



Committee on Law & Major Contracts

~AGENDA~

Monday, March 11, 2019

10:02 AM

Committee Chair: Lyndon Williams

Committee Room, 148 Martine Avenue, 8th Floor, White Plains, NY 10601

www.westchesterlegislators.com

CALL TO ORDER

Joint with Budget & Appropriations and Labor & Housing

MINUTES APPROVAL

1. Friday, March 01, 2019 at 8:30 AM

I. ITEMS FOR DISCUSSION

Guests: Commissioner of Human Resources Mary Mahon, Deputy Commissioner Helen May, County Attorney John Nonna, and Assistant County Attorney Jeffrey Goldman

1. **(ID # 11551) Act – WCHCC-Civil Service Clean-up:**

AN ACT authorizing the County of Westchester to enter into an Agreement with the Westchester County Health Care Corporation ("WCHCC"), pursuant to which the County, through its Department of Human Resources ("DHR"), will work with WCHCC to review and address those civil service activities conducted by WCHCC while WCHCC administered its own civil service functions.

II. OTHER BUSINESS

Unfinished Business and any other agenda items to come before the Committee.

III. RECEIVE & FILE

ADJOURNMENT



CALL TO ORDER

With a quorum present, Legislator Lyndon Williams called the meeting to order at 9:05 a.m.

Attendee Name	Title	Status	Arrived
Lyndon Williams	Chair	Present	
Nancy Barr	D6 Legislator	Present	
Gordon A. Burrows	D15 Legislator (Minority Whip)	Present	
Kitley Covill	D2 Legislator	Present	
MaryJane Shimsky	D12 Legislator (Majority Whip)	Present	
Benjamin Boykin	D5 Legislator (Chairman)	Present	

Others In Attendance: LAW: John Nonna, Jane Hogan Felix, Jeff Goldman, Tami Altschiller
HUMAN RESOURCES: Commissioner Mary Mahon, Deputy Commissioner Helen May BOL: Jill Axelrod, Committee Coordinator

MINUTES APPROVAL

- Monday, February 25, 2019 at 3:00 PM

On motion of Legislator Burrows and seconded by Legislator Shimsky, the minutes were approved with a vote of 5 - 0.

I. ITEMS FOR DISCUSSION

- (ID # 11565) Act – Lawsuit Settlement - Haskell Family:**

AN ACT authorizing the County Attorney to settle the lawsuit of AH and JH, infants by their Mother and Natural Guardian, Patience Haskell v Suburban Green Housing Development Fund Corporation and County of Westchester in the amount of \$170,000 with the County contributing \$87,500 inclusive of attorney's fees.

Senior Assistant County Attorney Jane Hogan Felix explained that this case arose out of a project where the County applied for federal money to rehabilitate abandoned properties. The County entered into a contract with Suburban Green to oversee this project and assume full responsibility for the rehabilitation of the property. One of the home buyers brought suit against the County and Suburban after her children tested positive for lead, the presence of which was confirmed by the County Department of Health. The County sent Suburban a demand for defense and indemnification, but got no response, and eventually filed a cross-claim against Suburban. Neither defendant had a defense on the merits, and under the contract, both had the same responsibilities. During discovery, the County found out that Suburban never responded to the demand for indemnification because they had purchased

Minutes Acceptance: Minutes of Mar 1, 2019 8:30 AM (MINUTES APPROVAL)

insurance naming the County as an additional insured, but the policy exempted any coverage for lead-based claims.

Legislator Burrows asked what the County has done to ensure that the County doesn't find itself liable under these types of contracts again. Ms. Hogan Felix responded that the County now asks for a copy of the insurance policy, and not just a certificate of insurance, to make sure it provides complete coverage for the County. Ms. Hogan Felix noted that Suburban would have been responsible even without insurance, but Suburban was created for the sole purpose of managing the project, had virtually no assets, and was therefore judgment proof. Legislator Williams suggested that the indemnification provisions of contracts should require that the party promising to indemnify the County has an affirmative obligation to review the insurance policy and disclose any exclusions.

Legislator Covill asked how much the County paid Suburban under the contract. Ms. Hogan Felix did not have the contract with her to check.

Legislator Williams asked if Suburban has any other contractual relationships with the County, and Ms. Hogan Felix advised that they do not.

With a motion by Legislator Shimsky and seconded by Legislator Barr, the item was approved by a vote of 6 - 0.

RESULT: SIGNED BY COMMITTEE

2. (ID # 11624) Act – Settlement of Lawsuit - Ramsha Gilani v. Liberty Lines, et al.

AN ACT authorizing the County Attorney to settle the lawsuit of Ramsha Gilani v. Liberty Lines Transit Inc., in the amount of ONE HUNDRED FIFTY THOUSAND (\$150,000) DOLLARS, inclusive of attorney's fees.

Senior Assistant County Attorney Jane Hogan Felix discussed the case, wherein a Liberty Lines bus hit a pedestrian walking across the street just outside of the crosswalk. She was hit in the face by the driver's side mirror, and had multiple surgeries to her face. She also claims to continue to have neuropathy and palsy in her face. There is no video of the accident. Discovery has been completed. The settlement reflects joint responsibility for the accident.

With a motion by Legislator Burrows and seconded by Legislator Shimsky, the item was approved by a vote of 6 - 0.

RESULT: SIGNED BY COMMITTEE

3. (ID # 11551) Act – WCHCC-Civil Service Clean-up:

AN ACT authorizing the County of Westchester to enter into an Agreement with the Westchester County Health Care Corporation ("WCHCC"), pursuant to which the County, through its Department of Human Resources ("DHR"), will work with WCHCC to review and address those civil service activities conducted by WCHCC while WCHCC administered its own civil service functions.

Commissioner of Human Resources Mary Mahon and Deputy Commissioner Helen May, County Attorney John Nonna, Assistant Chief Deputy County Attorney Tami Altschiller, and Assistant County Attorney Jeffrey Goldman discussed the item.

In 2013, the WCHCC board voted to undertake its own civil service administration, and did so without the County's consent. During that time, a significant backlog of unresolved and incomplete personnel transactions occurred. The County is requesting authority to enter into an agreement with the Westchester Medical Center to have the County clean up these

transactions. WCHCC will pay \$34,365 per month for 18 months, for a total of \$618,556, which the County will use to hire a team of four people to expedite the cleanup. Legislator Williams questioned who is responsible if any lawsuits arise regarding the actions of the medical center.

At 10:05 a.m., with a motion by Legislator Covill seconded by Legislator Barr, the committee went into executive session to discuss potential litigation. At 10:23 a.m., with a motion by Legislator Covill seconded by Legislator Burrows, the committee came out of executive session.

Legislator Williams stated that in order to approve the agreement, the Board requires that the County Attorney add a provision to the agreement providing that the County does not expressly or impliedly assume any liability for the actions taken by WCHCC during its administration of the civil service function for its employees.

II. OTHER BUSINESS

Unfinished Business and any other agenda items to come before the Committee.

Legislator Burrows requested that the committee meet with representatives from Standard Amusements. Chairman Boykin stated that he received an email from Standard requesting a meeting. Legislator Williams stated that the committee should meet jointly with Budget & Appropriations and other committees that want to meet to discuss this matter. Mr. Nonna noted that there are ongoing, productive discussions between the Law Department and attorneys for Standard, and he does not want anything to disrupt that. He is also concerned about leaks to the press which can be counterproductive to the progress made. Legislator Williams emphasized that any individual legislators' statements and positions are not binding on the Board, and the Law Committee will not take on any formal decision making in this matter.

III. RECEIVE & FILE

1. **(ID # 11595) Communication – HON. BENJAMIN BOYKIN: NYTimes Article - "Playland plan includes new coaster, restaurants - but will it happen?":**

Forwarding a *New York Times* article entitled, "Playland plan includes new coaster, restaurants - but will it happen?"

With a motion by Legislator Barr seconded by Legislator Shimsky, the item was received and filed by a vote of 6 - 0.

RESULT: RECEIVED AND FILED

2. **(ID # 11596) Communication – HON. BENJAMIN BOYKIN: NYTimes Article - "Jail or Bail? There's a New Option":**

Forwarding a *New York Times* article entitled, "Jail or Bail? There's a New Option."

With a motion by Legislator Barr seconded by Legislator Shimsky, the item was received and filed by a vote of 6 - 0.

RESULT: RECEIVED AND FILED

3. **(ID # 11616) Communication – HON. MARYJANE SHIMSKY: NYSAC Newsletter - "Bipartisan Conference of NYS County Leaders Sets Priorities for 2019":**

Forwarding the *NYSAC Newsletter*: "Bipartisan Conference of NYS County Leaders Sets Priorities for 2019."

With a motion by Legislator Barr seconded by Legislator Shimsky, the item was received and filed by a vote of 6 - 0.

RESULT: RECEIVED AND FILED

4. **(ID # 11617) Communication – HON. MARYJANE SHIMSKY: The Guardian Article - "Opioids: Boston trial opens what could be years of reckoning for executives":**

Forwarding an article from *The Guardian* entitled, "Opioids: Boston trial opens what could be years of reckoning for executives."

With a motion by Legislator Barr seconded by Legislator Shimsky, the item was received and filed by a vote of 6 - 0.

RESULT: RECEIVED AND FILED

ADJOURNMENT

Moved by Legislator Shimsky and seconded by Legislator Covill, the Committee adjourned at 10:37 a.m.



George Latimer
County Executive

January 30, 2019

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration and approval is legislation which, if adopted, would authorize the County of Westchester (the "County"), to enter into an agreement (the "Agreement") with the Westchester County Health Care Corporation ("WCHCC") pursuant to which the County, through its Department of Human Resources ("DHR"), will work with WCHCC to review and address those civil service activities conducted while WCHCC self-administered its own civil service functions.

As your Honorable Board may know, DHR is the civil service administrator for all County departments, agencies and commissions, including WCHCC. Upon its creation in 1997 and until on or about June 30, 2013, the civil service functions of WCHCC were administered by DHR. However, on or about June 30, 2013, WCHCC's board decided that it would self-administer such civil service functions and thereafter proceeded to do so without the County's consent. As a result of a 2013 litigation brought against WCHCC by Civil Service Employees Association, Inc. and the New York State Nurses Association et al., it was determined that WCHCC did not have the authority to administer its own civil service system.

In light of the above, the parties would like to transition WCHCC's civil service functions back to DHR. One issue that has arisen is the existence of a significant backlog of unresolved or incomplete personnel transactions that accumulated during the period in which WCHCC self-administered its civil service functions. WCHCC has asked that the County, through DHR, expedite the administrative "clean-up" of this backlog and the County is amenable to doing so.

Pursuant to the terms of the proposed Agreement, DHR will work with WCHCC to resolve such outstanding or incomplete personnel transactions, including but not limited to, appointments, reappointments, promotions, demotions, title changes, re-hires, separations from service (resignations, discharges, and terminations), salary changes and demographic changes, that arose between June 30, 2013 and the date the Agreement is executed, involving employees of WCHCC, in accordance with the requirements of the New York State Civil Service Law. In consideration for providing such services, WCHCC has agreed to pay the County the sum of

Office of the County Executive

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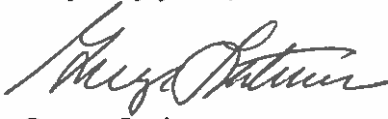
Thirty Four Thousand Three Hundred Sixty-Five dollars (\$34,365) per month, up to a total amount not to exceed Six Hundred Eighteen Thousand Five Hundred Sixty-Six dollars (\$618,566), which fee is based on the salary and fringe benefit of those County employees selected to perform the services. The term of the Agreement shall commence upon execution thereof by both parties and approval of same by the Office of the Westchester County Attorney and shall continue for a period of eighteen (18) months thereafter.

The Planning Department has advised that this is not an action subject to the State Environmental Quality Review Act.

As you know, Section 3307(4) of the New York Public Authorities Law requires the approval of your Honorable Board and the Board of Acquisition and Contract for this agreement.

Based upon the foregoing, I recommend your favorable action on the proposed Act.

Very truly yours,



George Latimer
County Executive

GL/MM/jpg
Enclosures

**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”) to enter into an agreement (the “Agreement”) with the Westchester County Health Care Corporation (“WCHCC”), pursuant to which the County, through its Department of Human Resources (“DHR”), will work with WCHCC to review and address those civil service activities conducted by WCHCC while WCHCC self-administered its own civil service functions.

As this Honorable Board is aware, DHR is the civil service administrator for all County departments, agencies and commissions, including WCHCC. Upon its creation in 1997 and until on or about June 30, 2013, the civil service functions of WCHCC were administered by DHR. However, on or about June 30, 2013, WCHCC’s board decided that it would self-administer such civil service functions and thereafter proceeded to do so without the County’s consent. As a result of a 2013 litigation brought against WCHCC by Civil Service Employees Association, Inc. and the New York State Nurses Association et al., it was determined that WCHCC did not have the authority to administer its own civil service system.

Your Committee is advised that in light of the above, the parties would like to transition WCHCC’s civil service functions back to DHR. One issue that has arisen is the existence of a significant backlog of unresolved or incomplete personnel transactions that accumulated during the period in which WCHCC self-administered its civil service functions. WCHCC has asked that the County, through DHR, expedite the administrative “clean-up” of this backlog and the County is amenable to doing so.

Your Committee is advised that pursuant to the terms of the proposed Agreement, DHR will work with WCHCC to resolve such outstanding or incomplete personnel transactions, including but not limited to, appointments, reappointments, promotions, demotions, title changes, re-hires, separations from service (resignations, discharges, and terminations), salary changes and demographic changes, that arose between June 30, 2013 and the date the Agreement is executed, involving employees of WCHCC, in accordance with the requirements of the New York State Civil Service Law. In consideration for providing such services, WCHCC has agreed

to pay the County the sum of Thirty Four Thousand Three Hundred Sixty-Five dollars (\$34,365) per month, up to a total amount not to exceed Six Hundred Eighteen Thousand Five Hundred Sixty-Six dollars (\$618,566), which fee is based on the salary and fringe benefits of those County employees selected to perform the services.

The term of the Agreement shall commence upon execution thereof by both parties and approval of same by the Office of the Westchester County Attorney and shall continue for a period of eighteen (18) months thereafter.

The Planning Department has advised that this is not an action subject to the State Environmental Quality Review Act. Therefore, no further environmental review is required. Your Committee has reviewed the annexed SEQRA documentation and concurs with the Planning Department's conclusion.

Your Committee has been advised that Section 3307(4) of the New York Public Authorities Law requires the approval of this Honorable Board and the Board of Acquisition and Contract for this agreement. Pursuant to that section, said approval of the Board of Legislators must be by an affirmative vote of not less than a majority of the voting strength of the Board.

Your Committee has carefully considered this matter and recommends approval of the proposed Act.

Dated: _____, 2019
White Plains, New York

COMMITTEE ON

C:JPG 1.25.19

FISCAL IMPACT STATEMENT

1.1.a

SUBJECT: MOU between County and WCHCC 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 \$ 342,885

Total Current Year Revenue \$ 342,885

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

Identify Accounts: 101-12-6010-1010 \$158,485; 101-12-6010-1200 \$184,400; 101-12-6010-9519 \$342,885

Potential Related Operating Budget Expenses: Annual Amount \$342,885

Describe: An Act authorizing the County of Westchester to enter into an Agreement with the Westchester County Health Care Corp, pursuant to which the County, through its Dept of HR, will work with WCHCC to review and address civil service activities conducted by WCHCC.


Potential Related Operating Budget Revenues: Annual Amount \$342,885

Describe: Pursuant to the agreement, WCHCC will pay the County, based on salary and fringe benefits of those County employees utilized to perform the services.

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

Current Year: _____


Next Four Years: The term of the agreement is 18 months. The remaining work will be performed in 2020 and will result in approximately \$275,681 (salaries/fringe) which will be offset by \$275,681 from WCHCC.

Prepared by: Debra S. Ogden 

Title: Sr. Budget Analyst

Department: Budget

Date: January 23, 2019


Reviewed By: 

Budget Director

Date: 1/23/19

Attachment: ACT-WCHCC-Civil Service Clean-up-DRAFT (11551 : WCHCC-Civil Service Clean-up)

TO: Jeffrey Goldman
Assistant County Attorney

FROM: David S. Kvinge, AICP, RLA, CFM
Director of Environmental Planning 

DATE: January 29, 2019

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR WESTCHESTER COUNTY HEALTH CARE CORPORATION CIVIL SERVICE CLEAN-UP**

PROJECT/ACTION: agreement with the Westchester County Health Care Corporation (WCHCC) pursuant to which the County's Department of Human Resources will work with WCHCC to review and address civil service activities conducted while WCHCC self-administered its own civil service functions.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)():**

COMMENTS: None

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Norma Drummond, Commissioner
Claudia Maxwell, Associate Environmental Planner

ACT NO. 2019 - _____

An Act authorizing the County of Westchester to enter into an Agreement with the Westchester County Health Care Corporation (“WCHCC”), pursuant to which the County, through its Department of Human Resources (“DHR”), will work with WCHCC to review and address those civil service activities conducted by WCHCC while WCHCC administered its own civil service functions.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) pursuant to which the County, through its Department of Human Resources (“DHR”), will work with WCHCC to review and address those civil service activities conducted by WCHCC while WCHCC self-administered its own civil service functions (the “Agreement”).

§2. Pursuant to the terms of the proposed Agreement, DHR will work with WCHCC to resolve such outstanding or incomplete personnel transactions, including but not limited to appointments, reappointments, promotions, demotions, title changes, re-hires, separations from service (resignations, discharges, and terminations), salary changes and demographic changes, that arose between June 30, 2013 and the date the Agreement is executed, involving employees of WCHCC, in accordance with the requirements of the New York State Civil Service Law.

§3. In consideration for providing such services, WCHCC has agreed to pay the County the sum of Thirty Four Thousand Three Hundred Sixty-Five dollars (\$34,365) per month, up to a total amount not to exceed Six Hundred Eighteen Thousand Five Hundred Sixty-Six dollars (\$618,566), which fee is based on the salary and fringe benefits of those County employees selected to perform the services.

§4. The term of the Agreement shall commence upon execution thereof by both parties and approval of same by the Office of the County Attorney and shall continue for a period of eighteen (18) months thereafter.

§5. 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.

§6. This Act shall take effect immediately.

CMC - 14300

CIVIL SERVICE EXPEDITED CLEAN-UP SERVICES AGREEMENT

This Agreement is entered into and effective as of the date upon which it is executed by both Parties (the “Effective Date”), 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 at Taylor Pavilion, Valhalla, New York 10595, as operator of Westchester Medical Center (hereinafter referred to as “WMC”), together the “Parties.”

WHEREAS, the Westchester County Department of Human Resources (“DHR”) is the civil service administrator for all County departments, agencies and commissions; and

WHEREAS, in such capacity, DHR administered the civil service functions of WMC for the period January 1, 1998 through June 29, 2013; and

WHEREAS, for the period June 30, 2013 through the Effective Date (the “WMC Administration Period”), WMC undertook to self-administer its civil service functions; and

WHEREAS, as a result of a 2013 litigation brought against WMC by Civil Service Employees Association, Inc. and the New York State Nurses Association et al. (the “Litigation”), it was determined that WMC does not have the authority to administer its own civil service system; and

WHEREAS, the Parties acknowledge that certain administrative “clean-up” services are required with respect to WMC civil service activities to review and address civil service activities conducted during the WMC Administration Period, as described more fully herein (the “Services”); and

WHEREAS, the Parties have determined that it is in their mutual interests to have the Services completed as quickly and efficiently as possible in order to provide finality and certainty to WMC Employees (as hereinafter defined); and

WHEREAS, in light of the duration of the WMC Administration Period, the Services needed are significant in volume and will require DHR to engage a dedicated staff of County employees (“County Staff”) in order to provide the Services; and

WHEREAS, in the interest of WMC Employees, although not legally obligated to do so, WMC has agreed to assume the financial responsibility for the engagement of such additional County Staff in order to enable DHR to conduct the Services on a more expedited basis than would otherwise be possible; and

WHEREAS, the Parties acknowledge that (i) Section 3305(12) of the Public Authorities Law authorizes WMC to “appoint such officers, employees and agents as the corporation may require for the performance of its duties and to fix and determine their qualifications, duties and compensation subject to the provisions of the civil service law and any applicable collective bargaining agreement;” (ii) as the only academic medical center within the jurisdiction of DHR, WMC and its employees are unique and distinct from the other entities and employees within the DHR’s jurisdiction; (iii) in light of the unique purpose of WMC within DHR’s jurisdiction, there often are incongruities between the job titles and position classifications required by WMC and the titles and positions available in the County; and (iv) such incongruities may make it necessary to establish unique titles to WMC which may need to be designated as other than “Competitive” in accordance with the New York Civil Service Law and all applicable rules and regulations;

WHEREAS, the Parties wish to work together to better enable DHR to complete the Services as expeditiously as possible, subject to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. **Cooperation/Compliance with Law.** As a material element of this Agreement, the Parties agree to work in a collegial, collaborative manner to resolve any issues necessary to achieve mutually beneficial outcomes while adhering to all New York State Civil Service Law requirements and all applicable rules and regulations. WMC shall provide the Required Information (as hereinafter defined) as reasonably requested by DHR, in a timely manner. The County acknowledges that it is of the utmost importance to WMC that the Services be completed quickly and efficiently in light of the duration of the WMC Administration Period. Notwithstanding anything herein to the contrary, both Parties agree to comply with all applicable law in the performance of their respective obligations hereunder.

2. **WMC Obligations – Provision of Required Information.** WMC shall provide to DHR a list of the following personnel actions taken during the WMC Administration Period and any other information needed by DHR to ensure compliance with the New York Civil Service Law and Westchester County local rules with respect to individuals employed by WMC at any time during the WMC Administration Period (such personnel actions shall be referred to herein as the “WMC Actions” and such individuals shall be referred to herein as the “WMC Employees”):

Appointments
 Reappointments
 Promotions
 Demotions
 Title Changes
 Creation of New Titles/revision of existing job specifications
 Re-Hires
 Separations from service (resignations, discharges, and terminations)
 Salary changes
 Demographic changes

WMC and DHR will meet to discuss, mutually formulate and mutually agree to the process pursuant to which WMC shall submit to DHR the documentation reasonably attendant to the WMC Actions. On an ongoing basis, DHR shall indicate to WMC the information and/or documentation DHR reasonably requires to perform the Services with respect to each WMC Action. Such information and/or documentation shall be referred to herein

as the “**Required Information.**” WMC will provide DHR with the Required Information as expeditiously as possible for review by DHR.

