



Memorandum
Department of Health
10 County Center Road – 2nd Floor
White Plains, N.Y. 10607

34316

DATE: May 30, 2013

TO: Board of Acquisition and Contract

FROM: Sherlita Amler, M.D.
Commissioner, Department of Health

RE: Authorization for the County of Westchester to enter into a tri-party agreement with the Westchester County Health Care Corporation and the Westchester Medical Center Advanced Physician Services, P.C. for a five year term January 1, 2013 through December 31, 2017 whereby the County will refer its tuberculosis ("TB") clinic patients for TB-related x-ray/diagnostic and medical services in a total aggregate amount not to exceed One Hundred Sixty-Four Thousand Dollars (\$164,000)

By Act No. 88-2013, the Westchester County Board of Legislators authorized the County, acting by and through its Department of Health ("WCDH"), to enter into a tri-party agreement with the Westchester County Health Care Corporation ("WCHCC") and the Westchester Medical Center Advanced Physician Services, P.C. ("PC") for a five-year term from January 1, 2013 through December 31, 2017, whereby the County will refer its TB clinic patients ("patients") to both WCHCC and PC for TB-related x-ray/diagnostic and medical services, in a total aggregate amount not to exceed One Hundred Sixty Four Thousand Dollars (\$164,000) (the "Agreement").

Attached hereto is a resolution which, if approved, would authorize the County to enter into the above mentioned Agreement.

Pursuant to the Agreement, WCHCC and the PC will each provide their respective professional TB-related medical services for the patients. WCHCC will perform all x-ray/diagnostic tests and provide medical services to patients referred by the County, and where inpatient detention for medical treatment is mandated by New York State Law and/or court order. The PC will provide the readings and interpretations of the x-ray/diagnostic tests.

WCHCC and PC shall each be paid by the County for the above-stated services as follows: for the x-ray/diagnostic services at the rates set by the County; for all tuberculosis-related medical services, on a per-patient basis at no more than the current Medicaid rate. The total aggregate amount to be paid under this Agreement for all services shall not exceed \$164,000.

For patients referred by the County who have medical insurance which covers the services provided by WCHCC and PC, WCHCC and PC will first seek payment for such services from the patient's insurance provider. The County shall also be partially reimbursed by New York State for its expenditures under this Agreement.

The Agreement will require WCHCC and the PC to use the monies paid by the County for WCHCC's and the PC's costs for providing their respective TB-related services (including but not limited to staff salaries) and also require WCHCC and the PC, upon the County's written request, to provide a semi-annual accounting to verify that the funds were spent in this manner.

The agreement would require the County to indemnify WCHCC as follows:

The County shall defend, indemnify and hold harmless 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, WCHCC would indemnify the County for "... loss arising directly out of the acts or omissions by WCHCC."

In order to promote the public health, safety and general welfare of Westchester County residents, and in accordance with New York State Public Health Law, the County must ensure for the appropriate diagnosis, care and treatment of patients with suspected and/or confirmed cases of TB. Chest x-rays and other radiological studies are a recognized diagnostic method used to determine the clinical status of these patients. The Agreement will also provide for the monitoring of TB infection status among patients being treated, and detaining patients for treatment where mandated to control the spread of this serious communicable disease. In 2012, the WCDH had approximately 2,000 TB clinic visits.

The goal and objective of this Agreement is to reduce the incidence of TB related illness among all age groups throughout the County by ensuring comprehensive and follow up medical care for all confirmed TB patients.

The services to be provided under this Agreement will be tracked and monitored through professional consultations among physicians and clinicians of WCHCC, PC and WCDH regarding the care and medical diagnoses of the referred patients, as well as joint review of all medical, laboratory and/or diagnostic reports and other necessary information. All confirmed or suspect TB cases are electronically entered into the NYS Health Information Network (HIN) using the required information/forms to generate monthly management reports to monitor caseloads and services utilization.