3. **County Obligations.**

Performance and Completion of Services - General. DHR shall assign dedicated County Staff with the requisite skills and expertise to perform the Services for WMC exclusively, based on the Required Information provided by WMC regarding WMC Employees during the WMC Administration Period. DHR shall endeavor to substantially complete the Services within eighteen (18) months of the Effective Date (the “Substantial Completion Date”). It is the objective of DHR to review all Civil Service matters that occurred during the WMC Administration Period, utilizing the Required Information provided to DHR under Section 2 above, in order to identify actions or inactions by WMC that may require adjustment and to work with WMC to find the legally appropriate means to conduct such adjustment. WMC recognizes that certain issues such as *jurisdictional classification* are within the sole determination of the NYS Office of Civil Service (“NYSOCS”). DHR will work with WMC by making appropriate applications to NYSOCS relating to *jurisdictional classification* and any other issues for which NYSOCS has jurisdiction. Further, following the Substantial Completion Date, WMC shall have no obligation under this agreement or otherwise to provide funding for DHR staff to complete the “clean up” relating to the WMC Administration Period. However, it is recognized and understood that the County shall have no obligation to provide dedicated staff to complete the Services after the Substantial Completion Date. Post termination of the Agreement, the Parties shall continue to work collaboratively and cooperatively as described in Section 1 above.

4. **Term and Financial Arrangement.** The term of the agreement and financial arrangement between the Parties with respect to the Services is as follows:

- 4.1 **Term.** This Agreement shall be for an initial term of eighteen (18) months commencing on the Effective Date set forth above, unless terminated earlier as provided herein, and may be renewed only upon

the mutual written consent of the Parties, subject to any necessary legal approvals.

- 4.2 **Fee.** In the interest of supporting a dedicated team exclusively tasked with Civil Service administration for “clean up” of WMC Actions during the WMC Administration Period on an expedited basis, and fostering a collaborative relationship between the Parties, WMC shall contribute to the cost of the Services provided by the DHR hereunder by paying to County the sum of thirty four thousand three hundred sixty-five dollars (\$34,365) per month, up to a total amount not to exceed six hundred eighteen thousand five hundred sixty-six dollars (\$618,566) (regardless of actual total amount paid up to such amount, such amount shall be referred to herein as the “Fee”), which Fee is based on the salary and fringe benefit information attached hereto as Schedule A and made a part hereof and the Parties’ mutual estimation that the Services will likely require four (4) F.T.E.s of County Staff work. Notwithstanding the foregoing, if DHR completes the Services prior to the expiration of this Agreement, WMC shall have no financial obligation to the County following the Completion Date, and the County shall be deemed to have been paid in full for the Services.
- 4.3 **Payment Terms.** The Fee shall be payable on a monthly basis, within ninety (90) days of WMC’s receipt of undisputed invoice, which shall be accompanied by time records documenting the County Staff time spent in performing the Services over the prior month. Checks shall be made payable to County and mailed to the County’s address as set forth herein.
5. **No Employment Relationship.** It is expressly acknowledged by the Parties hereto that County and all County Staff have no employment relationship with WMC and nothing in this Agreement is intended or shall be construed to create with WMC an employer/employee relationship or a joint venture relationship. County understands and agrees that all payments, withholdings, and benefits, if any, with respect to County Staff are the sole responsibility of County. In the event the Internal Revenue Service or any other governmental agency should question or challenge the employment status of County or any County Staff, WMC shall have the right to participate in any

discussion or negotiation occurring with such agency or agencies, irrespective of whom or by whom such discussion or negotiation is initiated.

6. Records

6.1 Governmental Access to Books, Documents and Records. To the extent applicable under Section 1861(v)(1)(I)(ii) of the Social Security Act, as amended, and 42 CFR Part 420.300, County agrees that, upon request made in accordance with applicable law and regulations, the Comptroller General of the United States, the United States Section of Health and Human Services and the duly authorized representatives of the foregoing shall be given access by County to the following records from the date of this Agreement until the expiration of four (4) years or as required by applicable laws, rules and/or regulations after the furnishing of the Services under this Agreement: this Agreement, all books, documents and records of County that are necessary to verify the nature and extent of the costs to WMC of the Services rendered hereunder.

In the event any request for County's books, documents and records is made pursuant to this Section, County shall give notice of such request to WMC, shall provide WMC with a copy of such request and shall provide WMC with a copy of each book, document and record made available to one or more of the persons and agencies listed above or shall identify each such book, document and record to WMC and shall grant WMC access thereto for review and copying. In the event a similar request is made of Hospital, it shall provide notice to County and provide a copy of such request to County.

6.2 Ownership. The ownership and right of control of all reports, records and supporting documents prepared in connection with County's provision of Services hereunder and the operation and administration of the Department shall vest jointly in the Parties; both Parties shall maintain their respective records and documents in a complete, accurate and organized manner. The Parties shall provide each other with reasonable access to review and copy such documents to the extent permitted by law.

- 6.3 **Confidentiality.** Neither County nor County Staff shall have access to any WMC patient information hereunder. County shall, and ensure that County Staff shall, maintain in strict confidentiality all other information, in any format, to which they may have access in the course of performing their obligations hereunder, such that no such information shall be disclosed to third parties, except for County's attorneys and other professional advisors under an independent confidentiality obligation to County, without the prior written consent of WMC in each instance.
7. **Insurance.** Both Parties shall obtain and maintain all insurance required by law, in addition to general liability, errors and omissions, employer's liability, and cyber liability insurance coverage adequate to cover all potential liability arising out of the acts or omissions of their respective employees and agents in connection with the performance of their respective obligations hereunder. The Parties may, in lieu of procuring and maintaining the aforesaid insurance, elect to obtain such coverage through a program of self insurance, which coverage and program shall be in accordance with generally accepted standards for similarly situated entities. Should either Party elect to self-insure as hereinabove provided, they shall provide the other Party with a letter from that Party's Director of Risk Management to substantiate such self-insurance coverage.
8. **Termination of Agreement**
- 8.1 **Termination on Notice for Default.** Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other upon a breach hereof, which breach has not been cured to the reasonable satisfaction of the notifying Party within such thirty (30) day period.
- 8.2 **Termination Without Cause.** Either Party may terminate this Agreement without cause or penalty upon at least ninety (90) days advance written notice to the other Party.
- 8.3 **Termination Upon Substantial Completion of Services.** This Agreement shall terminate automatically upon the Substantial Completion Date as defined above, except to the extent that

obligations herein explicitly continue after termination of the Agreement.

- 8.4 Effects of Termination. Upon termination of this Agreement as provided above, as a result of Substantial Completion or otherwise, neither Party shall have any further obligation hereunder except for: obligations existing or accruing prior to the date of termination.

9. Miscellaneous.

- 9.1 Notices. All notices of any nature referred to in this Agreement shall be in writing and either sent by certified mail return receipt requested, or delivered by hand or overnight courier, or sent by email or facsimile (with acknowledgment received), to the 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. Notices shall be sent to the following:

To the County:

Commissioner
Department of Human Resources
148 Martine Avenue, Room 100
White Plains, New York 10601

with a copy to:

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

To WMC:

President and Chief Executive Officer
Westchester County Health Care Corporation
Executive Offices at Taylor Pavilion, C-1
100 Woods Road
Valhalla, New York 10595

with a copy to:

Office of General Counsel
Westchester County Health Care Corporation
Executive Offices at Taylor Pavilion, C-2
100 Woods Road
Valhalla, New York 10595

- 9.2 Governing Law. This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of New York.
- 9.3 Assignment/Amendment. No assignment or amendment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both Parties hereto, subject to any necessary legal approvals. Any assignment of this Agreement shall not relieve the assignor of its obligations hereunder that accrued before such assignment.
- 9.4 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 9.5 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 9.6 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties regarding the subject matter hereof. County and County Staff shall be entitled to no benefits other than those specified herein.
- 9.7 Eligibility for Government Programs. The County is not on notice that any County Staff providing Services hereunder (i) has been convicted of a criminal offense related to health care, or (ii) has been listed by a federal agency as debarred, excluded or otherwise

ineligible for participation in federally funded health care programs. If, during the term of this Agreement, the County should become aware that a County Staff member is in violation of the above prohibition, it shall immediately notify WMC thereof, in writing, and shall immediately remove said County Staff member from providing Services hereunder.

9.8 Non-Discrimination. In performing its obligations hereunder, neither Party nor any person working on its behalf shall discriminate, harass or intimidate any individual on account of race, creed, color, sex, age, disability, national origin, marital status, sexual orientation, genetic predisposition or carrier status.

9.9 Counterparts. This Agreement may be executed in several facsimile or scanned counterparts, each of which shall be considered an original and all of which taken together shall constitute a single instrument.

9.10 Enforceability. This Agreement shall not be enforceable until signed by both Parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above first written.

WESTCHESTER COUNTY HEALTH CARE CORPORATION

COUNTY OF WESTCHESTER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

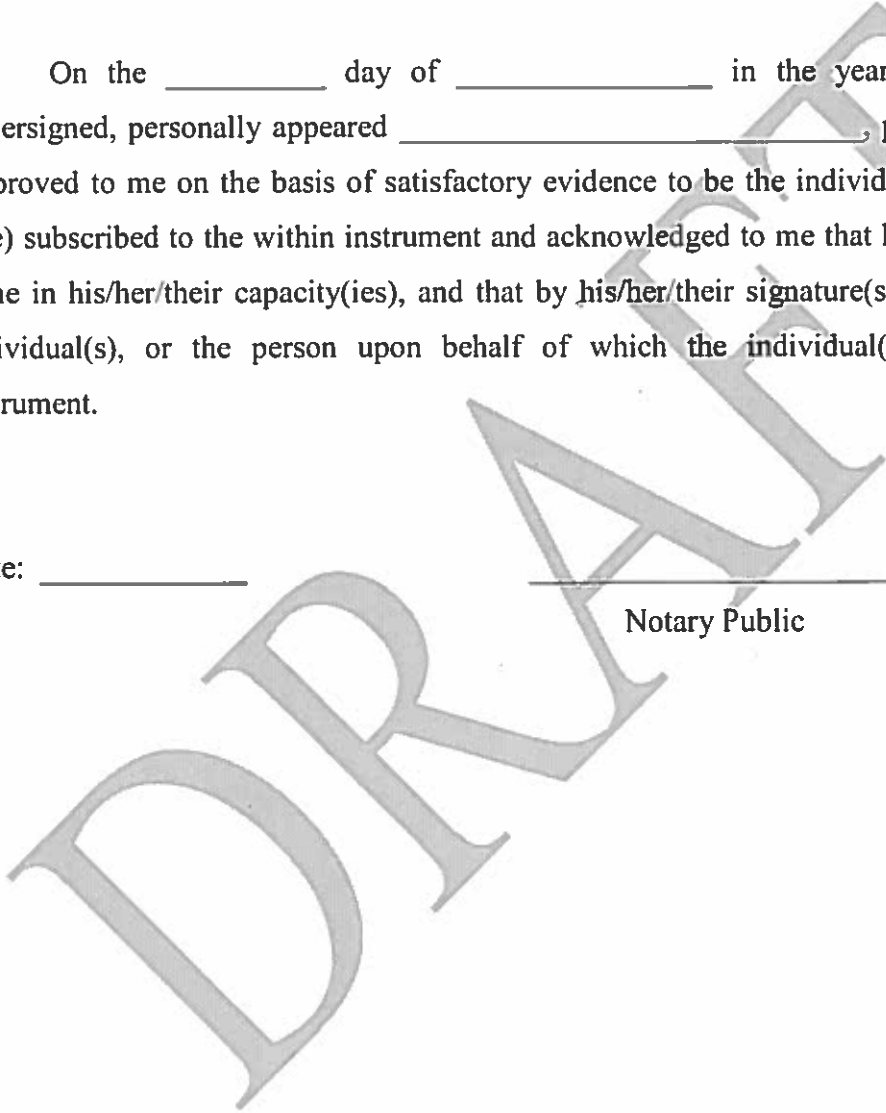
ACKNOWLEDGMENT

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

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

Date: _____

Notary Public



Attachment: ACT-WCHCC-Civil Service Clean-up-DRAFT (11551 : WCHCC-Civil Service Clean-up)

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

		Medical Center Cleanup						
		2018	2018	2019	2019	Salary	Fringe	Total
		July Dec	Hourly	Full Year	Hourly	2018 & 2019	75.66%	Cost
1	"Supervisor" position *	JG 14	St 5		\$ 64.86	\$ 66.48	\$ 180,768	\$ 180,768
1	HR Specialist *	JG 12	St 5		\$ 54.06	\$ 55.41	\$ 150,672	\$ 150,672
1	Sr HR Audit Clerk-Roster **	JG 8	St 3	\$ 27,243	\$ 54,485	\$ 81,728	\$ 61,835	\$ 143,563
1	Sr HR Audit Clerk-Exams **	JG 8	St 3	\$ 27,243	\$ 54,485	\$ 81,728	\$ 61,835	\$ 143,563
								\$ 618,566

* Teamsters Management Salary Scale

** CSEA Old Salary Scale

Breakdown for 2019 - ONLY			
	Salary	Fringe	Total
Job Group 8 Step 3	\$ 54,485	\$ 41,223	
Job Group 8 Step 3	\$ 54,485	\$ 41,223	
	<u>\$108,970</u>	<u>\$ 82,446</u>	<u>\$ 191,416</u>
Hourly			
Job Group 14 Step 5	\$ 121,455		
Job Group 12 Step 5	\$ 101,235		
	<u>\$222,690</u>		<u>\$ 222,690</u>
			<u>\$ 414,106</u>

Attachment: ACT-WCHCC-Civil Service Clean-up-DRAFT (11551 : WCHCC-Civil Service Clean-up)