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

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

SA/dc

Attachment

RESOLUTION

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

- RESOLVED,** that the County of Westchester, acting by and through its Department of Health (“WCDH”), is authorized to enter into a tri-party agreement with the Westchester County Health Care Corporation (“WCHCC”) and the Westchester Medical Center Advanced Physician Services, P.C. (“PC”) for a five year term from January 1, 2013 through December 31, 2017, whereby the County will refer its Tuberculosis (“TB”) clinic patients (“patients”) to both WCHCC and PC for TB-related x-ray/diagnostic and medical services, in a total aggregate amount not to exceed One Hundred Sixty-Four Thousand Dollars (\$164,000) (the “Agreement”); and, be it further
- RESOLVED,** that WCHCC and the PC will each provide their respective professional TB-related medical services for the patients. WCHCC will perform all x-ray/diagnostic tests and provide medical services to patients referred by the County, and where inpatient detention for medical treatment is mandated by New York State Law and/or court order. The PC will provide the readings and interpretations of the x-ray/diagnostic tests; and, be it further
- RESOLVED,** that WCHCC and the PC shall each be paid by the County for the above-stated services as follows: for the x-ray/diagnostic services at the rates set by the County; for all TB-related medical services, on a per-patient basis at no more than the current Medicaid rate; and, be it further
- RESOLVED,** that for patients referred by the County who have medical insurance which covers the services provided by WCHCC and the PC, WCHCC and the PC will first seek payment for such services from the patient’s insurance provider. The County shall also be partially reimbursed by New York State for its expenditures under this Agreement; and, be it further
- RESOLVED,** that the Agreement will require WCHCC and the PC to use the monies paid by the County for WCHCC’s and the PC’s costs for providing their respective tuberculosis-related services (including but not limited to staff salaries) and also require WCHCC and the PC, upon the County’s written request, to provide a semi-annual accounting to verify that the funds were spent in this manner; and, be it further
- RESOLVED,** that the County may defend, indemnify and hold harmless 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 WCHCC shall indemnify the County for “... loss arising directly out of the acts or omissions by WCHCC; and, be it further
- RESOLVED,** that this agreement is subject to County appropriations; and, be it further
- RESOLVED,** that the agreement is also subject to further financial analysis of the impact of the New York State Budget (“State Budget”) proposed and adopted during the term of the agreement. The agreement shall contain a provision that 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 the 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 State Budget on County finances. After such analysis, the County shall retain the right to either terminate the agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to WCHCC, then WCHCC shall have the right to terminate the agreement upon reasonable prior written notice; 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 all instruments and to take all actions necessary or appropriate to accomplish the purpose of this resolution.

Department of Health
 County of Westchester
 10 County Center Road, 2nd Floor
 White Plains, New York 10607
 May 30, 2013

Original Agreement \$
 First Amendment \$
This Amendment \$ _____
 TOTAL \$

Agreement #

| Account to be Charged/Credited | | | Major Program, Program & Phase or Unit | Object/ Sub-Object | Trust Account | Dollars | |
|--------------------------------|------|------|--|--------------------|---------------|----------|--------|
| | Fund | Dept | | | | | |
| | 101 | 27 | 0010 | 4238 | | \$32,800 | (2013) |
| | 101 | 27 | 0010 | 4238 | | \$32,800 | (2014) |
| | 101 | 27 | 0010 | 4238 | | \$32,800 | (2015) |
| | 101 | 27 | 0010 | 4238 | | \$32,800 | (2016) |
| | 101 | 27 | 0010 | 4238 | | \$32,800 | (2017) |
| | | | | | | | |

Budget Funding Year(s) (must match resolution) 2013-2017 Start Date 01/01/13 End Date 12/31/17

| | | |
|-------------------------|-------------|-----------------|
| Funding Source | Tax Dollars | \$104,960 (64%) |
| | State Aid | \$59,040 (36%) |
| \$164,000 | Federal Aid | _____ |
| (must match resolution) | Other | _____ |

DATE: