

# **REQUEST FOR PROPOSALS**

## **FOR UNDERWRITER SERVICES**

**RFP #: WMC-06299**

**RFP Release Date: June 27, 2023**

**Proposal Due Date: July 19, 2023**

**WESTCHESTER MEDICAL CENTER  
Executive Offices at Taylor Pavilion  
Department of Finance  
100 Woods Road  
Valhalla, New York 10595**

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## Attachments

- Attachment A – 2022 Audit Report and 2023 WMC Budget
- Attachment B – Standard Terms and Conditions
- Attachment C – Travel and Expense Policy
- Attachment D – Debarment/Exclusion Questionnaire
- Attachment E – Non-Responsibility Disclosure
- Attachment F – State Finance Law Affirmation
- Attachment G – MWBE Compliance

## 1. Introduction and Background

### 1.1 Purpose of the Request for Proposals

Westchester County Health Care Corporation (the "Corporation" or "WMC") is issuing this Request for Proposal ("RFP") to invite interested underwriters to submit proposals to provide underwriter services to WMC. WMC is requesting proposals from underwriters to serve as Senior Managing Underwriter and Co-Managing Underwriters for the 2023 transaction that the system is contemplating. The transaction will be for capital facilities at the main campus consisting of a 5-story 163,000 square foot bed tower that include 96 private, ICU-capable beds and a shelled floor with the capacity for an additional 32 beds bringing the total to 128 private ICU capable beds. WMC has been approved for a Certificate of Need in the amount of \$165 million, but as costs have risen, WMC has requested a modification of the CON amount to cover these cost increases. The CON modification request is for \$220 million in total. Approval is expected within 60 days. The financing is expected to be mostly debt, with approximately \$25 million from other sources, including philanthropy. Assured Guaranty has provided a draft commitment to insure the 2023 transaction. Pricing and terms of the insurance have not yet been finalized. The decision on whether to utilize insurance will be made closer to the actual sale of the bonds.

### 1.2 Background

Westchester County Health Care Corporation is a public benefit corporation established by the New York State Legislature pursuant to Article 10-C of the New York Public Authorities Law. On January 1, 1998, the facilities and operations of the Westchester County Department of Hospitals were transferred to the Corporation and the programs, services and operations of Westchester Medical Center ("WMC") are now operated by the Corporation. As a public hospital, WMC's primary mission is to provide high-quality advanced health services to the residents of the Hudson Valley and the surrounding area, regardless of their ability to pay.

WMC is a regional tertiary level academic medical center, composed of the University Hospital, Maria Fareri Children's Hospital and the Behavioral Health Center. WMC is licensed for 910 beds and hosts a Mobile Crisis Intervention Service and has its own emergency room and observation unit that provides 24-hour emergency crisis service.

WMC is the primary teaching affiliate of New York Medical College ("NYMC"). Both facilities are located on the Valhalla Campus in Valhalla, New York. WMC is the only tertiary and quaternary care facility in the Hudson Valley offering such specialty services as kidney transplant, heart transplant, liver transplant, and regional neonatal and pediatric intensive care units, level 1 trauma, and burn services. Situated on approximately 83 acres, WMC is home to one of the most highly regarded cardiology and cardiac surgery programs on the East Coast. WMC also sponsors a hospital-based medevac helicopter service responding in minutes to accident scenes and carrying critical inter-hospital patient transfers throughout the region.

In 2009, Westchester Medical Center Advanced Physician Services, P.C. (WMC Advanced Physician Services) was organized and incorporated under the New York Business Corporation Law as a for-profit professional corporation. The primary focus of WMC Advanced Physician Services is to employ physicians engaged in the profession of medicine.

In 2014, WMC took over a hospital in Poughkeepsie, NY that was formerly St. Francis Hospital, which became part of the WMC Health Network and was renamed Mid-Hudson Regional Hospital. In 2015, WMC took control of the Bon Secours Charity hospitals that are located in Rockland and Orange Counties in New York and were once part of the Bon Secours Health System, Inc. Network. These hospitals are now covered under an Affiliation Agreement with Bon Secours Mercy Health, Inc. ("BSMH") as successor to Bon Secours Health System, Inc. WMC holds a 60% economic interest and BSMH holds a 40% economic interest in Bon Secours Charity. In 2016, WMC took over and made part of its system the Health Alliance hospitals located in and around Kingston and Margaretville, New York.

## 1.3 Designated Contact

State Finance Law Sections 139-j and 139-k (the "Procurement Requirements") restrict communications between WMC and those responding to RFPs. EXCEPT AS OUTLINED BELOW, FROM THE DATE THIS RFP IS ISSUED UNTIL THE TENTATIVE AWARD AND APPROVAL OF ANY CONTRACT (THE "RESTRICTED PERIOD") ALL COMMUNICATIONS BETWEEN PROPOSER'S AND WMC REGARDING THIS RFP, MUST BE CONDUCTED ONLY WITH REPRESENTATIVES IDENTIFIED BY WMC AS "DESIGNATED CONTACTS."

The Designated Contact for this RFP is:

Mr. John Morgan  
Senior Vice President-Financial Operations  
Westchester County Health Care Corporation  
Executive Offices  
Valhalla, New York 10595  
John.Morgan@wmchealth.org

### **A. Exceptions: Permissible Contacts.**

In certain limited circumstances, it is permissible for proposers to communicate with WMC representatives other than the Designated Contact about the RFP. These Permissible Contacts Include:

- Submission of written proposals;
- Written complaints by a prospective proposer to WMC's General Counsel regarding the failure of WMC to timely respond to authorized contacts by vendors;
- Participation in RFP conferences or interviews;
- Negotiations following the tentative award of a contract;
- Requests to review the award of a contract; and
- Legal or administrative proceedings regarding the award of a contract.

### **B. Record of Contacts.**

As required by § 139-k of the State Finance Law, WMC will record information about contacts with proposer's during the Restricted Period. Information recorded by WMC will include but not be limited to the name, address, telephone number, place of principal employment and occupation of the person or entity making the contact. All recorded information concerning contacts made during the Restricted Period will become part of the procurement record for this RFP.

### **C. Responsibility of Proposer.**

WMC will review whether proposer's contacts with WMC were made in accordance with the terms of this Section 1.3 or otherwise qualify as a Permissible Contact under the State Finance Law. A finding that a proposer has knowingly and willfully violated the terms of State Finance Law §§ 139-j and 139-k may result in a determination that such proposer is not a "responsible" proposer. Such a determination will be considered by WMC in its assessment of whether a proposer is qualified to perform the services described in this RFP.

### **D. Disclosure of Non-Responsibility.**

All proposers must disclose to WMC, on the Disclosure of Prior Non-Responsibility Determinations Form attached hereto as Attachment E, any finding of non-responsibility made by a governmental entity within the previous four (4) years based on either impermissible contacts under § 139-j of the State Finance Law or the intentional provision of false or incomplete information to a governmental entity. Failure of any proposer to timely disclose a finding of non-responsibility or the submission of any intentionally false or incomplete information may result in the rejection of a proposal, the cancellation of a contract award, or if such contract has been executed, the immediate termination of the contract.

**E. Written Affirmation.**

Each proposer must submit a written affirmation, in the form attached hereto as Attachment F, as to the proposer's understanding and agreement to comply with WMC's procedures relating to Permissible Contacts. The affirmation must be completed and signed by a corporate officer or Principal of the proposer. Proposals that do not contain a signed original affirmation will be rejected.

1.4 Key Events/Timeline – Preliminary, subject to change

Event	Date
RFP Release	Tuesday, June 27, 2023
Questions and Requests for Clarification Due	Friday, July 7, 2023
Questions and Answers on website	Wednesday, July 12, 2023
Proposal Due Date	Wednesday, July 19, 2023

**2. RFP Instructions**

2.1 RFP Questions and Clarifications

All questions or requests for clarification concerning the RFP shall be submitted via e-mail to the Designated Contact(s) by 5:00 pm (EDT) on Wednesday, June 28, 2023. No questions or requests for clarification will be accepted by telephone. Questions submitted by proposer's and all WMC responses will be distributed to all prospective proposers or posted to the WMC website.

2.2 Addenda to RFP

In the event it becomes necessary to revise any part of this RFP or extend any deadline listed herein, WMC will issue an addenda to the RFP and distribute it to all known prospective proposers.

2.3 Cost of Proposals

Proposers shall not be reimbursed for any costs or expenses incurred in the preparation or submission of proposals or the attendance at an RFP conference or interview. All costs associated with a proposer's response to this RFP shall be borne by the proposer.

2.4 Proposal Format and Content

Proposals should provide a straightforward complete and concise description of the proposer's capabilities to satisfy the requirements of the RFP. Proposals must state the assumptions made when preparing the proposal. Proposals should be no more than 15 pages in length. Proposals must include but need not be limited to:

**A. Title Page and Table of Contents.**

- A title page that identifies the RFP for which the proposal is being submitted, states the proposer's name, and lists the name, address and telephone number(s) of the proposer's contact person(s).
- A table of contents that identifies each numbered section of the proposal according to the proposal format set forth herein.

**B. Transmittal Letter (1 page)**

- A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by the individual or individuals authorized to bind the firm contractually. An unsigned proposal may be rejected. The letter shall include the following:
  - Transmittal letter must indicate the signer is authorized to sign the proposal and the contract and must include the title or position the signer holds in the proposer's firm.
  - If the signer is not the contact person identified on the title page, also include the address and telephone number of the authorized signatory.
  - A statement as to the willingness of the proposer's firm to enter into a contractual agreement containing, at a minimum, the terms and conditions set forth in Attachment B of this RFP. In accordance with Section 6 of this RFP, any exceptions to these terms and conditions must be explicitly stated in a separate section of the proposal.

**C. Executive Summary.**

- A concise (no more than one page) summary of key points of the proposal.

**D. Proposer's Background and Experience-Proposer Specific Questions**

- a. Provide a brief history of the proposer, including the following:
  - i. A description of the firm and the organizational structure of the firm's public finance and/or municipal underwriting operations. Indicate whether the firm has a separate healthcare underwriting division, the office location (staff proximity/availability) and the number of employees. Include a statement about the firm's Excess Capital from its most recent Focus Report.
  - ii. Provide a description of recent healthcare experience, particularly in the New York market.
  - iii. Provide a description of recent municipal experience, particularly in the New York market.
  - iv. Biographies of the key individuals who would comprise the firm's underwriting and marketing team to be assigned to the Corporation.
  - v. Identify the principal in charge of the engagement and specify each member's role.
- b. Briefly discuss the credit and other key issues that the Corporation (Westchester Medical Center) may face in connection with the contemplated financing.
- c. Explain the reasons your firm is well suited to handle these issues in b above for the Corporation.
- d. Describe your expertise and experience with rating agencies, issuers of bond insurance, and letters of credit, citing specific comparable financings.
- e. Describe your firm's approach to evaluating and increasing debt capacity in conjunction with the contemplated refinancing of the existing long-term debt.
- f. Describe at least three (3) comparable transactions which these individuals have led during the past two years. Please include references for each transaction.
  - Please provide a pricing progression worksheet for each transaction, showing subscription, and changes to the offering prices.
  - For insured transactions, please provide comparable underlying scale to demonstrate savings.
  - Provide information on whether any transaction was marketed with a limited public offering or private placement, while also doing a public offering of the balance.

- g. Briefly describe your firm's distribution approach and capabilities regarding institutional and/or retail focus.
- h. Based on closing MMD on July 12<sup>th</sup>, please present a representative interest rate scale showing where you think the bonds with your recommended structure would price if they were sold in the current market. This should include a scale for the bonds insured by AGM as well as a comparable scale for the bonds, if sold on an uninsured basis.
- i. While we recognize that the interest rates and underwriter's discount, particularly takedown, will be determined at the time of sale, please provide a not-to-exceed underwriter's discount per \$1000 bond, by component. Please include the cost of the underwriter's counsel in the expense component of the spread, and break out the total dollar fee. Also note that your management fee should be based upon a fixed fee for the issue that will not fluctuate with the bond sizing.
- j. Is your firm currently involved with any securities law litigation or investigation by any regulatory authority? If so, please summarize.
- k. Please provide a relatively detailed schedule for implementation of engagement, as WMC would like to be in the market as soon as practicable.

**E. Staffing Proposal.**

- A staffing proposal that includes a list of staff who will participate in the project, showing the role of each and their level of effort and qualifications. Resumes for the lead bankers are to be included here; resumes for the balance of the team may be in an Appendix.

**F. Fee Proposal. (1/2 page)**

- The fee proposal must be submitted as part of the proposer's package. Although proposed fees will be considered, WMC reserves the right to negotiate a lower or different fee structure with any proposer that is tentatively selected.

**G. Conflicts of Interest. (1 page limit)**

- A statement describing any financial interest of any employee, officer, or director with WMC. A financial interest" shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or "in kind" compensation; (b) any gift of more than nominal value; (c) service as an officer or director of vendor whether or not remuneration is received for such service; or (d) an ownership interest in vendor, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest.
- A statement describing any potential conflict of interest or appearance of impropriety relating to other clients of the proposer's firm, or employees of WMC or New York Medical College, that could be created by providing services to WMC.
- Indicate whether any owner, officer, or employee of proposer's firm has served as an officer of or has been employed by WMC during the previous twelve (12) month period.
- Indicate what procedures will be followed to detect and notify WMC of, and to resolve any conflicts of interest.
- Indicate any pending litigation and/or regulatory action brought by any oversight body or entity that could have an adverse material impact on the proposing firm's ability to serve WMC.
- Indicate if the firm has ever had a contract with any governmental entity terminated for any reason, and if so, provide an explanation.

**H. Attached Forms.**

- All proposals must include completed copies of the forms annexed hereto as Attachments D, E, F, and G.

**2.5 Submission of Proposal**

Proposers must submit an electronic version via e-mail no later than 5:00 PM Eastern Standard Time on Wednesday, July 19, 2023 to the email address stated below. Proposals received after this time and date will not be considered. WMC is not responsible for any internal or external delivery delays that may cause a proposal to arrive at the prescribed address after the deadline.

WMC will accept electronic submissions only. Please make sure that the cover email includes the following:

- i. the name of the proposer. and
- ii. the name of the contact person, and
- iii. the proposer's address, and
- iv. the title of the RFP.

Proposals must be submitted to:

**Westchester County Health Care Corporation  
Executive Offices  
Finance Department  
Attn: Mr. John Morgan, Senior Vice President-Financial Operations  
Room  
100 Woods Road  
Valhalla, New York 10595  
John.Morgan@wmchealth.org**

**3. Administrative Information**

**3.1 Method of Award**

The award will be made based on best value (the proposal which optimizes, quality, cost, and efficiency) and the most responsive and responsible proposer as determined in the evaluation process. The contract will not be awarded solely based on lowest cost. Instead, the award will be made to the respondent(s) whose proposal receives the highest overall evaluation score based on the criteria stated herein.

All proposals received in accordance with Section 2.5 will be reviewed and evaluated. Incomplete proposals and proposals that do not meet the minimum requirements will be rejected.

Proposers may be requested by WMC to clarify the contents of their proposals. Other than providing such information as may be requested by WMC, including but not limited to best and final offers, no proposer will be allowed to alter its proposal or add new information after the final submission date and time.



### 3.2 Reservation of Rights

WMC reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at its' sole discretion;
- Make an award under the RFP in whole or in part;
- Pursue any or all of the services described herein from alternate sources;
- Disqualify a proposer whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine a proposer's compliance with the RFP requirements;
- Prior to the opening of proposals, amend the RFP specifications to correct errors or oversights, or to supply additional information about the services sought as such information becomes available.
- Prior to the opening of proposals, direct proposers to submit proposal modifications addressing subsequent amendments or addenda to the RFP;
- Change any date set forth in this RFP;
- Waive any non-material requirements of the RFP;
- Interview a short-list of respondents;
- Negotiate with the successful proposer within the scope of the RFP in the best interests of WMC;
- Require proposers to submit best and final offers ("BAFOs");
- Award contracts to more than one successful proposer;
- Negotiate with selected proposers prior to contract award;
- Make any payment contingent upon the submission of specific deliverables; and
- Require that all offers be held open for a period of 120 days unless otherwise expressly provided for in writing.

### 3.3 Confidentiality of Proposals

Confidential, trade secret, or proprietary materials must be clearly marked and identified as such upon submission by the proposer. Proposers must provide specific justification as to why disclosure of particular information in the proposal would cause substantial injury to the competitive position of the proposer.

Properly identified information that has been designated as confidential, a trade secret, or proprietary by the proposer will not be disclosed except as may be required by the Freedom of Information Law or other applicable state or federal laws. If WMC determines that the law requires that confidential information be disclosed, WMC will notify the proposer so that it may take whatever steps it deems appropriate.

### 3.4 Non-Discrimination Policy and MWBE Opportunities

It is the policy of WMC to comply with all federal, state, and local laws, policies, orders, rules and regulations that prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status. WMC has a policy to encourage meaningful participation by business enterprises owned by persons of color and women - Minority Business Enterprise (MBE) and Women Business Enterprise (WBE).

The proposer shall use its best efforts to encourage, promote, and increase participation of business enterprises owned and controlled by persons of color or women (MBE/WBE) in the services sought by this RFP and to efficiently and effectively monitor such participation.

### 3.5 Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses

WMC has a policy to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of WMC contracts. In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, proposers are expected to consider SDVOBs in the fulfillment of the requirements of the contract. Proposer shall make good faith efforts to promote and assist in the participation of SDVOBs on the contract for the provision of services.

## 4. Evaluation Factors for Awards

### 4.1 Proposal Evaluation – Overview

The ability to perform the requested services is most important in the evaluation proposals. In addition, proposals will be evaluated for: existing or potential conflicts of interests, financial and operational stability, as well as adequacy and completeness. WMC reserves the right to disqualify a proposer if, in WMC's sole opinion, the proposal does not satisfy any or all of the evaluation criteria.

### 4.2 Notification of Award

Successful proposer(s) will be advised by the WMC through a letter of tentative award.

## 5. Scope of Work

The Successful Proposer shall provide investment banking and underwriting services as follows:

1. Recommendations for debt structures, preparing and/or reviewing the offering statement and assisting in other areas as necessary in connection to the Corporation's debt financing plans.
2. Assist in all aspects of the structuring, underwriting, marketing and distributing of long- and short-term debt based on the Corporation's financing needs and market conditions at the time of issuance.
3. Provide advice and assistance in developing market strategies and determine the timing of debt issuances to ensure success in underwriting and marketing of the Corporation's bonds at the lowest cost.
4. Preparation for, attendance and participation at meetings of the Corporation, its officials and/or its financial advisor as required from time-to-time to assist the Corporation in adjusting its interest rate strategies in response to market conditions.
5. Assist in the preparation and/or review of official statements and other related documents in connection with the issuance and sale of long- and short-term debt.
6. Advise and assist in analyzing alternative financing mechanisms, to the extent necessary or appropriate, and assist in employing such mechanisms.
7. Provide market statistics related to the Corporation's outstanding debt.
8. Such additional services relating to the structuring and sale, of such tax-exempt and taxable debt instruments, as may from time to time be requested by the Corporation including presentation to rating agencies and to potential investors prior to bond sale.

THE SUCCESSFUL PROPOSER SHALL HAVE EXPERTISE AND EXTENSIVE EXPERIENCE IN STRUCTURING, UNDERWRITING, MARKETING AND DISTRIBUTING MUNICIPAL BONDS.

## **6. Contract Overview**

### 6.1 Contract Provisions

The contract will incorporate provisions of this RFP and portions of the successful proposal to which WMC agrees. The final contract will also include the WMC Standard Terms and Conditions set forth in Attachment B and WMC's Travel and Expense Policy for Vendors as set forth in Attachment C, and any applicable riders or other information deemed appropriate by WMC. The properly executed contract shall supersede all proposals, whether written or oral, and any and all negotiations, conversations, and discussions prior to execution of the contract.

Final contracts executed pursuant to this RFP shall be subject to WMC purchasing policies and procedures and the review and approval of WMC's Office of Legal Affairs.

### 6.2 Term of Contract

The proposed term of any new agreement executed pursuant to this RFP is a period of 3 years unless extended by WMC, commencing on notification of the award.

### 6.3 Acceptance of Terms and Conditions

Proposer must acknowledge that it has read the WMC Standard Terms and Conditions, as set forth in Attachment B, and that it understands and agrees to be bound by the same, with noted exceptions. Proposer must provide a separate document of exceptions, if any, taken to the WMC Standard Terms and Conditions. Each exception must reference a specific numbered paragraph of the Standard Terms and Conditions. Proposer shall state a proposed alternative to each exception taken when stating that the term or condition is "unacceptable." Any exceptions to WMC Standard Terms and Conditions may disqualify a proposer's proposal.

### 6.4 Disposition of Proposals

All proposals received by the due date become the property of WMC and shall not be returned. Any successful proposal may be incorporated into the resulting contract and will become public record.

**Attachment A**  
**2022 Audit Report**  
**2023 WMC Budget**



Basic Financial Statements, Supplementary Schedules (with Management's Discussion and Analysis) and Report of Independent Certified Public Accountants

**Westchester County Health Care Corporation**

December 31, 2022 and 2021

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**REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS**

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Board of Directors  
Westchester County Health Care Corporation

**Opinion**

We have audited the accompanying financial statements of the business-type activities of Westchester County Health Care Corporation (WCHCC) as of and for the years ended December 31, 2022 and 2021, and the related notes to the financial statements, which collectively comprise WCHCC's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of WCHCC, and the discretely presented component unit of WCHCC as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of WCHCC (Bermuda), Limited, a wholly owned subsidiary of WMC-New York, Inc., a blended component unit of WCHCC, which statements reflect total assets constituting \$229,663,000 and total liabilities constituting \$88,228,000 as of December 31, 2021. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for WCHCC (Bermuda), Limited, is based solely on the report of the other auditors.

**Basis for opinion**

We conducted our audits of the financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of WCHCC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Responsibilities of management for the financial statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about WCHCC's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

**Auditor's responsibilities for the audit of the financial statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of WCHCC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about WCHCC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.





**Required supplementary information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 6 through 14, and the required supplementary information on pages 49 through 51, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with US GAAS. These limited procedures consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Grant Thornton LLP*

Philadelphia, Pennsylvania April 13, 2023

# Westchester County Health Care Corporation MANAGEMENT'S DISCUSSION AND

## ANALYSIS (UNAUDITED)

December 31, 2022 and 2021

### **Overview**

This annual report consists of four parts - management's discussion and analysis, the basic financial statements, required supplementary schedules and other information.

Management's Discussion and Analysis of the Westchester County Health Care Corporation's ("WCHCC") annual financial report presents WCHCC and its blended component units' financial performance during the years ended December 31, 2022, 2021 and 2020. The purpose is to provide an objective analysis of the financial activities of WCHCC based on currently known facts, decisions, and conditions. Please read it in conjunction with the basic financial statements, which follow this section.

The basic financial statements (Statements of Net Position, Statements of Revenues, Expenses, and Changes in Net Position, Statements of Cash Flows, and the Notes to Financial Statements) present on a comparative basis the financial position of WCHCC at December 31, 2022 and 2021 and the changes in its financial position and cash flows for the years then ended. The Statements of Revenues, Expenses, and Changes in Net Position reflect the years' activities on the accrual basis of accounting, where revenues and expenses are recorded when services are provided or obligations are incurred, not when cash is received or paid. The financial statements also report WCHCC's net position (the difference between assets and liabilities) and how that has changed. The Statements of Cash Flows provides relevant information about the years' cash receipts and cash payments and classifies them as operating, noncapital financing, capital and related financing and investing activities. The Notes to Financial Statements explain information in the financial statements and provide more detailed data.

On March 11, 2020, the World Health Organization declared COVID-19, the disease caused by the novel coronavirus, a pandemic. As a result of the COVID-19 pandemic, WCHCC experienced a decline in patient visits, admissions, and medical procedures performed. Elective medical procedures were suspended by state and local governments at varying time periods beginning in mid-March through late May 2020, contributing to a significant decline in net patient service revenue due to COVID-19 when compared to historic and forecasted results for that period. Additionally, in response to the pandemic, WCHCC incurred additional costs for testing, personal protective equipment, third-party contract services and other operating costs associated with ensuring employee and patient safety while operating during a pandemic. Since late May 2020, WCHCC has begun to see increases in its patient visits, admissions, and medical procedures, however, volumes have not returned to pre-pandemic levels. Management is actively monitoring operating revenues and expenses based on the continuing uncertainties of COVID-19.

Bon Secours Charity Health System, Inc. ("Charity"), Bon Secours Health System Inc. ("BSHI"), and the Sisters of Charity of Saint Elizabeth ("SOC") have an affiliation agreement with WCHCC and WMC Health Network - Rockland, Inc. ("WMC - Rockland," a subsidiary of WCHCC), in which WMC - Rockland is the majority member of Charity, holding 60% of the economic interest in Charity and appointing 60% of the Charity Board of Directors. Bon Secours Mercy Health, Inc. ("BSMH") is the successor entity to BHSI. BSMH holds a 40% economic interest in Charity and, together with SOC, appoints 40% of the Charity Board of Directors. Charity is a discretely presented component unit.

Westchester County Health Care Corporation MANAGEMENT'S DISCUSSION AND ANALYSIS

(UNAUDITED) - CONTINUED

December 31, 2022, 2021 and 2020 (amounts in thousands)

*Financial Analysis*

*Summary of Assets, Liabilities, and Net Position December 31, 2022, 2021, and 2020*

2022-2021  
Percentage

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>Change</u>
<b>Assets</b>				
Current assets	\$ 698,323	\$ 811,871	\$ 859,175	(14.0)%
Capital assets, net	943,068	921,453	869,721	2.3
Other assets	<u>216,437</u>	<u>145,228</u>	<u>156,029</u>	49.0
Total assets	<u>\$ 1,857,828</u>	<u>\$ 1,878,552</u>	<u>\$ 1,884,925</u>	<u>(1.1)%</u>
<b>Deferred outflows of resources</b>	<u>\$ 222,035</u>	<u>\$ 251,793</u>	<u>\$ 206,797</u>	<u>(11.8)%</u>
<b>Liabilities</b>				
Current liabilities	\$ 624,468	\$ 670,443	\$ 633,306	(6.9)%
Long-term portion of debt, net	765,319	773,201	773,069	(1.0)
Other long-term liabilities	<u>737,292</u>	<u>751,317</u>	<u>1,039,239</u>	(1.9)
Total liabilities	<u>\$ 2,127,079</u>	<u>\$ 2,194,961</u>	<u>\$ 2,445,614</u>	<u>(3.1)%</u>
<b>Deferred inflows of resources</b>	<u>\$ 296,872</u>	<u>\$ 263,955</u>	<u>\$ 19,673</u>	<u>12.5%</u>
<b>Net position</b>				
Restricted	\$ 22,445	\$ 20,863	\$ 16,509	7.6%
Unrestricted	<u>(366,533)</u>	<u>(349,434)</u>	<u>(390,074)</u>	4.9
Total net position	<u>\$ (344,088)</u>	<u>\$ (328,571)</u>	<u>\$ (373,565)</u>	<u>4.7%</u>

CONTINUED

December 31, 2022, 2021 and 2020 (amounts in thousands)

*Financial Analysis**Summary of Revenues, Expenses, and Changes in Net Position Years ended December 31, 2022, 2021 and 2020*

2022-2021

Percentage

	2022	2021	2020	Change
<b>Operating revenues</b>				
Net patient service revenue	\$ 1,927,883	\$ 1,746,803	\$ 1,406,603	10.4%
Other revenue	96,009	123,172	130,215	(22.1)
Total operating revenues	<u>2,023,892</u>	<u>1,869,975</u>	<u>1,536,818</u>	<u>8.2</u>
<b>Operating expenses</b>				
Salaries and benefits	1,176,168	1,093,917	1,015,481	7.5
Supplies and other expenses	694,989	615,509	588,979	12.9
Depreciation and amortization	93,232	91,702	88,655	1.7
Total operating expenses	<u>1,964,389</u>	<u>1,801,128</u>	<u>1,693,115</u>	<u>9.1</u>
Operating income (loss) before OPEB and pension expenses	59,503	68,847	(156,297)	(13.6)
Salaries and benefits - OPEB expenses	21,175	19,912	16,349	6.3
Salaries and benefits - NYS pension expense	32,500	31,500	32,115	3.2
Operating income (loss) before NYS pension adjustment	5,828	17,435	(204,761)	(66.6)
NYS non-cash pension adjustments	(28,403)	(11,128)	47,308	155.2
Operating income (loss)	34,231	28,563	(252,069)	19.8
<b>Nonoperating activities, net</b>				
Investment income	3,329	14,894	7,281	(77.6)
Unrealized (losses) gains on marketable securities, net	(29,240)	714	12,766	(4,195.2)
Interest expense	(48,334)	(48,924)	(44,504)	(1.2)
Government stimulus grants	12,642	6,871	207,636	84.0
Loss on impairment of capital assets	(1,960)	-	-	-
Other nonoperating activities, net	471	479	(7,153)	(1.7)
Total nonoperating activities, net	<u>(63,092)</u>	<u>(25,966)</u>	<u>176,026</u>	<u>143.0</u>
(Loss) income before other additions and deductions	(28,861)	2,597	(76,043)	(1,211.3)
<b>Other additions</b>				
NYS Capital Restructuring Financing Program Grant Award	13,344	42,397	10,326	(68.5)
(Decrease) increase in net position	(15,517)	44,994	(65,717)	(134.5)
<b>Net position</b>				
Beginning of year	(328,571)	(373,565)	(307,848)	(12.0)
End of year	<u>\$ (344,088)</u>	<u>\$ (328,571)</u>	<u>\$ (373,565)</u>	<u>4.7%</u>
<b>Calculation</b>				
(Decrease) increase in net position	\$ (15,517)	\$ 44,994	\$ (65,717)	(134.5)%
NYS non-cash pension adjustment	(28,403)	(11,128)	47,308	155.2
(Decrease) increase in net position excluding NYS non-cash pension adjustment	<u>\$ (43,920)</u>	<u>\$ 33,866</u>	<u>\$ (18,409)</u>	<u>(229.7)%</u>

**Westchester County Health Care Corporation**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) - CONTINUED**

**December 31, 2022 and 2021**

Management's Discussion and Analysis includes the activities of WCHCC and its subsidiary entities (excluding Charity).

**Overall Financial Position and Operations**

WCHCC reported (decrease)/increase in net position excluding NYS non-cash pension adjustments of (\$43.9) million, \$33.9 million, and (\$18.4) million for the years ended December 31, 2022, 2021, and 2020, respectively. WCHCC's net position increased \$15.5 million from December 31, 2021 to December 31, 2022 and decreased \$45.0 million from December 31, 2020 to December 31, 2021.

Significant financial indicators are as follows:

	2022	2021	2020
(Decrease) increase in net position excluding NYS non-cash pension adjustments (in millions)	\$ (43.9)	\$ 33.9	\$ (18.4)
Current ratio	1.1	1.2	1.4
Quick ratio	1.1	1.2	1.3
Days cash on hand	50.9	100.9	131.9

**Analysis of Financial Position**

In this section, WCHCC's management provides its analysis of December 31, 2022 financial amounts compared to December 31, 2021 financial amounts and, where appropriate, December 31, 2021 financial amounts compared to December 31, 2020 financial amounts.

**Assets and Liabilities**

Cash and Cash Equivalents

Cash and cash equivalents decreased \$154.5 million at December 31, 2022 compared to December 31, 2021, primarily due to Medicare Advance repayment (\$57.5 million), increased capital spending from operations (\$78.8 million), repayment of deferred employer social security (\$12.2 million) and other statement of net position changes. Cash and cash equivalents decreased \$150.7 million at December 31, 2021 compared to December 31, 2020, primarily due to Medicare Advance repayment (\$64.1 million), increased capital spending from operations (\$43.6 million), purchase of investments (\$37.4 million) and other statement of net position changes.

Investments

Investments decreased \$63.6 million at December 31, 2022 compared to December 31, 2021 primarily due to unrealized losses on marketable securities and sale of investments and increased \$41.8 million at December 31, 2021 compared to December 31, 2020, primarily due to purchases of new investments and favorable market performance.

Patient Accounts Receivable, net

Patient accounts receivable reflected days revenue outstanding of 49.3, 47.9, and 49.0 at December 31, 2022, 2021 and 2020, respectively. Days revenue outstanding at December 31, 2022 compared to December 31, 2021, and at December 31, 2021 compared to December 31, 2020 were relatively consistent.

**Westchester County Health Care Corporation**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) - CONTINUED**

**December 31, 2022 and 2021**

Other Current Assets

Other current assets increased \$74.6 million from December 31, 2021 to December 31, 2022 due to increases in third party receivables and other statement of net position changes and increased \$14.3 million from December 31, 2020 to December 31, 2021 due to increases in inventory, prepaid expenses and other statement of net position changes.

Assets Restricted as to Use

Assets restricted as to use decreased \$2.5 million from December 31, 2021 to December 31, 2022 primarily due to decreases in funds held for the single campus project and increased \$9.8 million from December 31, 2020 to December 31, 2021 primarily due to increases in restricted contributions, restricted investments and funds held for the single campus project.

Other Assets, net

Other assets increased \$70.1 million from December 31, 2021 to December 31, 2022 primarily due to the change in New York State Local Retirement System ("NYSLRS") from a pension liability to a pension asset and decreased \$673,000 from December 31, 2020 to December 31, 2021 primarily due to various balance sheet changes due to the increase in leases receivable.

Capital Assets, net

Capital assets increased \$21.6 million from December 31, 2021 to December 31, 2022 and increased \$51.7 million from December 31, 2020 to December 31, 2021 primarily due additions for the HealthAlliance single campus construction and various other capital projects and medical equipment purchases.

Right to Use Lease Assets

Right to use lease assets increased \$2.1 million from December 31, 2021 to December 31, 2022 due to additions exceeding depreciation expense, and decreased \$12.9 million from December 31, 2020 to December 31, 2021 due to depreciation expense.

Line of Credit

Line of credit decreased \$40.0 million from December 31, 2021 to December 31, 2022 due to payments on draws and increased \$10.0 million from December 31, 2020 to December 31, 2021, due to draws at the end of 2021.

Current Portion of Right to Use Lease Liabilities

Current portion of right to use lease liabilities increased \$1.3 million from December 31, 2021 to December 31, 2022 due to an increase in leases and decreased \$2.0 million from December 31, 2020 to December 31, 2021 due to a decrease in leases.

Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses increased \$38.6 million from December 31, 2021 to December 31, 2022 and increased \$22.0 million from December 31, 2020 to December 31, 2021 due to the timing of payments.

**Westchester County Health Care Corporation**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) - CONTINUED**

**December 31, 2022 and 2021**

Accrued Salaries and Related Withholdings

Accrued salaries and related withholdings increased \$860,000 from December 31, 2021 to December 31, 2022 and increased \$9.0 million from December 31, 2020 to December 31, 2021 due to an increase in salaries and the timing of payrolls.

Current Portion of Other Long-Term Liabilities

Other current liabilities decreased \$48.5 million from December 31, 2021 to December 31, 2022 primarily due to the repayment of Medicare advances offset by other current year activity, and other current liabilities decreased \$5.1 million from December 31, 2020 to December 31, 2021 primarily due to the repayment of Medicare advances offset by other current year activity.

Long-Term Debt

Long-term debt decreased \$6.1 million from December 31, 2021 to December 31, 2022, due to new financed purchases of \$19.4 million partially offset by principal payments and amortization of bond premiums and discounts of \$25.5 million.

Long-term debt increased \$3.3 million from December 31, 2020 to December 31, 2021, due to new financed purchases of \$25.8 million partially offset by principal payments and amortization of bond premiums and discounts of \$22.5 million.

Non-Current Right to Use Lease Liabilities, net

Non-current right to use lease liabilities increased \$4.4 million from December 31, 2021 to December 31, 2022 due to new leases and decreased \$7.6 million from December 31, 2020 to December 31, 2021 due to payments.

Other Long-Term Liabilities

Other long-term liabilities decreased \$18.5 million from December 31, 2021 to December 31, 2022, primarily due to a decrease of \$5.7 million in NYSLRS deferred pension liabilities and a decrease in post-retirement health liabilities of \$16.4 million, partially offset by an increase in self-insurance liabilities of \$7.8 million.

Other long-term liabilities decreased \$280.4 million from December 31, 2020 to December 31, 2021, primarily due to a decrease of \$231.5 million in the NYS pension liability and a decrease of \$52.3 million due to Medicare advances under the CARES Act, partially offset by an increase in post-retirement health liabilities of \$20.9 million.

***Deferred Outflows and Inflows of Resources***

Deferred Outflows

Deferred outflows decreased approximately \$29.8 million from December 31, 2021 to December 31, 2022 primarily due to decreases in NYS deferred pension outflows of \$36.7 million and bond outflows of \$1.6 million partially offset by an increase in post-retirement outflows of \$8.5 million, and increased approximately \$45.0 million from December 31, 2020 to December 31, 2021 primarily due to increases in NYS deferred pension outflows of \$31.8 million and post-retirement outflows of \$14.7 million partially offset by a decrease in bond outflows of \$1.5 million.

**Westchester County Health Care Corporation**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) - CONTINUED**

**December 31, 2022 and 2021**

Deferred Inflows

Deferred inflows increased \$32.9 million from December 31, 2021 to December 31, 2022 due to deferred NYS pension inflows of \$4.4 million and deferred post-retirement inflows of \$29.5 million, partially offset by a decrease of \$1.0 million for deferred lease outflows and increased \$244.3 million from December 31, 2020 to December 31, 2021 due to deferred NYS pension inflows of \$248.5 million, partially offset by decreases in deferred post-retirement inflows of \$2.5 million and by \$1.5 million for deferred lease outflows.

***Revenues and Expenses***

Net Patient Service Revenue

Net patient service revenue increased \$181.1 million from 2021 to 2022 and \$340.2 million from 2020 to 2021 due to an increase in outpatient visits, admissions, case mix and higher reimbursement rates.

Other Revenue

Other revenue decreased \$27.2 million from 2021 to 2022 and \$7.0 million from 2020 to 2021, primarily due to a decrease in grants and other revenue.

Salaries and Benefits, Including Post-Retirement and New York State Pension

Salaries and benefits increased \$67.2 million from 2021 to 2022 due to investment in new physicians and support staff, contractual salary increases and increased \$22.9 million from 2020 to 2021 due to investment in new physicians and support staff, insourcing of contracted staff, contractual salary increases and an increase in staffing for the COVID-19 vaccination program

Supplies and Other Expenses

Supplies and other expenses increased approximately \$79.5 million from 2021 to 2022 due to increased volume and inflation impacting the following areas:

- Increase in medical supplies of \$37.5 million
- Increase in contractual, consulting and professional fees of \$14.5 million
- Increase in outsourcing support for HealthAlliance of \$14.8 million
- Increase in utilities of \$3.9 million
- Increase in other expenses of \$8.8 million

Supplies and other expenses increased approximately \$26.5 million from 2020 to 2021 due to the return of volume impacting the following areas:

- Increase in medical supplies of \$20.5 million
- Increase in consulting and professional fees of \$4.7 million
- Increase in other expenses of \$1.3 million

Depreciation and Amortization Expense

Depreciation and amortization expense increased \$1.5 million from 2021 to 2022 and \$3.0 million from 2020 to 2021 due to capital asset additions in 2021 and 2020, respectively.



**Westchester County Health Care Corporation**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) - CONTINUED**

**December 31, 2022 and 2021**

Nonoperating Activities, net

Nonoperating activities, net decreased \$37.1 million from 2021 to 2022, primarily due to unrealized losses on investments and a decrease in investment income due to unfavorable market conditions, partially offset by an increase in government grants.

Nonoperating activities, net decreased \$202.0 million from 2020 to 2021, primarily due to significant one-time Government Stimulus grants in 2020 obtained from the CARES Act and a decrease in unrealized gains on investments, partially offset by an increase in investment income.

Net Position

As shown in the Statements of Net Position, WCHCC's net position has the following components:

Restricted

Increased \$1.6 million and \$4.3 million from December 31, 2021 to December 31, 2022, and December 31, 2020 to December 31, 2021, respectively, primarily due to an increase in restricted contributions.

Unrestricted

Unrestricted net deficit increased by \$17.1 million to (\$366.5) million at December 31, 2022 from (\$349.4) million, primarily due to the changes in net position for the year ended December 31, 2022.

Unrestricted net deficit decreased by \$40.7 million to (\$349.4) million at December 31, 2021 from (\$390.1) million, primarily due to the changes in net position for the year ended December 31, 2021.

Capital Assets, net

At December 31, 2022, WCHCC had capital assets, net of accumulated depreciation of \$943.1 million, compared to \$921.5 million at December 31, 2021 and \$869.7 million at December 31, 2020. Major categories of capital assets, net are set forth in the table below (amounts in thousands):

	2022	2021	2020
Land and land improvements	\$ 13,927	\$ 12,354	\$ 12,000
Buildings and building improvements	516,803	436,373	450,000
Equipment	404,063	393,983	381,062
Construction in progress	8,275	78,743	26,659
	\$ 943,068	\$ 921,453	\$ 869,721

Capital assets, net increased in 2022 by \$21.6 million, consisting of additions for the HealthAlliance single campus construction project and other capital projects and medical equipment purchases of \$96.8 million, offset by depreciation expense of \$75.2 million. Capital assets, net increased in 2021 by \$51.7 million, consisting of additions for the HealthAlliance single campus construction project and other capital projects and medical equipment purchases of \$129.4 million, offset by depreciation expense of \$77.7 million. More detailed information about WCHCC's capital assets is presented in Note 7 to the financial statements.

**Westchester County Health Care Corporation**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) - CONTINUED**

**December 31, 2022 and 2021**

Long-Term Debt

At December 31, 2022, WCHCC had \$791.3 million in total long-term debt outstanding, as follows with comparative amounts at December 31, 2021 and December 31, 2020 (amounts in thousands):

	2021	2020	2019
2010 Series Bonds	\$ 71,535	\$ 71,570	\$ 71,605
2014 Series Bonds	23,421	24,000	24,551
2015 Series Bonds	20,138	20,892	21,614
2016 Series Bonds	273,306	275,991	278,555
2020 Series Bonds	300,000	300,000	300,000
Other, net	24,366	25,107	26,327
Bond premium/discount	19,855	20,691	21,529
Financed purchases	58,635	59,080	49,857
	\$ 791,256	\$ 797,331	\$ 794,038

Long-term debt decreased \$6.1 million from December 31, 2021 to December 31, 2022 due to principal payments and amortization of bond premiums and discounts of \$25.5 million partially offset by new financed purchases of \$19.4 million, and increased \$3.3 million from December 31, 2020 to December 31, 2021 due to new financed purchases of \$25.8 million partially offset by principal payments and amortization of bond premiums and discounts of \$22.5 million

More detailed information about WCHCC's long-term debt is presented in Note 8 to the financial statements.

***Contacting WCHCC's Financial Management***

This financial report provides a general overview of WCHCC's finances and operations. If you have questions about this report or need additional financial information, please contact Gary F. Brudnicki, Senior Executive Vice President, Westchester County Health Care Corporation, Executive Offices, Valhalla, New York 10595.

## STATEMENTS OF NET POSITION

December 31, 2022 and 2021 (amounts in thousands)

	2022		2021	
	Bon Secours WCHCC	Charity	WCHCC	Bon Secours Charity
<b>Assets</b>				
Current assets:				
Cash and cash equivalents	\$ 82,113	\$ 44,958	\$ 236,582	\$ 80,543
Investments	<u>186,466</u>	<u>30,429</u>	<u>250,100</u>	<u>34,106</u>
Total cash, cash equivalents and investments	268,579	75,387	486,682	114,649
Patient accounts receivable, net Assets restricted as to use, required for current liabilities	260,525	54,945	229,028	49,817
Other current assets	<u>20,942</u>	<u>200</u>	<u>22,513</u>	<u>4,578</u>
Total current assets	698,323	155,555	811,871	194,382
Assets restricted as to use, net	25,182	4,048	26,142	4,773
Capital assets, net	943,068	203,439	921,453	145,885
Right to use lease assets	105,386	25,051	103,320	31,404
Other assets, net	<u>85,869</u>	<u>1,969</u>	<u>15,766</u>	<u>2,157</u>
Total assets	<u>1,857,828</u>	<u>390,062</u>	<u>1,878,552</u>	<u>378,601</u>
<b>Deferred outflows of resources</b>				
Pension, OPEB and bond related	<u>222,035</u>	<u>141</u>	<u>251,793</u>	<u>149</u>
<b>Liabilities</b>				
Current liabilities:				
Line of credit	40,000	-	80,000	-
Current portion of long-term debt	25,937	1,793	24,130	1,616
Current portion of right to use lease liabilities	9,438	4,695	8,113	6,163
Accounts payable and accrued expenses	276,159	89,106	237,592	60,201
Accrued salaries and related withholdings	134,028	47,872	133,168	51,476
Current portion of other long-term liabilities	<u>138,906</u>	<u>35,718</u>	<u>187,440</u>	<u>48,551</u>
Total current liabilities	624,468	179,184	670,443	168,007
Long-term debt, net	765,319	126,735	773,201	125,529
Long-term right to use lease liabilities, net	107,596	22,269	103,161	26,413
Other long-term liabilities, net	<u>629,696</u>	<u>104,484</u>	<u>648,156</u>	<u>67,209</u>
Total liabilities	<u>2,127,079</u>	<u>432,672</u>	<u>2,194,961</u>	<u>387,158</u>
<b>Deferred inflows of resources</b>				
Pension, OPEB and lease related	<u>296,872</u>	<u>1,232</u>	<u>263,955</u>	<u>1,661</u>
Commitments and contingencies				
<b>Net position</b>				
Restricted				
Expendable for capital acquisitions	1,616	1,487	1,239	1,765
Expendable for specific operating activities	13,833	3,308	11,654	3,692
Nonexpendable for endowment	<u>6,996</u>	<u>664</u>	<u>7,970</u>	<u>664</u>
Total restricted	<u>22,445</u>	<u>5,459</u>	<u>20,863</u>	<u>6,121</u>
Unrestricted				
Net investment in capital assets	258,312	197,816	231,830	141,713
Unrestricted	<u>(624,845)</u>	<u>(246,976)</u>	<u>(581,264)</u>	<u>(157,903)</u>
Total unrestricted	<u>(366,533)</u>	<u>(49,160)</u>	<u>(349,434)</u>	<u>(16,190)</u>
Total net position	<u>\$ (344,088)</u>	<u>\$ (43,701)</u>	<u>\$ (328,571)</u>	<u>\$ (10,069)</u>

The accompanying notes are an integral part of these financial statements.

## Westchester County Health Care Corporation

## STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

Years ended December 31, 2022 and 2021 (amounts in thousands)

Bon Secours	2022		2021	
	WCHCC	Charity	WCHCC	Bon Secours Charity
<b>Operating revenues</b>				
Net patient service revenue (net of provision for bad debts of \$48,889 and \$34,356 in 2022 and \$22,946 and \$33,964 in 2021, respectively)	\$ 1,927,883	\$ 585,099	\$ 1,746,803	\$ 573,395
Other revenue	96,009	21,006	123,172	21,180
Total operating revenues	<u>2,023,892</u>	<u>606,105</u>	<u>1,869,975</u>	<u>594,575</u>
<b>Operating expenses</b>				
Salaries and benefits	1,176,168	354,638	1,093,917	350,456
Supplies and other expenses	694,989	253,440	615,509	249,753
Depreciation and amortization	93,232	29,739	91,702	32,640
Total operating expenses	<u>1,964,389</u>	<u>637,817</u>	<u>1,801,128</u>	<u>632,849</u>
Operating income (loss) before OPEB and pension expense	59,503	(31,712)	68,847	(38,274)
Salaries and benefits - OPEB expenses	21,175	-	19,912	-
Salaries and benefits - NYS pension expenses	32,500	-	31,500	-
Operating income (loss) before NYS pension adjustment	5,828	(31,712)	17,435	(38,274)
NYS non-cash pension adjustment	(28,403)	-	(11,128)	-
Operating income (loss)	<u>34,231</u>	<u>(31,712)</u>	<u>28,563</u>	<u>(38,274)</u>
<b>Nonoperating activities</b>				
Investment income	3,329	1,113	14,894	1,120
Unrealized (losses) gains on investments, net	(29,240)	(4,857)	714	504
Interest expense	(48,334)	(9,728)	(48,924)	(9,350)
Government stimulus grants	12,642	3,278	6,871	7,704
Loss on impairment of capital assets	(1,960)	-	-	-
Other nonoperating activities, net	471	1,537	479	791
Total nonoperating activities, net (Decrease) increase in net position before other changes	<u>(63,092)</u>	<u>(8,657)</u>	<u>(25,966)</u>	<u>769</u>
	(28,861)	(40,369)	2,597	(37,505)
<b>Other changes in net position</b>				
NYS Capital Restructuring Financing Program				
Grant Award	13,344	6,737	42,397	6,081
(Decrease) increase in net position	<u>(15,517)</u>	<u>(33,632)</u>	<u>44,994</u>	<u>(31,424)</u>
<b>Net position</b>				
Beginning of year	(328,571)	(10,069)	(373,565)	21,355
End of year	<u>\$ (344,088)</u>	<u>\$ (43,701)</u>	<u>\$ (328,571)</u>	<u>\$ (10,069)</u>

The accompanying notes are an integral part of these financial statements.

## Westchester County Health Care Corporation

## STATEMENTS OF CASH FLOWS

Years ended December 31, 2022 and 2021 (amounts in thousands)

Bon Secours	2022		2021	
	WCHCC	Charity	WCHCC	Bon Secours Charity
<b>Cash flows from operating activities:</b>				
Cash received from patients and third-party payors	\$ 1,845,655	\$ 578,371	\$ 1,678,495	\$ 570,011
Other receipts	99,689	20,191	127,378	19,064
Cash paid to employees for salaries and benefits	(1,249,212)	(358,332)	(1,158,581)	(341,493)
Cash paid for supplies and other expenses	(683,985)	(207,460)	(604,607)	(226,904)
Net cash provided by operating activities	<u>12,147</u>	<u>32,770</u>	<u>42,685</u>	<u>20,678</u>
<b>Cash flows from noncapital financing activities:</b>				
Proceeds from contributions restricted for specific operating activities	7,560	-	5,912	-
Repayment of line of credit	-	-	-	(20,000)
Proceeds from Government stimulus grants	12,642	3,278	1,832	7,704
Repayments of Medicare advances	(57,470)	(35,790)	(56,268)	(26,110)
Net cash receipts for nonoperating items	1,415	1,470	6,871	725
Repayments of principal on long-term debt	(223)	-	(142)	-
Interest paid	(1,379)	(9,347)	(1,089)	(9,098)
Net cash used in noncapital financing activities	<u>(37,455)</u>	<u>(40,389)</u>	<u>(42,884)</u>	<u>(46,779)</u>
<b>Cash flows from capital and related financing activities:</b>				
Purchase of capital assets	(54,222)	(34,427)	(81,298)	(38,655)
Payments on right to use leased assets	(9,870)	(2,753)	(10,503)	(4,441)
Proceeds (loss) from sale of assets	48	-	(23)	-
Proceeds from line of credit	115,000	-	80,000	-
Repayment of line of credit	(155,000)	-	(70,000)	-
Repayments of principal on long-term debt	(25,285)	(2,178)	(22,385)	(2,475)
Interest paid	(45,845)	(381)	(46,737)	(252)
NYS Capital Restructuring Financing Program Grant Award activities	<u>13,344</u>	<u>6,737</u>	<u>42,397</u>	<u>6,081</u>
Net cash used in capital and related financing activities	<u>(161,830)</u>	<u>(33,002)</u>	<u>(108,549)</u>	<u>(39,742)</u>
<b>Cash flows from investing activities:</b>				
Purchase of investments and assets restricted as to use	(55,374)	(11,376)	(66,497)	(25,650)
Sale of investments and assets restricted as to use	84,714	15,299	9,673	18,989
Interest received (paid)	<u>3,329</u>	<u>1,113</u>	<u>14,894</u>	<u>1,120</u>
Net cash provided by (used in) investing activities	<u>32,669</u>	<u>5,036</u>	<u>(41,930)</u>	<u>(5,541)</u>
Net decrease in cash and cash equivalents	(154,469)	(35,585)	(150,678)	(71,384)
<b>Cash and cash equivalents</b>				
Beginning of year	<u>236,582</u>	<u>80,543</u>	<u>387,260</u>	<u>151,927</u>
End of year	<u>\$ 82,113</u>	<u>\$ 44,958</u>	<u>\$ 236,582</u>	<u>\$ 80,543</u>

The accompanying notes are an integral part of these financial statements.

Westchester County Health Care Corporation

STATEMENTS OF CASH FLOWS - CONTINUED

Years ended December 31, 2022 and 2021 (amounts in thousands)

	2022		2021	
	Bon Secours		Bon Secours	
	WCHCC	Charity	WCHCC	Charity
<b>Reconciliation of operating income (loss) to net cash provided by operating activities:</b>				
Operating income (loss)	\$ 34,231	\$ (31,712)	\$ 28,563	\$ (38,274)
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:				
Depreciation and amortization	93,232	29,739	91,702	32,640
Provision for bad debts, net	48,900	34,356	22,946	33,964
Deferred inflows and outflows, net	61,192	(421)	197,803	(140)
Changes in assets and liabilities:				
Patient accounts receivable	(80,397)	(39,484)	(63,139)	(34,841)
Other assets	(186,661)	503	(36,060)	(5,519)
Accounts payable and accrued expenses	33,480	28,905	(1,651)	15,043
Accrued salaries and related withholdings	860	(3,604)	9,027	8,942
Other liabilities	7,310	14,488	(206,506)	8,863
Net cash provided by operating activities	<u>\$ 12,147</u>	<u>\$ 32,770</u>	<u>\$ 42,685</u>	<u>\$ 20,678</u>
<b>Supplemental disclosure of cash flow information</b>				
Change in amounts accrued for purchase of capital assets	<u>\$ 21,280</u>	<u>\$ 45,736</u>	<u>\$ (25,674)</u>	<u>\$ -</u>
Assets acquired under financed purchases	<u>\$ 19,432</u>	<u>\$ 3,628</u>	<u>\$ 25,821</u>	<u>\$ 2,612</u>

The accompanying notes are an integral part of these financial statements.

**Westchester County Health Care Corporation**

**NOTES TO FINANCIAL STATEMENTS**

**December 31, 2022 and 2021**

**NOTE 1 - ORGANIZATION**

In 1997, the State of New York enacted legislation to authorize the creation of the Westchester County Health Care Corporation (“WCHCC”) in response to the efforts of Westchester County (the “County”) to provide a form of governance for Westchester Medical Center (the “Medical Center”) with the flexibility to cope with the rapidly changing health care environment, to become more competitive, and to provide the County and area residents with quality health care in an efficient and effective manner.

The accompanying financial statements include the accounts of the following component units, entities for which WCHCC is considered to be financially accountable. All significant inter-entity accounts and activities have been eliminated in consolidation.

Medical Center:	HealthAlliance:
<ul style="list-style-type: none"> <li>• Westchester County Health Care Corporation (d/b/a Westchester Medical Center)</li> <li>• The Westchester Medical Center Foundation, Inc. (“WMC Foundation”)</li> <li>• Mid-Hudson Valley Early Education Center (“Early Education Center”)</li> <li>• North Road LHCSA, Inc. (“LHCSA”)</li> <li>• WMC New York Inc. (“WMC New York”)</li> <li>• WCHCC (Bermuda), Limited (“WCHCC Bermuda”)</li> <li>• Mid-Hudson Valley Staffco, LLC (“Mid-Hudson Valley Staffco”)</li> <li>• Center for Regional Healthcare Innovation, LLC (“CRHI”)</li>   <li>• Hudson Valley Property Holdings, LLC (“HVPH”)</li> <li>• Westchester Medical Center Advanced Physician Services, P.C.                      (“WMC Advanced Physician Services”)                     <ul style="list-style-type: none"> <li>• NorthEast Provider Solutions, Inc. (“NorthEast Provider”)</li> <li>• WMC - Health Network - Ulster, Inc. (“WMC - Ulster”)</li> <li>• WMC - Health Network - Rockland, Inc. (“WMC - Rockland”)</li> <li>• Woods Road Medical PLLC (“Woods Road”)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• HealthAlliance, Inc. (“HealthAlliance”)</li> <li>• HealthAlliance Hospital: Broadway Campus (“Broadway”)</li> <li>• HealthAlliance Hospital: Mary’s Ave Campus (“Mary’s Ave”)</li> <li>• Kingston Regional Health Care Enterprises, Inc. (“Enterprises”)</li> <li>• Foxhall Ambulatory Surgery Center Foundation (“FASC Foundation”)</li> <li>• Margaretville Hospital (“Margaretville”)</li> <li>• Margaretville Nursing Home (the “Nursing Home”)</li> <li>• Mid-Hudson Physicians, P.C. (“Mid-Hudson Physicians”)</li>   <li>• Margaretville Health Foundation (“MHF”)</li> <li>• HealthAlliance Physician Network IPA, LLC (“HAPN”)</li> <li>• Hudson River North Insurance Limited (“HRN”) - effective January 31, 2020, the operations of Kingston Insurance (Barbados) Limited were Relocated to the Cayman Islands</li> <li>• HealthAlliance Foundation (“HAF”)</li> </ul>

The auditor’s opinion on the stand-alone audited financial statements of HealthAlliance as of and for the years ended December 31, 2022 and 2021 includes an emphasis of matter paragraph relating to the uncertainty regarding HealthAlliance’s ability to continue as a going concern due to HealthAlliance’s working capital deficit and recurring operating losses. Total assets for HealthAlliance were approximately \$199.9 million and \$163.8 million as of December 31, 2022 and 2021, respectively, and operating revenues were approximately \$200.9 million and \$194.8 million for the years then ended, respectively. The ongoing financial viability of HealthAlliance is not guaranteed by WCHCC.

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

WCHCC is party to an Affiliation Agreement with Bon Secours Mercy Health, Inc. (“BSMH”), as successor to Bon Secours Health System Inc. (“BSHI”), the Sisters of Charity of Saint Elizabeth (“SOC”), Bon Secours Charity Health System, Inc. (“Bon Secours Charity” or “Charity”) and WMC - Rockland, in which WMC - Rockland is the majority member of Charity, holding 60% of the economic interest in Charity and appointing 60% of the Charity Board of Directors. BSMH holds a 40% economic interest in Charity and, together with SOC, appoints 40% of the Charity Board of Directors. WCHCC provides management services to Charity pursuant to a Department of Health-approved exclusive management agreement between WCHCC and Charity. Charity is shown as a discretely presented component unit in WCHCC’s audited financial statements. More detailed information about Charity is presented in Note 17.

WCHCC, HealthAlliance and Charity and their controlled organizations (collectively, referred to as the “WCHCC Network”) comprise an integrated health care delivery network. The facilities are located in Westchester, Rockland, Orange, Putnam, Dutchess, Ulster, Sullivan and Delaware counties in New York State. WCHCC Network provides patient care, teaching, research and community health services.

**NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES**

***Basis of Presentation***

WCHCC is considered a special-purpose government entity engaged only in business-type activities. WCHCC’s financial statements are prepared on the accrual basis of accounting using the economic resources measurement focus and are based on accounting principles applicable to governmental units as established by the Governmental Accounting Standards Board (“GASB”) and the provisions of the American Institute of Certified Public Accountants *Audit and Accounting Guide, Health Care Entities*, to the extent that they do not conflict with GASB.

For purposes of display, transactions deemed by management to be ongoing, major, or central to the provision of health care services are reported as operating revenues and operating expenses. All other activities are reported as nonoperating activities.

The notes to the financial statements present financial information for WCHCC and its blended component units and do not include Charity, except for Note 17.

***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. WCHCC’s significant estimates include the allowance for estimated uncollectible patient accounts receivable, estimated third-party contractual allowances, estimated third-party payor receivables and payables, the estimated useful lives of depreciable assets, pension liabilities, self-insurance liabilities, workers’ compensation liabilities and post-retirement health insurance liabilities. Actual results may differ from those estimates.

Revisions to previously recorded estimates of net patient accounts receivable, third-party payor liabilities, and insurance reserves and settlements for the year ended December 31, 2022 and net patient accounts receivable, third-party payor liabilities, accrued salaries, inventory reserves and insurance reserves and settlements for the year ended December 31, 2021 resulted in a favorable increase to operating income of approximately \$118.4 million and \$93.7 million, respectively.



**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

***Patient Accounts Receivable and Net Patient Service Revenue***

Accounts receivable from patients and third-party payors at December 31, 2022 and 2021 was comprised of Medicare, 30% and 29%, Medicaid, 28% and 25%, and commercial insurance, health maintenance organizations and others, 43% and 46%, respectively. Patient accounts receivable are recorded net of allowances for estimated uncollectible accounts of approximately \$91.0 million and \$84.0 million at December 31, 2022 and 2021, respectively. Most of WCHCC's net patient service revenues are derived from third-party payment programs, including Medicare and Medicaid.

Patient accounts receivable are recorded at the reimbursable or contracted amounts and do not bear interest. The allowance for uncollectible accounts is WCHCC's estimate of the amount of probable credit losses in WCHCC's patient accounts receivable. WCHCC determines the allowance based on historical write-off experience. WCHCC evaluates its allowance for uncollectible accounts periodically. Past due balances are evaluated individually for collectability. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote.

Net patient service revenues are recognized in the period services are performed. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered, including estimated retroactive revenue adjustments due to audits, reviews and investigations. Third-party contractual adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews and investigations.

WCHCC has payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. The basis for payment to WCHCC under these agreements includes prospectively determined rates per discharge, discounts from established charges, and prospectively determined daily rates.

There are various proposals at the federal and state levels that could, among other things, reduce payment rates and increase managed care penetration, including Medicaid. The ultimate outcome of these proposals and other market changes cannot presently be determined. The Medical Center's cost reports have been audited and finalized by its Medicare fiscal intermediary through December 31, 2016, with the exception of December 31, 2004, and HealthAlliance's three cost reports through December 31, 2019 for Broadway, and Mary's Ave and December 31, 2020 for Margaretville.

***Assets Restricted as to Use***

Assets restricted as to use include certain assets of the WMC Foundation, the proceeds of indebtedness held by the trustees under debt agreements, assets restricted for the purchase of capital assets and assets restricted by donors and amounts designated by the Board of Directors.

Donor-restricted assets represent contributions to provide health care services and for capital acquisitions. Resources restricted by donors for plant replacement and expansion are added to the net position - net investment in capital assets balance to the extent expended within the period. Resources restricted by donors or grantors for specific operating activities are reported as other revenue to the extent used within the period they were received. WCHCC generally utilizes donor-restricted resources for expenses incurred before utilizing available unrestricted assets.

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

***Grants and Contributions***

From time to time, WCHCC receives grants from the local, state and federal government as well as contributions from individuals, foundations and private organizations. Revenues from grants and contributions (including contributions of capital assets) are recognized when all eligibility requirements, including time requirements, are met. Grants and contributions may be restricted for either specific- operating purposes or for capital purposes. Amounts that are unrestricted or that are restricted to a specific- operating purpose are reported as other revenue. At December 31, 2022 and 2021, net contributions and grants receivable of approximately \$5.6 million and \$4.0 million, respectively, are included in other assets in the accompanying Statements of Net Position.

WCHCC received grant funding during the years ended December 31, 2022 and 2021 through legislation established by the Coronavirus Aid, Relief and Economic Security ("CARES") Act. This funding is presented as nonoperating activities in accordance with technical guidance established by GASB. See Note 3 for additional information.

***Cash and Cash Equivalents***

WCHCC's cash and cash equivalents policies are governed by state statutes. Funds must be deposited in Federal Deposit Insurance Corporation ("FDIC") insured commercial banks or trust companies located within the state. Certain funds deposited with banking institutions exceed FDIC limits; however, WCHCC has a collateralization agreement with its depository institutions which management believes reduces the risks related to these balances to a minimal level. WCHCC's cash balances are collateralized under a third- party custodian agreement.

At December 31, 2022 and 2021, cash and cash equivalents consist of cash and all highly-liquid instruments with maturities of three months or less at the date of purchase. Approximately 93% and 95% of cash and cash equivalents reside with a major established financial institution at December 31, 2022 and 2021, respectively.

***Investments***

WCHCC's investments consist primarily of equities and fixed income holdings, which are stated at fair value in the Statements of Net Position.

***Inventories***

Inventories, included in other current assets, are primarily prepaid supplies that are carried at the lower of cost, principally on a first-in, first-out ("FIFO") basis, or market.

***Capital Assets***

In connection with the establishment of the public benefit corporation in 1997, WCHCC recorded buildings, fixed equipment, and land received from the County at book value. Capital assets acquired subsequent to the establishment of the public benefit corporation are recorded at cost. Assets with a purchase price of \$1,000 or more that have an economic life greater than one year are capitalized, and assets with a purchase price of less than \$1,000 are expensed.

Gifts of long-lived assets such as land, buildings and equipment are recorded at fair value at the date of the contribution and are excluded from operating income.

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

Depreciation is recorded using the straight-line method over the estimated useful life of each class of depreciable assets.

<u>Estimated Useful Lives</u>	<u>Medical Center</u>	<u>HealthAlliance</u>
Land improvements	10 years	2 to 30 years
Buildings and building improvements	5 to 60 years	3 to 60 years
Equipment	10 to 20 years	3 to 25 years

Equipment obtained through financed purchases are amortized using the straight-line method over the shorter period of the lease term or the estimated useful life of the leased equipment. Such amortization is included in depreciation and amortization expense in the financial statements.

***Deferred Outflows/Inflows of Resources***

In addition to assets, the Statements of Net Position include a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to future periods and will not be recognized as an outflow of resources until then. In addition to the liabilities, the Statements of Net Position include deferred inflows of resources which represent an acquisition of a net position that applies to future periods and will not be recognized as an inflow of resources until that time.

***Net Position***

Unrestricted net position has no external restrictions as to use or purpose and is distinguished from net position restricted externally for specific purposes. Restricted net positions relate primarily to federal and state grants for research and community programs and restricted contributions and endowments received from donors. Net investment in capital assets consists of capital assets, net of accumulated depreciation, and trustee held assets for capital projects, reduced by the outstanding balances of debt attributable to those assets.

***Concentrations of Credit Risk***

WCHCC grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. WCHCC generally does not require collateral or other security in extending credit to patients; however, it routinely obtains assignment of patients' benefits under their health insurance policies.

***Charity Care***

WCHCC provides care to patients who meet certain criteria under its charity care policy without charge and Medicaid amounts less than established rates ("Charity Care"). Because WCHCC does not pursue collection of amounts determined to qualify as Charity Care, such amounts are not reported as revenue.

WCHCC maintains records identifying and monitoring the level of Charity Care it provides. WCHCC estimates the cost of Charity Care for the years ended December 31, 2022 and 2021, at approximately \$191.1 million and \$193.1 million, respectively.

**Westchester County Health Care Corporation**

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

***Leases***

WCHCC determines if an arrangement is a lease at inception of the contract. Right to Use (“RTU”) assets represent WCHCC’s right to use the underlying assets for the lease term and lease liabilities represent WCHCC’s obligation to make lease payments arising from the leases. RTU assets and lease liabilities are recognized at the lease commencement date at the present value of lease payments attributable to rent over the lease term. WCHCC uses an estimated incremental borrowing rate, which is derived from a rate that approximates actual financed purchase arrangements for equipment with similar characteristics. WCHCC does not record leases deemed to be short term, with an initial term of 12 months or less, in its Statements of Net Position.

WCHCC’s real estate leases may include one or more options to renew, with renewals that typically can extend the lease term from five to ten years. The exercise of lease renewal options is at WCHCC’s sole discretion. In general, WCHCC does not consider renewal options to be reasonably likely to be exercised, therefore, renewal options are generally not recognized as part of RTU assets and lease liabilities. The useful life of right to use leased assets and leasehold improvements is the shorter of the useful life or the lease term, including reasonably certain extensions. The majority of the medical equipment leases have terms of three years with no renewal options or bargain purchase options, so these assets are amortized over their lease term.

Certain of WCHCC’s lease arrangements for real estate include payments based on actual common area maintenance expenses. These variable lease payments are recognized as other operating expenses in the Statements of Revenues, Expenses, and Changes in Net Position, and are not included in the RTU asset or liability balances. WCHCC’s lease agreements do not contain any material residual value guarantees, restrictions or covenants.

***Taxation***

The Medical Center is a public benefit corporation of the State of New York and is exempt from federal income taxes under Section 115 of the Internal Revenue Code (the “Code”). Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

WCHCC’s component units are exempt from income tax under Section 501(c)(3) of the Code, except for WCHCC’s for-profit blended component units, WMC Advanced Physician Services, NorthEast Provider, Mid-Hudson Physicians, MPSS, HAPN and Enterprises. Income taxes of WCHCC’s for-profit blended component unit are not material to the financial statements.

***Compensated Absences***

WCHCC employees earn paid time off at varying rates depending on years of service, union affiliation and affiliated entity. Eligible paid time off accumulates and certain days are payable upon separation or retirement. The estimated amount of paid time off and related taxes payable as separation payments or upon retirement is recorded as part of accrued salaries and related benefits withholdings in the accompanying Statements of Net Position.

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

***Impairment of Long-Lived Assets***

Long-lived assets are reviewed for impairment if circumstances suggest that there is a significant, unexpected decline in the service utility of a long-lived asset. The service utility of a long-lived asset is the usable capacity, that at acquisition, a long-lived asset was expected to be used to provide service. An assessment of recoverability is performed prior to any write-down of assets and an impairment charge is recorded on those assets for which the estimated fair value is below its carrying amount. WCHCC recorded impairment charges to long-lived assets of approximately \$2.0 million related to the HealthAlliance single campus construction project during the year ended December 31, 2022. The impairment of assets is recorded as part of other nonoperating activities in the accompanying Statements of Revenues and Expenses and Changes in Net Position.

***Fair Value of Financial Instruments***

Fair value of financial instruments disclosure authoritative guidance defines fair value of a financial instrument as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. WCHCC's assets restricted as to use consist primarily of cash and cash equivalents, equities United States Treasury Obligations and United States Government Agency Securities, which are stated at fair value in the Statements of Net Position. The carrying amounts reported in the Statements of Net Position for patient accounts receivable, accounts payable and accrued expenses, and estimated payables and receivables due to and from third-party payors approximate their fair value. The carrying amounts of WCHCC's bonds and notes payable approximates fair value based upon their interest rates.

**NOTE 3 - COVID-19 PANDEMIC**

In March 2020, the World Health Organization declared COVID-19, the disease caused by the novel coronavirus, a pandemic. As a result of the COVID-19 pandemic, WCHCC experienced a decline in patient visits, admissions, and medical procedures performed. Elective medical procedures were suspended by state and local governments at varying time periods beginning in mid-March 2020 through late May 2020, contributing to a significant decline in net patient service revenue due to COVID-19 when compared to historic and forecasted results for that period. Additionally, in response to the pandemic, WCHCC incurred additional costs for testing, personal protective equipment, third-party contract services and other operating costs associated with ensuring employee and patient safety while operating during a pandemic.

WCHCC received grant payments, which are considered nonexchange transactions, from the federal government distributed under the Coronavirus Aid, Recovery and Economic Security ("CARES") Act. For the years ended December 31, 2022 and 2021, WCHCC received \$6.9 million which is included in nonoperating activities in the Statements of Revenues, Expenses and Changes in Net Position. The CARES Act payments are subject to audit and compliance with federal regulations. WCHCC believes it has met the conditions to retain these funds.

The CARES Act also provided for an expansion of the Medicare Accelerated and Advance Payment Program ("Medicare Advances") for patient services. Under the program, WCHCC received approximately \$119.1 million. Prior to the beginning of the recoupment period, WCHCC continued to bill for services provided to Medicare patients and was paid by Medicare, as usual. The recoupment period began in April 2021 as amounts billed to Medicare for services provided are being offset against the advance payments received until the advance is fully recouped by the Medicare program. During the years ended December 31, 2022 and 2021, Medicare recouped approximately \$57.2 million and \$56.3 million, respectively. Effective November 1, 2022, WCHCC entered into a repayment plan with National Government Services to repay the remaining balance at 4% interest. As of December 31, 2022, WCHCC owes \$5.6 million which is recorded in other short-term liabilities in the Statements of Net Position and anticipated to be repaid in 2023.

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

Additionally, the Internal Revenue Service (“IRS”) allowed WCHCC to defer remittance of employer Social Security tax of \$24.8 million through the year ended December 31, 2020, \$12.4 million of which was recorded in accrued salaries and related withholdings at December 31, 2022 and 2021 in the Statements of Net Position. At December 31, 2021, the remainder was recorded in other long-term liabilities in the Statements of Net Position. 50% of the deferred employer Social Security tax was paid on January 3, 2022 and the remaining balance was paid on January 3, 2023.

WCHCC also received grant funds from the Federal Emergency Management Agency (“FEMA”) related to additional unreimbursed COVID-19 expenses incurred by WCHCC during the pandemic. For the year ended December 31, 2022, WCHCC received approximately \$5.7 million from FEMA which is included in nonoperating activities in the Statements of Revenues, Expenses and Changes in Net Position.

**NOTE 4 - NET PATIENT SERVICE REVENUE**

***Hospital Reimbursement***

WCHCC has agreements with third-party payors that provide for payments to WCHCC at amounts different from its established rates. Estimated third-party payor liabilities and Medicare advances at December 31, 2022 and 2021 were approximately \$88.6 million and \$141.6 million, respectively, and were included in other liabilities (Note 14). A summary of the payment arrangements follows:

Hospital Reimbursement - Medicare

Under the Medicare program, WCHCC receives reimbursement under a prospective payment system (“PPS”) for inpatient and outpatient services. Under inpatient PPS, fixed payment amounts per inpatient discharge are established based on the patient’s assigned diagnosis-related group (“DRG”). When the estimated cost of treatment for certain patients is higher than the average, providers typically will receive additional outlier payments. Under outpatient PPS, services are paid based on service groups called ambulatory payment classifications (“APCs”).

Hospital Reimbursement - Medicaid and Other Third-Party Payors

Medicaid, workers’ compensation and no-fault payors pay rates that are promulgated by the New York State Department of Health (“Department of Health”). Fixed payment amounts per inpatient discharge are established based on the patient’s assigned case mix intensity similar to a Medicare DRG. WCHCC is eligible to receive certain Disproportionate Share (“DSH”) payments in recognition of the costs associated with the provision of care to uninsured patients. Funding for these payments is provided by local and federal sources.

All other third-party payors, principally Blue Cross, other private insurance companies, Health Maintenance Organizations (“HMOs”), Preferred Provider Organizations (“PPOs”), and other managed care plans, negotiate payment rates directly with WCHCC. Such arrangements vary from DRG-based payment systems, per diems, case rates, and percentage of billed charges. If such rates are not negotiated, then the payors are billed at WCHCC’s established charges.

NYS regulations provide for the distribution of funds from an indigent care pool which is intended to partially offset the cost of services provided to the uninsured. The funds are distributed to the hospitals based on each hospital’s level of bad debts and charity care in relation to all other hospitals. During the years ended December 31, 2022 and 2021, WCHCC received net distributions of approximately \$29.5 million and \$39.0 million, respectively, from the indigent care pool, which are included in net patient service revenue in the accompanying Statements of Revenues, Expenses, and Changes in Net Position.

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

Both federal and New York state regulations provide for certain adjustments to current and prior years' payment rates and indigent care pool distributions based on industry-wide and hospital-specific data. WCHCC has established estimates based on information presently available of the amounts due to or from Medicare, Medicaid, workers' compensation, and no-fault payors and amounts due from the indigent care pool for such adjustments.

There are various proposals at the federal and NYS levels that could, among other things, reduce reimbursement rates, modify reimbursement methods, and increase managed care penetration, including Medicare and Medicaid. The ultimate outcome of these proposals and other market changes cannot presently be determined.

WCHCC receives payments related to Medicaid services, including DSH, and other Medicare related reimbursements. Due to the fact that certain of these revenues may be subject to adjustment as a result of examination by government agencies, management has determined that not all of these receipts are realizable as of December 31, 2022 and 2021 and, therefore, have only been recognized as revenue when uncertainties over these amounts are mitigated.

Revenue from the Medicare and Medicaid (including DSH) programs accounted for approximately 26% and 25% (8% DSH), and 27% and 24% (8% DSH), respectively, of WCHCC's net patient service revenue for the years ended December 31, 2022 and 2021. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by material amounts in the near term. WCHCC believes that it is in compliance, in all material respects, with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation. Noncompliance with such laws and regulations could result in repayments of amounts improperly reimbursed, substantial monetary fines, civil and criminal penalties, and exclusion from the Medicare and Medicaid programs.

***Nursing Home Reimbursement***

The Nursing Home has agreements with third-party payors, which provide for reimbursement to the Nursing Home at amounts different from its established charges for its skilled nursing unit. A summary of the basis of reimbursement with significant payors is as follows:

Medicaid

Net patient service revenue under the Medicaid program is based on a modified pricing system using the resource utilization group's patient classification system. Under this methodology, the Nursing Home is reimbursed at a predetermined rate depending on the intensity of the services rendered to residents regardless of the cost of delivering those services. Medicaid's predetermined rate is computed using cost report data from the facility's designated base year and elements from annual cost report filings. Management believes that its final Medicaid rates for the years ended December 31, 2022 and 2021 will not be significantly different from those recorded in the accompanying financial statements.

Medicare

Reimbursement for resident services under Part A of the Medicare program is based on the skilled nursing facility PPS. Under a PPS, the Nursing Home is paid a single per-diem rate depending on the intensity of the services rendered to residents regardless of the cost of delivering those services that covers all routine, ancillary, and capital-related costs. The per diem payment is adjusted for each Medicare beneficiary based on his or her care needs as measured by the minimum data set assessment form. The Nursing Home also receives reimbursement for certain ancillary services provided to its residents through Part B of the Medicare program.

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

Other Matters

A health care entity's revenues may be subject to adjustment as a result of examination by government agencies or contractors. The audit process and the resolution of significant related matters often are not finalized until several years after the services were rendered. Reasonable estimates of such adjustments are made to third-party revenue recognition in order to not recognize revenue that may not ultimately be realized. The delay between rendering services and reaching final settlement, as well as the complexities and ambiguities of billing and reimbursement regulations, makes it difficult to estimate net realizable third-party revenues. Actual results may differ significantly from those estimates.

Management recognizes revenues relating to third-party settlements and patient service revenues when the realization of such amounts are reasonably assured. Management makes a reasonable estimate of amounts that ultimately will be realized, considering, among other things, adjustments associated with regulatory reviews, audits, billing reviews, investigations or other proceedings.

The operation of WCHCC's patient care services business is subject to federal and state laws prohibiting fraud by healthcare providers, including laws containing criminal provisions, which prohibit filing false claims or making false statements in order to receive payment or obtain certification under Medicare and Medicaid programs, or failing to refund overpayments or improper payments. Violation of these criminal provisions is a felony punishable by imprisonment and/or fines. WCHCC should also be subject to fines and treble damage claims if WCHCC knowingly filed a false claim or knowingly used false statements to obtain payment. State and federal governments are devoting increased attention and resources to anti-fraud initiatives against healthcare providers. The Health Insurance Portability and Accountability Act of 1996 and the Balanced Budget Act of 1997 expanded the penalties for healthcare fraud, including broader provisions for the exclusion of providers from the Medicare and Medicaid programs. WCHCC has policies and procedures that it believes are sufficient to ensure that it operates in substantial compliance with these anti-fraud and abuse requirements.

Various suits and claims arising in the normal course of operations are pending. While the outcome of these suits and claims cannot be determined at this time, management believes that such suits and claims are either specifically covered by insurance or the final disposition of such claims will not have a material effect on WCHCC's financial position, results of operations or liquidity.



**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

**NOTE 5 - DEPOSITS AND INVESTMENTS**

Deposits and investments consist of the following at December 31, 2022 and 2021 (amounts in thousands):

<b>Description</b>	2022	2021
Bank deposits	\$ 90,100	\$ 247,006
Money market accounts	7,797	12,107
Equity mutual funds	8,107	10,565
Equities	49,572	75,339
Other	7,621	9,162
Fixed income:		
U.S. Treasury securities	81,991	92,414
Corporate bonds	66,803	87,227
	\$ 311,991	\$ 533,820
 <b>Description on Statement of Net Position</b>		
Cash and cash equivalents	\$ 82,113	\$ 236,582
Investments	186,466	250,100
Assets restricted as to use, required for current liabilities	19,257	21,897
Assets restricted as to use, net	24,155	25,241
	\$ 311,911	\$ 533,820
 <b>Investment maturities of fixed income securities</b>		
One year or less	\$ 28,423	\$ 38,402
After one through five years	86,640	92,976
After five through ten years	33,731	48,263
	\$ 148,794	\$ 179,641

Estimated fair values have been determined by WCHCC using appropriate valuation methodologies by third parties, quoted market prices, and information available to management.

WCHCC categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. At December 31, 2022 and 2021, all of WCHCC's financial instruments measured at fair value were categorized as Level 1.

*Custodial credit risk - investments* - is the risk that, in the event of the failure of a counterparty, WCHCC will not be able to recover the value of the investments that are in that counterparty's possession. WCHCC's investment securities are exposed to custodial credit risk if the securities are uninsured and unregistered and held by the counterparty, or by its trust department or agent, but not in WCHCC's name. At December 31, 2022 and 2021, all investments are either insured or held by WCHCC or its agent in WCHCC's name and, therefore, are not exposed to custodial credit risk. Accordingly, WCHCC's investment policy properly addresses custodial credit risk for investments.

*Concentration of credit risk* - is the risk of loss attributed to the magnitude of WCHCC's investment in a single issuer. WCHCC's investments are diversified and are not currently exposed to this risk.

*Interest rate risk* - is the risk that changes in interest rates will adversely affect the fair market value of an investment. WCHCC invests in fixed-rate debt and U.S. Treasury securities with primarily one to seven year maturities.

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

*Credit risk* - is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. WCHCC's investment policy allows for up to 10% of investments in Baa/BBB Bonds.

**NOTE 6 - ASSETS RESTRICTED AS TO USE**

Assets restricted as to use consist of the following at December 31, 2022 and 2021 (amounts in thousands):

	2022	2021
<b>Time and purpose restricted</b>		
The Westchester Medical Center Foundation, Inc.	\$ 22,079	\$ 20,410
Other purposes	10,966	14,929
	33,045	35,339
<b>Under debt agreements</b>		
Debt service reserve funds	10,943	10,873
Other	2,496	2,443
	13,439	13,316
	46,484	48,655
Less portion required for current liabilities	(21,302)	(22,513)
	\$ 25,182	\$ 26,142

WCHCC's assets restricted as to use are reported at fair value, as described in Note 2. At December 31, 2022 and 2021, the composition of assets restricted as to use consisted of the following (amounts in thousands):

	2022	2021
Bank deposits	\$ 12,469	\$ 15,660
Money market accounts	4,295	7,576
Equity mutual funds	4,372	5,592
Equities	2,878	3,309
Other	3,504	2,581
Fixed income:		
U.S. Treasury securities	16,276	11,148
Other	2,690	2,789
	\$ 46,484	\$ 48,655

WCHCC's assets restricted as to use reported under debt agreements represent insured or registered funds or securities held by WCHCC or its agent in WCHCC's name.

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

**NOTE 7 - CAPITAL ASSETS**

Capital asset activity for the years ended December 31, 2022 and 2021 was as follows (amounts in thousands):

2022

	Beginning Balance	Additions and Transfers	Retirements and Transfers	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 2,911	\$ -	\$ -	\$ 2,911
Construction in process	78,743	48,081	(118,549)	8,275
Capital assets, being depreciated:				
Building and improvements	947,942	17,214	87,716	1,052,872
Equipment	1,174,372	37,001	22,931	1,234,304
Land improvements	22,485	2,288	(1)	24,772
Total capital assets	<u>2,226,453</u>	<u>104,584</u>	<u>(7,903)</u>	<u>2,323,134</u>
Less accumulated depreciation and amortization for:				
Building and improvements	(511,569)	(26,471)	1,971	(538,069)
Equipment	(780,389)	(52,509)	2,657	(830,241)
Land improvements	(13,042)	(715)	1	(13,756)
Total accumulated depreciation and amortization	<u>(1,305,000)</u>	<u>(79,695)</u>	<u>4,629</u>	<u>(1,380,066)</u>
Carrying value of all capital assets, net	<u>\$ 921,453</u>	<u>\$ 24,889</u>	<u>\$ (3,274)</u>	<u>\$ 943,068</u>

2021

	Beginning Balance	Additions and Transfers	Retirements and Transfers	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 3,039	\$ -	\$ (128)	\$ 2,911
Construction in process	26,659	55,054	(2,970)	78,743
Capital assets, being depreciated:				
Building and improvements	936,262	12,936	(1,256)	947,942
Equipment	1,110,943	66,005	(2,576)	1,174,372
Land improvements	21,370	1,115	-	22,485
Total capital assets	<u>2,098,273</u>	<u>135,110</u>	<u>(6,930)</u>	<u>2,226,453</u>
Less accumulated depreciation and amortization for:				
Building and improvements	(486,262)	(26,010)	703	(511,569)
Equipment	(729,881)	(51,098)	590	(780,389)
Land improvements	(12,409)	(633)	-	(13,042)
Total accumulated depreciation and amortization	<u>(1,228,552)</u>	<u>(77,741)</u>	<u>1,293</u>	<u>(1,305,000)</u>
Carrying value of all capital assets, net	<u>\$ 869,721</u>	<u>\$ 57,369</u>	<u>\$ (5,637)</u>	<u>\$ 921,453</u>

At December 31, 2022, WCHCC was committed to non-cancelable construction contracts related to capital projects of approximately \$9.7 million. The net book value of capital assets held under financed purchase obligations, included in equipment, was approximately \$69.5 million and \$66.4 million at December 31, 2022 and 2021, respectively.

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

**NOTE 8 - LONG-TERM DEBT**

Long-term debt activity as of December 31, 2022 and 2021 was as follows (amounts in thousands):

December 31,	2021	Additions	Reductions	December 31, 2022	Amounts Due Within One Year
2010 Series Bonds <sup>(a)</sup>	\$ 71,570	\$ -	\$ (35)	\$ 71,535	\$ 35
2014 Series Bonds <sup>(b)</sup>	24,000	-	(579)	23,421	608
2015 Series Bonds <sup>(c)</sup>	20,892	-	(754)	20,138	785
2016 Series Bonds <sup>(d)</sup>	275,991	-	(2,685)	273,306	2,815
2020 Series Bonds <sup>(e)</sup>	300,000	-	-	300,000	-
Other <sup>(f)</sup>	25,107	-	(741)	24,366	1,055
Bond premium	20,691	-	(836)	19,855	836
Financed purchases <sup>(g)</sup>	59,080	19,432	(19,877)	58,635	19,803
	<u>\$ 797,331</u>	<u>\$ 19,432</u>	<u>\$ (25,507)</u>	<u>\$ 791,256</u>	<u>\$ 25,937</u>

December 31,	2020	Additions	Reductions	December 31, 2021	Amounts Due Within One Year
2010 Series Bonds <sup>(a)</sup>	\$ 71,605	\$ -	\$ (35)	\$ 71,570	\$ 35
2014 Series Bonds <sup>(b)</sup>	24,551	-	(551)	24,000	579
2015 Series Bonds <sup>(c)</sup>	21,614	-	(722)	20,892	754
2016 Series Bonds <sup>(d)</sup>	278,555	-	(2,564)	275,991	2,685
2020 Series Bonds <sup>(e)</sup>	300,000	-	-	300,000	-
Other <sup>(f)</sup>	26,327	-	(1,220)	25,107	742
Bond premium	21,529	-	(838)	20,691	836
Financed purchases <sup>(g)</sup>	49,857	25,821	(16,598)	59,080	18,499
	<u>\$ 794,038</u>	<u>\$ 25,821</u>	<u>\$ (22,528)</u>	<u>\$ 797,331</u>	<u>\$ 24,130</u>

<sup>(a)</sup> At December 31, 2022, the outstanding WCHCC Revenue Bonds, Series 2010, Senior Lien consists of \$37.4 million Series 2010A (Federally Taxable - Direct Payment - Build America Bonds) bonds with an interest rate of 8.57% and maturing on November 1, 2040; \$2.7 million Series 2010B (Tax-Exempt) bonds with interest rates varying from 4.00% to 6.13% and maturing through November 1, 2030 and November 1, 2037; \$31.5 million Series 2010C-1 (Federally Taxable - Direct Payment - Build America Bonds) bonds with an interest rate of 8.57% maturing on November 1, 2040. Subsidy payments of approximately \$2.0 million were received through the Build America Bonds program related to these bonds for the years ended December 31, 2022 and 2021.

WCHCC has granted a collateral interest in its gross receipts, as well as pledged all funds and accounts established with respect to the various Series 2010 Bonds, including a debt service reserve fund of approximately \$10.9 million as of December 31, 2022 and 2021 (see Note 6).

Interest expense relating to the various Series 2010 Bonds was approximately \$6.0 million in 2022 and 2021.

<sup>(b)</sup> At December 31, 2022, the balance of WCHCC Revenue Bonds, Series 2014A, Senior Lien with an interest rate of 5.0% and maturing November 1, 2044 was outstanding.

Interest expense relating to the Series 2014 Bonds was approximately \$1.2 million in 2022 and 2021, respectively.

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

(c) At December 31, 2022, the balance of a private placement bond offering relating to Dutchess County Local Development Corporation Revenue Bonds, Series 2015, consists of \$16.2 million Series 2015A (Tax-Exempt) with an interest rate of 3.75%, maturing August 1, 2030, and \$3.9 million Series 2015B (Taxable) with an interest rate of 5.95% maturing August 1, 2030.

Interest expense relating to the Series 2015 Bonds was approximately \$870,000 and \$901,000 in 2022 and 2021, respectively.

(d) At December 31, 2022, \$273.3 million of Westchester County Local Development Corporation Revenue Bonds, Series 2016 (Westchester Medical Center Obligated Group Project) (Series 2016 Bonds), Tax Exempt bonds with interest rates varying from 3.0% to 5.0% and maturing annually November 1, through 2034, November 1, 2037 and November 1, 2046 are outstanding.

Interest expense relating to the Series 2016 Bonds was approximately \$12.3 million and \$12.5 million in 2022 and 2021, respectively.

(e) At December 31, 2022, \$300.0 million of Westchester County Local Development Corporation Revenue Bonds, Series 2020 (Taxable) (Westchester Medical Center Obligated Group Project) ("Series 2020 Bonds") with an interest rate of 3.85% and maturing November 1, 2050 were outstanding.

Interest expense relating to the Series 2020 Bonds was approximately \$13.0 million in 2022 and 2021.

(f) On November 6, 2019, WCHCC purchased a building for \$2.0 million from the Board of Education of the Spackenkill Union Free School District (the "District"). At closing, \$1.5 million was financed through a non-interest bearing note payable provided by the District, due in four equal annual installments of \$375,000 through 2023.

HealthAlliance has the following debt obligations, which are included in Other:

*DASNY Loans*

HealthAlliance has various reimbursement and loan agreements, as amended, with the Dormitory Authority of the State of New York ("DASNY") that were consolidated into one repayment agreement in December 2021. The total outstanding aggregated principal amount is \$21.2 million and \$21.4 million at December 31, 2022 and 2021, respectively, with interest accruing at a fixed interest rate of 2.0%. Monthly payments of principal and interest began in 2022 for \$50,000, increasing to \$75,000, in 2023, \$100,000 in 2024 and \$200,000 for years 2025 and 2026. The remaining outstanding balance of approximately \$15.2 million is due on December 31, 2026. All DASNY loans are collateralized by a lien on certain properties owned by HealthAlliance.

(g) WCHCC has entered into certain equipment financed purchase agreements that are collateralized by the underlying assets and bear interest at rates between 1.63% and 6.28%. The interest expense under these financed purchase agreements was approximately \$2.2 million and \$2.6 million in 2022 and 2021, respectively.

*Long-Term Debt Service Coverage Ratio*

Under Section 6.13(a) of the Series 2000 Bonds Master Trust Indenture ("MTI") between WCHCC and Deutsche Bank as the Master Trustee, the Obligated Group, which is defined as the operating unit of Westchester County Health Care Corporation (the "Medical Center"), must maintain a Long-Term Debt Service Coverage Ratio, tested on a semi-annual basis in accordance with the provisions of the MTI, of at least 1.25 for all Bond series. During the years ended December 31, 2022 and 2021, WCHCC met the required Long-Term Debt Service Coverage Ratio.

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

*Future Principal and Interest Payments*

The following is a schedule by year of future contractual principal and interest (based on interest rates at December 31, 2022) payments on the bonds and other long-term debt at December 31, 2022 (amounts in thousands):

	Principal	Interest	Total
2023	\$ 5,297	\$ 33,127	\$ 38,424
2024	5,449	32,903	38,352
2025	6,897	32,650	39,547
2026	22,875	32,965	55,840
2027	5,306	31,823	37,129
2028-2032	43,404	153,202	196,606
2033-2037	76,428	143,251	219,679
2038-2042	127,407	111,056	238,463
2048-2047	119,703	73,018	192,721
2043-2050	300,000	34,614	334,614
	\$ 712,766	\$ 678,609	\$ 1,391,375

Included in deferred outflows of resources as of December 31, 2022 and 2021 are \$34.9 million and \$36.4 million deferred outflows related to the early redemption of certain bond issuances.

*Financed Purchases*

The future minimum payments under the financed purchases agreements, together with the present value of the minimum financed purchases payments at December 31, 2022 are as follows (amounts in thousands):

2023	\$ 21,826
2024	17,822
2025	12,093
2026	8,020
2027	3,114
	62,875
Less: amount representing interest	4,240
Present value of net minimum financed purchased payments	58,635
Less: current portion	19,803
	\$ 38,832

**NOTE 9 - LINES OF CREDIT**

At December 31, 2022, WCHCC has a \$140.0 million working capital revolving line of credit from a financial institution. The amount drawn on the line of credit was \$40.0 million at December 31, 2022 bearing interest of 5.68%. At December 31, 2021, WCHCC had two \$70.0 million working capital revolving lines of credit from a financial institution. The available lines of credit were \$140.0 million as of December 31, 2021. The amount drawn on the lines of credit was \$80.0 million at December 31, 2021 and was repaid on January 12, 2022. The lines of credit bore interest rates of 1.35% and 1.85% at December 31, 2021.

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

**NOTE 10 - LEASES**

***Lease Receivables***

WCHCC leases real estate to independent third parties. The rental income under these lease agreements was approximately \$3.8 million and \$2.3 million in 2022 and 2021, respectively. WCHCC had lease receivables of approximately \$7.8 million and \$8.7 million as of December 31, 2022 and 2021, respectively, which are included as a component of other assets, and deferred inflows of resources of approximately \$7.3 million and \$8.2 million associated with these leases as of December 31, 2022 and 2021, respectively.

***Right to Use Leased Assets***

Right to use leased asset activity whereby WCHCC is the lessee in a lease agreement, for the years ended December 31, 2022 and 2021 was as follows (amounts in thousands):

	2022			
	Beginning		Ending	
	Balance	Additions	Retirements	Balance
Right to use leased assets:				
Leased buildings	\$ 117,202	\$ 13,596	\$ (2,646)	\$ 128,152
Leased equipment	14,846	5,951	(1,298)	19,499
Total right to use lease assets	132,048	19,547	(3,944)	147,651
Less accumulated amortization for:				
Leased buildings	(18,609)	(11,180)	2,646	(27,143)
Leased equipment	(10,119)	(6,301)	1,298	(15,122)
Total accumulated amortization	(28,728)	(17,481)	3,944	(42,265)
Right to use leased assets, net	\$ 103,320	\$ 2,066	\$ -	\$ 105,386
	2021			
	Beginning		Ending	
	Balance	Additions	Retirements	Balance
Right to use leased assets:				
Leased buildings	\$ 116,267	\$ 1,931	\$ (995)	\$ 117,203
Leased equipment	14,682	1,946	(1,782)	14,846
Total right to use lease assets	130,949	3,877	(2,777)	132,049
Less accumulated amortization for:				
Leased buildings	(9,362)	(10,242)	995	(18,609)
Leased equipment	(5,405)	(6,497)	1,782	(10,120)
Total accumulated amortization	(14,767)	(16,739)	2,777	(28,729)
Right to use leased assets, net	\$ 116,182	\$ (12,862)	\$ -	\$ 103,320

***Right to Use Lease liabilities***

WCHCC has entered into certain lease agreements that are collateralized by the underlying assets and bear interest ranging from 1.67% to 5.45%. The interest expense under these leases was approximately \$6.1 million and \$6.3 million in 2022 and 2021, respectively.

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

The following is a schedule by year of future contractual principal and interest (based on interest rates at December 31, 2022) payments on lease liabilities at December 31, 2022 (amounts in thousands):

	Principal	Interest	Total
2023	\$ 9,438	\$ 6,094	15,532
2024	4,881	5,730	10,611
2025	4,497	5,467	9,964
2026	4,466	5,230	9,696
2027	4,804	4,976	9,780
2028-2032	25,070	20,869	45,939
2033-2037	29,932	13,600	43,532
2038-2041	33,946	3,861	37,807
	<u>\$ 117,034</u>	<u>\$ 65,827</u>	<u>\$ 182,861</u>

**NOTE 11 - RETIREMENT PLANS**

***Defined Benefit Plans***

The New York State Comptroller's Office administers the New York State and Local Employers' Retirement System ("ERS") for which WCHCC is a participating employer. The net position of ERS is held in the New York State Common Retirement Fund (the "Fund"), which was established to hold all assets and record changes in fiduciary net position allocated to ERS.

The Comptroller of the State of New York serves as the trustee of the Fund and is the administrative head of ERS. ERS benefits are established under the provisions of the New York State Retirement and Social Security Law ("RSSL"). Once a public employer elects to participate in ERS, the election is irrevocable. The New York State Constitution provides that pension membership is a contractual relationship and plan benefits cannot be diminished or impaired. Benefits can be changed for future members only by enactment of a state statute.

ERS is a cost-sharing, multiple employer defined benefit pension plan. ERS is included in the NYS financial statements as a pension trust fund. The Public Employees' Group Life Insurance Plan ("GLIP") provides death benefits in the form of life insurance. Amounts related to GLIP have been apportioned to ERS. Separately issued financial statements for ERS can be accessed on the State Comptroller's website at [www.osc.state.ny.us/retirement/resources/financial-statements-and-supplementary-information](http://www.osc.state.ny.us/retirement/resources/financial-statements-and-supplementary-information).

ERS offers a wide range of programs and benefits. ERS benefits vary based on the date of membership, years of credited service and final average salary, vesting of retirement benefits, death and disability benefits, and optional methods of benefit payments. Both plans provide a permanent annual cost-of-living increase to both current and future retired members meeting certain eligibility requirements. Participating employers are required under law to contribute to ERS on an actuarially determined rate, which is determined annually by the State Comptroller and the average contribution rates for the NYS fiscal years ended March 31, 2022 and 2021 were approximately 16.2% and 14.6%, respectively, of payroll. ERS provides retirement benefits as well as death and disability benefits. For those members joining prior to January 1, 2010, benefits generally vest after five years of credited service. Subsequent to March 31, 2022, legislation was passed that reduced the number of years of service credit from ten years to five years. Therefore, all members are vested when they reach five years of service credit. For those joining after January 1, 2010, benefits generally vest after 10 years of credited service. The RSSL provides that all participants in ERS are jointly and severally liable for any actuarial unfunded amounts. Such amounts are collected through annual billings to all participating employers. Employees who joined ERS after July 27,



**Westchester County Health Care Corporation**

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

1976 and before January 1, 2010, and have less than ten years of service or membership are required to contribute 3.0% of their salary. Those joining on or after January 1, 2010 and before April 1, 2012 are required to contribute 3.5% of their annual salary for their entire working career. Those joining on or after April 1, 2012 are required to contribute between 3.0% and 6.0%, dependent upon their salary, for their entire working career. Employee contributions are deducted from their salaries and remitted on a current basis to ERS. The NYS non-cash pension adjustment of approximately \$(28.4) million and \$(11.1) million for the years ended December 31, 2022 and 2021, respectively, in the Statements of Revenues, Expenses, and Changes in Net Position represents the difference between the actuarial expense and the required calculated funding.

***Net Pension (Assets)/Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions***

Net pension (assets)/liabilities, pension expense, deferred outflows of resources, and deferred inflows of resources amounts recorded reflect ERS' published financial statements and actuarial valuations as of March 31, 2022 and 2021 (the "Measurement Dates").

WCHCC's respective net pension (asset)/liability, deferred outflows of resources, deferred inflows of resources and net pension expense related to ERS as of and for the years ended December 31, 2022 and 2021, are as follows (amounts in thousands):

	2022	2021
Proportionate share of the net pension (asset)/liability		
Amount	\$ (75,098)	\$ 868
Percentage	0.92%	0.87%
Deferred outflows of resources	135,099	171,834
Deferred inflows of resources	258,753	254,398
Net pension expense		
Salaries and benefits - NYS pension expenses	32,500	31,500
NYS non-cash pension adjustment	(28,403)	(11,128)
	<u>\$ 4,097</u>	<u>\$ 20,372</u>
Total net pension expense		

WCHCC's proportionate share of ERS' 2022 and 2021 net pension liability is consistent with the manner in which contributions to ERS are determined. ERS computed each employer's projected long-term contribution effort to ERS as compared to the total projected long-term contribution of all employers to ERS.

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

The components of pension related deferred outflows of resources and deferred inflows of resources at the Measurement Dates are as follows (amounts in thousands):

2022		2021
<b>Deferred outflows of resources</b>		
Differences between expected and actual experience	\$ 5,687	\$ 10,605
Changes of assumptions	125,331	159,671
Net difference between projected and actual investment earnings on pension plan investments	-	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	4,081	1,558
	\$ 135,099	\$ 171,834
<b>Deferred inflows of resources</b>		
Differences between expected and actual experience	\$ 7,377	\$ -
Changes of assumptions	2,115	3,011
Net difference between projected and actual investment earnings on pension plan investments	245,915	249,456
Changes in proportion and differences between employer contributions and proportionate share of contributions	3,346	1,931
	\$ 258,753	\$ 254,398

At December 31, 2022 amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be reflected in salaries and benefits, in the Statements of Revenues, Expenses, and Changes in Net Position as follows (amounts in thousands) for the years ending December 31:

2023	\$ (19,062)
2024	(27,672)
2025	(63,905)
2026	(13,015)
	\$ (123,654)

**Actuarial Assumptions**

WCHCC's net pension liabilities at the Measurement Dates were determined by using an actuarial valuation as of April 1, 2021 and 2020, with update procedures used to roll forward the total pension liability to March 31, 2022 and 2021, respectively. The actuarial valuations used the following actuarial assumptions:

Inflation rate	2.7%
Salary increases	4.4%
Investment rate of return, including inflation	5.9% net of investment expenses, including inflation
Cost of living adjustments	1.4%
Decrements	Actuarial assumptions based on the results of an experience study for the period April 1, 2015- March 31, 2020 (2021)
Mortality improvement	Society of Actuaries Scale MP-2020

**Westchester County Health Care Corporation**

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

***Long-Term Expected Rate of Return***

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected return, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class including target asset allocation at the Measurement Dates are summarized below:

Asset Class	Target Allocation	2022		2021	
		Long-term Expected Real Rate of Return	Target Allocation	Long-term Expected Real Rate of Return	Target Allocation
Domestic equity	32%	3.30%		32%	4.05%
International equity	15	5.85		15	6.30
Private equity	10	6.50		10	6.75
Real estate	9	5.00		9	4.95
Opportunistic portfolio	3	4.10		3	4.50
Credit	4	3.78		4	3.63
Real assets	3	5.80		3	5.95
Fixed income	23	0.00		23	0.00
Cash	1	(1.00)		1	0.50
		100%		100%	

***Discount Rate***

The discount rate used to calculate the total pension liability at March 31, 2022 and 2021 was 5.9%. The projection of cash flows used to determine the discount rate assumes that contributions from plan members will be made at the current contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based upon those assumptions, ERS' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

***Discount Rate Sensitivity***

WCHCC's proportionate share of the net pension liability calculated using the respective discount rate, as well as what WCHCC's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate as of December 31, 2022 and 2021 are as follows (amounts in thousands):

	Rate	2022		Rate	2021	
		Rate	Amount		Rate	Amount
1% decrease	4.90%		\$ 193,302	4.90%		\$ 241,034
Current discount rate	5.90		(75,098)	5.90		868
1% increase	6.90		(299,602)	6.90		(220,621)

Westchester County Health Care Corporation

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2022 and 2021

**Deferred Pension Contributions**

NYSRSSL Chapter 57 of the Laws of 2010 authorized the NYS and local employers to amortize over ten years, at 3.21% (2016), 3.15% (2015), 3.67% (2014) and 3.00% (2013) interest, the portion of their annual bill, that exceeded 14.5%, 13.5%, 12.5% and 11.5% of payroll for its 2016, 2015, 2014 and 2013 pension bills, respectively. Total amounts due at December 31, 2022 and 2021 related to these deferred pension contributions are approximately \$9.5 million and \$15.3 million, respectively, and are included as part of other long-term liabilities (Note 14) in the accompanying Statements of Net Position.

**Defined Contribution Pension Plan**

WCHCC provides the WMCHHealth Network Affiliated Employers 401(k) Plan (the "WMCHHealth Network 401(k) Plan") for employees of WMC Advanced Physician Services, NorthEast Provider, WMC New York, and employees of MidHudson Valley Staffco LLC. WMCHHealth Network 401(k) Plan is a defined contribution plan open to eligible participants. Employees are eligible to contribute to the WMCHHealth Network 401(k) Plan upon hire and vest immediately. Eligible employees will receive employer contributions of 4% of gross salary matching contribution up to the Code limit. As of December 31, 2022 and 2021, there were approximately 5,253 and 4,767 participants, respectively, in the WMCHHealth Network 401(k) Plan. For the years ended December 31, 2022 and 2021, the WMCHHealth Network 401(k) Plan had total payroll expense of approximately \$478.0 million and \$442.0 million of which approximately \$443.8 million and \$410.3 million, respectively, was covered by the WMCHHealth Network 401(k) Plan. Total employer contributions to the WMCHHealth Network 401(k) Plan for December 31, 2022 and 2021 were approximately \$13.4 million and \$12.3 million, respectively.

HealthAlliance also sponsors various defined contribution retirement plans for eligible participants. Total employer contributions for HealthAlliance were approximately \$1.2 million and \$1.3 million for the years ended December 31, 2022 and 2021, respectively.

**NOTE 12 - OTHER POSTEMPLOYMENT BENEFITS**

WCHCC provides Other Postemployment Benefits ("OPEB") that provides basic medical and hospitalization plan coverage to eligible retirees through a single employer defined benefit plan. The plan does not issue its own stand-alone financial statements. Eligible retirees may only be covered under the indemnity plan of WCHCC. To qualify, employees and retirees hired before January 1, 2007 must (i) have at least five years of paid service with WCHCC (service prior to January 1, 1998 with the County counts towards the five-year requirement) and (ii) be eligible to receive a retirement allowance from a retirement system administered by the State of New York or one of its civil divisions. Employees hired on or after January 1, 2007 require 20 years of service to qualify for a post-retirement health benefit. Individual coverage is provided to certain retirees at no cost. Subsequent to December 31, 2014, certain retirees are required to contribute to the cost of this coverage. Retirees may elect family coverage at a cost of 20% of the difference between the premium equivalent cost of family and individual coverage. Approximately 78% of the participants have elected individual coverage as of December 31, 2022 and 2021.

The following employees were covered by the benefit terms at the measurement date as of January 1, 2022 and 2021:

	2022	2021
Retired employees	2,060	1,913
Active employees	4,145	4,433
	<u>6,205</u>	<u>6,346</u>

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future, including assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contribution of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the Notes to the Financial Statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits. WCHCC's actuarial evaluations were performed on January 1, 2022 and 2021 and reported actuarial accrued liabilities of \$350.9 million and \$367.2 million, respectively, which are funded on a current basis.

Projection of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

***Total OPEB Liability***

WCHCC's total OPEB liabilities at the measurement date were determined by using an actuarial valuation as of January 1, 2022 and 2021. The actuarial valuations used the following actuarial assumptions:

Inflation rate	3.0% annually
Salary increases	3.0% annually
Discount rate	2.63% per annum (2022); 2.69% per annum (2021)
Healthcare cost trend rates 16 years (2022); 7.00% grading down to 3.42% over 16 years (2021)	Pre-Medicare: 6.91% grading down to 3.39% over
Medicare: (9.00%) for year 1 then 6.50% grading down to 4.00% over 15 years (2022); (3.19%) for year 1 then 5.82% grading down to 3.81% over 15 years (2021)	
Mortality improvement Dataset Headcount weighted Mortality (adjusted 1.15) with MP 2020 improvement scale adjusted	All groups: SOA RPH-2014 Adjusted to 2006 Total

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

The following table shows the components of WCHCC's annual OPEB cost for the years ended December 31, 2022 and 2021, the amount actually contributed to the plan, and changes in WCHCC's net OPEB obligation (amounts in thousands).

	2022	2021
Beginning balance	\$ 367,217	\$ 346,363
Changes for the year:		
Service cost	6,453	5,518
Interest cost	9,833	11,405
Changes of benefits	2,406	(3,126)
Differences between expected and actual experience	19,981	6,426
Changes in assumptions	(38,591)	15,419
	82	35,642
Benefit payments	(16,366)	(14,788)
Net changes	(16,284)	20,854
Ending balance	\$ 350,933	\$ 367,217

**Discount Rate**

The discount rate used to calculate the total post-retirement liability was 2.63% and 2.69% for the years ended December 31, 2022 and 2021, respectively. The discount rate at December 31, 2022 and 2021 was based upon the top segment of the 20-year high-quality municipal bond index at the measurement date.

**Discount Rate Sensitivity**

WCHCC's total OPEB liability calculated using the respective discount rate, as well as what WCHCC's OPEB liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate as of December 31, 2022 and 2021 are as follows (amounts in thousands):

	2022		2021	
	Rate	Amount	Rate	Amount
1% decrease	1.63%	\$ 401,399	1.69%	\$ 418,832
Current discount rate	2.63	350,933	2.69	367,217
1% increase	3.63	309,751	3.69	324,761

**Healthcare Cost Trend Rate Sensitivity**

WCHCC's total OPEB liability calculated using the respective discount rate, as well as what WCHCC's OPEB liability would be if it were calculated using a healthcare cost trend rate that is 1% lower or 1% higher than the current rate as of December 31, 2021 and 2020 are as follows (amounts in thousands):

	2022		2021	
	Rate	Amount	Rate	Amount
1% decrease	(1.00)%	\$ 309,094	(1.00)%	\$ 323,522
Healthcare cost trend rate	0.00	350,933	0.00	367,217
1% increase	1.00	403,367	1.00	421,517

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

**OPEB Expense and Deferred Inflows of Resources**

For the years ended December 31, 2022 and 2021, WCHCC recognized OPEB expense, including related changes in deferred inflows and outflows, of approximately \$21.2 million and \$19.9 million, respectively. The components of post-retirement related deferred outflows of resources and deferred inflows of resources at the measurement dates are as follows (amounts in thousands):

	2022	2021
<b>Deferred outflows of resources</b>		
Differences between expected and actual experience	\$ 21,507	\$ 7,639
Changes in assumptions	14,073	19,567
Contributions subsequent to measurement date	16,451	16,366
	\$ 52,031	\$ 43,572
 <b>Deferred inflows of resources</b>		
Differences between expected and actual experience	\$ -	\$ 58
Changes in assumptions	30,873	1,348
	\$ 30,873	\$ 1,406

At December 31, 2022, amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEBs will be reflected in salaries and benefits expense in the Statements of Revenues, Expenses, and Changes in Net Position as follows (amounts in thousands) for the years ending December 31:

2023	\$ 3,889
2024	3,893
2025	647
2026	(3,722)
	\$ 4,707

HealthAlliance also sponsors frozen unfunded OPEB plans for certain employees. The liability for these plans was approximately \$1.4 million and \$1.6 million as of December 31, 2022 and 2021, respectively.

**NOTE 13 - SELF-INSURANCE LIABILITY**

The following is the activity of the self-insurance liability, which is presented as a component of other long-term liabilities on the Statements of Net Position for the years ended December 31, 2022 and 2021 (amounts in thousands):

2021	December 31,	Additions	Reductions	December 31, 2022	Amounts Due Within One Year
Workers' compensation self-insurance <sup>(a)</sup>	\$ 23,472	\$ 4,933	\$ (5,218)	\$ 23,187	\$ 3,300
Malpractice self-insurance <sup>(b)</sup>	85,810	18,087	(8,897)	94,000	10,034
Health insurance <sup>(c)</sup>	15,513	126,221	(126,276)	15,458	15,458
Other self-insurance <sup>(d)</sup>	6,053	2,032	(2,045)	6,040	4,558
	\$ 130,848	\$ 150,273	\$ (142,436)	\$ 138,685	\$ 33,350

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

2020	December 31,	Additions	Reductions	December 31, 2021	Amounts Due Within One Year
Workers' compensation self-insurance <sup>(a)</sup>	\$ 24,111	\$ 6,460	\$ (7,099)	\$ 23,472	\$ 4,400
Malpractice self-insurance <sup>(b)</sup>	84,291	13,682	(12,163)	85,810	13,034
Health insurance <sup>(c)</sup>	13,279	113,769	(111,535)	15,513	15,513
Other self-insurance <sup>(d)</sup>	6,940	1,878	(2,765)	6,053	4,520
	<u>\$ 128,621</u>	<u>\$ 135,789</u>	<u>\$ (133,562)</u>	<u>\$ 130,848</u>	<u>\$ 37,467</u>

(a) The Medical Center is self-insured for workers' compensation and has excess insurance coverage that attaches at \$750,000 per occurrence with \$1.0 million in annual aggregate coverage. As part of the Medical Center's workers' compensation self-insurance plan, the Medical Center obtains a semi-annual actuarial valuation to determine its self-insurance liabilities, including amounts for claims incurred but not reported. Such valuation is based on the Medical Center's specific and industry-wide data.

The following represents information as it relates to the Medical Center's workers' compensation self-insurance plan as of December 31, 2022 and 2020 (amounts in thousands):

	2022	2021
Gross self-insurance liability	\$ 20,456	\$ 20,196
Present value of self-insurance liability	19,524	19,463
Discount factor	3.5%	3.5%

As part of Mid-Hudson Valley Staffco's workers' compensation self-insurance plan, Mid-Hudson Valley Staffco obtains a semi-annual actuarial valuation to determine its self-insurance liabilities, including amounts for claims incurred but not reported. Such valuation is based on Mid-Hudson Valley Staffco's specific and industry-wide data.

The following represents information as it relates to Mid-Hudson Valley Staffco's workers' compensation self-insurance plan as of December 31, 2022 and 2020 (amounts in thousands):

	2022	2021
Gross self-insurance liability	\$ 4,061	\$ 4,445
Present value of self-insurance liability	3,663	4,009
Discount factor	3.5%	3.5%

All other Medical Center entities have workers' compensation coverage provided by a commercial insurance carrier under a claims-made basis and with no excess insurance coverage purchased.

HealthAlliance is insured under a retrospective premium policy through a commercial carrier.

(b) WCHCC Bermuda, a WCHCC captive insurance company, provides the Medical Center with professional liability insurance ("HPL") and general liability insurance ("GL"), and insures employed physicians' professional liability ("PPL"). Employed physicians not insured by WCHCC Bermuda maintain malpractice insurance coverage through commercial insurance carriers.



**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

Outstanding projected liabilities are comprised of estimates of the ultimate case value (indemnity and expenses) established by an independent case adjuster, plus a provision for losses incurred, but not reported, based on the recommendations of an independent actuary using historical and industry data. WCHCC Bermuda's actuarial liabilities have been discounted at 3.5% at December 31, 2022 and 2021.

WCHCC Bermuda is required by its license to maintain capital and surplus greater than a minimum statutory amount determined as the greater of a percentage of outstanding losses or a given fraction of net written premiums. At December 31, 2022 and 2021, WCHCC Bermuda was required to maintain a minimum statutory capital and surplus (net position) of approximately \$9.1 million and \$8.4 million, respectively. As of December 31, 2022 and 2021, actual statutory capital and surplus (net position), which is included as part of net position - unrestricted on the Statements of Net Position, was approximately \$119.2 million and \$141.4 million, respectively.

HPL coverage is provided on an occurrence basis with a self-insured retention ("SIR") of \$12.0 million in 2022 and 2021, for each and every claim with no aggregate limit. Excess commercial liability insurance policies attach above the SIR.

HealthAlliance purchases primary medical malpractice insurance coverage through a commercial carrier. Operations of HealthAlliance's captive insurance company, HRN, are not deemed significant. Excess commercial insurance policies attach above the captive SIR. Claims in excess of insurance coverage have not been asserted against HealthAlliance.

(c) WCHCC is self-insured for health insurance for all its employees. Claims which have been incurred, and incurred but not reported represent a liability to WCHCC at December 31, 2022 and 2021 and, as such, liabilities have been included in the accompanying Statements of Net Position.

(d) Professional and general liability claims have been asserted against WCHCC by various claimants. The claims are in various stages of processing and some may ultimately be brought to trial. The outcome of these actions cannot be predicted with certainty by management or by legal counsel to WCHCC or by the respective insurance companies handling such matters. There are known incidents that may result in the assertion of additional claims, and other claims may arise. It is the opinion of management, in consultation with WCHCC's legal counsel, that the final disposition of such claims will not have a material adverse effect on WCHCC's financial position, results of operations, or liquidity.

**Westchester County Health Care Corporation**  
**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

**NOTE 14 - OTHER LONG-TERM LIABILITIES**

The following is the composition and activity of WCHCC's other long-term liabilities for the years ended December 31, 2022 and 2021 (amounts in thousands):

	December 31,	Additions	Reductions	December 31,	Amounts Due
2021				2022	Within One Year
Self-insurance liabilities (Note 13)	\$ 130,848	\$ 150,273	\$ (142,436)	\$ 138,685	\$ 33,350
Third-party liabilities, net (Note 4)	78,827	15,510	(11,338)	82,999	30,204
Medicare advances (Note 3)	62,809	-	(57,242)	5,567	5,567
Post-retirement health insurance (Note 12)	368,770	39,957	(56,379)	352,348	-
Net pension liability (Note 11)	868	-	(868)	-	-
Other liabilities	178,214	126,533	(123,533)	179,474	65,542
Deferred pension contributions (Note 11)	15,260	-	(5,731)	9,529	4,243
Total other long-term liabilities	<u>\$ 835,596</u>	<u>\$ 332,533</u>	<u>\$ (399,527)</u>	<u>\$ 768,602</u>	<u>\$ 138,906</u>
2020	December 31,	Additions	Reductions	December 31,	Amounts Due
				2021	Within One Year
Self-insurance liabilities (Note 13)	\$ 128,621	\$ 135,789	\$ (133,562)	\$ 130,848	\$ 37,467
Third-party liabilities, net (Note 4)	112,777	18,764	(52,714)	78,827	28,619
Medicare advances (Note 3)	119,077	-	(56,268)	62,809	55,173
Post-retirement health insurance (Note 12)	348,024	35,727	(14,981)	368,770	-
Net pension liability (Note 11)	232,341	-	(231,473)	868	-
Other liabilities	159,398	96,586	(77,770)	178,214	60,450
Deferred pension contributions (Note 11)	20,805	-	(5,545)	15,260	5,731
Total other long-term liabilities	<u>\$ 1,121,043</u>	<u>\$ 286,866</u>	<u>\$ (572,313)</u>	<u>\$ 835,596</u>	<u>\$ 187,440</u>

**NOTE 15 - AFFILIATION AGREEMENT**

WCHCC has an affiliation agreement with New York Medical College (the "College"), under the terms of which WCHCC pays the College for certain physician teaching and administrative services. For the years ended December 31, 2022 and 2021, the College was paid approximately \$10.7 million and \$10.6 million, respectively, which is included in supplies and other expenses in the accompanying Statements of Revenues, Expenses, and Changes in Net Position. The affiliation agreement terminates in 2029, and automatically renews for an additional twelve-year term.

**Westchester County Health Care Corporation**

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2022 and 2021**

**NOTE 16 - WESTCHESTER COUNTY RELATIONSHIP**

In 1997, the State of New York adopted legislation that created WCHCC as a New York public benefit corporation effective January 1, 1998. At that time, the facilities and operations of WCHCC were transferred from the County to WCHCC pursuant to a long-term lease agreement. Subsequently, an Amended and Restated Lease Agreement (the "Lease") was consummated. The Lease is a 60-year (term ends 2058) real property lease for land and facilities with an option for extension.

During 2022 and 2021, WCHCC purchased services from the County of approximately \$12.5 million and \$9.7 million, respectively, which are included in supplies and other expenses in the accompanying Statements of Revenues, Expenses, and Changes in Net Position.

**NOTE 17 - BON SECOURS CHARITY**

Charity is a discretely presented component unit of WCHCC. Charity's financial statements are prepared on the accrual basis of accounting using the economic resources measurement focus and are based on accounting principles applicable to governmental units as established by GASB and the provisions of the American Institute of Certified Public Accountants *Audit and Accounting Guide, Health Care Entities*, to the extent that they do not conflict with GASB.

At December 31, 2022 and 2021, Charity had bonds outstanding of approximately \$122.3 million related to the Bon Secours Charity Health System, Inc. Taxable Bonds, Series 2015, consisting of approximately \$38.6 million bonds with an interest rate of 5.25% and maturing on November 1, 2025 and approximately \$83.7 million bonds with an interest rate of 6.25% and maturing on November 1, 2035. WCHCC guarantees the scheduled payments of principal and interest on the Charity Series 2015 Bonds.

Charity has a \$40.0 million line of credit agreement with a financial institution that has an expiration date of October 21, 2023. At December 31, 2022 and 2021, no amounts were outstanding.

During the years ended December 31, 2022 and 2021, Charity incurred approximately \$19.0 million and \$19.5 million of expenses to WCHCC, respectively, for services provided under a management service agreement and for other contracted services. Charity had amounts due from WCHCC of approximately \$873,000 and \$352,000 at December 31, 2022 and 2021, respectively.

REQUIRED SUPPLEMENTARY INFORMATION – (UNAUDITED)

**Westchester County Health Care Corporation**

**REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)  
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY AND SCHEDULE OF  
EMPLOYER CONTRIBUTIONS**

December 31, 2022 and 2021 (amounts in thousands)

**Schedule of Proportionate Share of the Net Pension Liability\***

Reporting Fiscal Year (Measurement Date, March 31,)	WCHCC's Proportion of the Net Pension (Asset) Liability		WCHCC's Covered Employee Payroll	WCHCC's Proportionate Share of the Net Pension (Asset) Liability as a Percentage of its Covered Employee Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension (Asset) Liability
	%	\$			
	2022 (2022)	0.919%			
2021 (2021)	0.872%	\$ 868	\$ 285,357	00.30%	99.95%
2020 (2020)	0.877%	\$ 232,341	\$ 273,189	85.05%	86.39%
2019 (2019)	0.890%	\$ 63,348	\$ 285,948	22.15%	96.27%
2018 (2018)	0.922%	\$ 29,752	\$ 285,990	10.40%	98.24%
2017 (2017)	0.860%	\$ 80,974	\$ 292,341	27.70%	94.70%
2016 (2016)	0.880%	\$ 141,496	\$ 259,948	54.43%	90.70%

**Schedule of Employer Contributions\***

Reporting Fiscal Year	Contractually Required Contribution	Contributions in Relation to the Contractually Required Contribution		Contribution Deficiency (Excess)	WCHCC's Covered Employee Payroll	Contributions as a Percentage of Employee Covered Payroll
		\$	\$			
2022	\$ 38,974	\$ 38,974	\$ -	\$ -	\$ 289,833	13.45%
2021	\$ 35,144	\$ 35,144	\$ -	\$ -	\$ 285,357	12.31%
2020	\$ 35,242	\$ 35,242	\$ -	\$ -	\$ 273,189	12.90%
2019	\$ 35,730	\$ 35,730	\$ -	\$ -	\$ 285,948	12.50%
2018	\$ 36,422	\$ 36,422	\$ -	\$ -	\$ 285,990	12.74%
2017	\$ 34,183	\$ 34,183	\$ -	\$ -	\$ 292,341	11.69%
2016	\$ 39,349	\$ 39,349	\$ -	\$ -	\$ 259,948	15.14%

\* These schedules are intended to show information for 10 years. Additional years will be displayed as they become available.

**Westchester County Health Care Corporation**

**REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)  
SCHEDULE OF FUNDING PROGRESS - OTHER POSTEMPLOYMENT BENEFITS (OPEB)**

December 31, 2022 and 2021 (amounts in thousands)

**Schedule of Funding Progress - Other Postemployment Benefits**

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrual Liability (AAL) Initial Entry Age (b)	Unfunded (AAL) (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	(UAAL) as a Percentage of Covered Payroll ((b-a)/c)	
01/01/22	\$	-	\$ 350,933	\$ 350,933	0.0%	\$ 240,287	146.05%
01/01/21	\$	-	\$ 367,217	\$ 367,217	0.0%	\$ 225,388	162.93%
01/01/20	\$	-	\$ 346,363	\$ 346,363	0.0%	\$ 229,236	151.09%
01/01/19	\$	-	\$ 331,751	\$ 331,751	0.0%	\$ 227,408	145.88%
01/01/18	\$	-	\$ 333,675	\$ 333,675	0.0%	\$ 219,100	152.59%
01/01/17	\$	-	\$ 331,855	\$ 331,855	0.0%	\$ 210,755	157.46%
01/01/16	\$	-	\$ 328,464	\$ 328,464	0.0%	\$ 199,357	164.76%
01/01/15	\$	-	\$ 300,216	\$ 300,216	0.0%	\$ 188,736	159.07%
01/01/14	\$	-	\$ 297,146	\$ 297,146	0.0%	\$ 179,466	165.57%
01/01/13	\$	-	\$ 276,824	\$ 276,824	0.0%	\$ 174,737	158.42%

The above represents the valuation of the plan as of January 1.

**Westchester County Health Care Corporation**

**REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)  
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS**

**December 31, 2022 and 2021 (amounts in thousands)**

<u>2022</u> <u>2016</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>		
<b>Total OPEB Liability</b>							
Service cost	\$ 6,453	\$ 5,518	\$ 5,280	\$ 5,099	\$ 4,952	\$ 4,940	\$ 4,705
Interest	9,833	11,405	13,496	11,415	12,447	11,647	11,598
Change of benefit terms	2,406	(3,126)	(4,482)	1,242	-	-	-
Differences between expected and actual experience	19,981	6,426	4,162	(235)	(4,734)	-	-
Changes in assumptions	(38,591)	15,419	12,052	(5,392)	4,372	1,250	(2,615)
	82	35,642	30,508	12,129	17,037	17,837	13,688
Benefit payments	(16,366)	(14,788)	(15,896)	(14,053)	(15,217)	(14,446)	(12,480)
Net change in total OPEB liability	(16,284)	20,854	14,612	(1,924)	1,820	3,391	1,208
Total OPEB liability - beginning	367,217	346,363	331,751	333,675	331,855	328,464	327,256
Total OPEB liability - ending	\$ 350,933	\$ 367,217	\$ 346,363	\$ 331,751	\$ 333,675	\$ 331,855	\$ 328,464
Covered payroll	\$ 240,287	\$ 225,388	\$ 229,236	\$ 227,408	\$ 219,100	\$ 210,755	\$ 199,375
Total OPEB liability as a percentage of covered- employee payroll	146.05%	162.93%	151.09%	145.88%	152.59%	157.46%	164.76%

**Notes to Schedules**

Changes to benefit terms: No changes to the terms of the benefits provided.

Changes of assumptions: The following are the discount rates for each period presented above:

2022	2.63%
2021	2.69%
2020	3.31%
2019	4.10%
2018	3.44%
2017	3.78%
2016	3.57%

These schedules are intended to show information for 10 years. Additional years will be displayed as they become available.





**Westchester County Health Care Corporation**  
**REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)**

**Westchester County Health Care Corporation**  
**REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)**  
**WESTCHESTER COUNTY HEALTH CARE CORPORATION**

**Operating Budget – 2023**

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Westchester County Health Care Corporation

REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)

WESTCHESTER COUNTY HEALTH CARE CORPORATION

**EXECUTIVE SUMMARY**

**Overview**

The 2023 budget presents an operating profit of \$14.3 million. We continue to face many financial challenges including continued and sustained volume improvements and Medicaid reimbursement. These challenges were met with a thorough review of current and 2023 projected spending throughout the organization.

Major changes in 2023 include:

- Continued volume improvements
- Growth in APS Physicians
- Optimization of Cerner Electronic Health Record
- Commencement of ICU Bed Tower Project
- ADP and Kronos upgrades, ultimately extending to the entire WMCHHealth network

**Budgeted Revenues and Expenses**

Overall patient volumes have been discussed with clinical leadership, and overall expenses have been forecasted based on anticipated utilization and inflation factors.

**Legacy Excess Costs**

WMCHHealth continues to be obligated to incur costs beyond industry norms in the following areas:

- **New York State Pension Expense** – The pension expense for employees at the Valhalla campus who participate in the NYS pension plan is budgeted at \$20.5 million for 2023. This amount includes a \$12.0 million positive Non-Cash Pension Adjustment attributable to the appreciation in the Fair Value of the Plan’s investments at March 31, 2022.
- **Health Benefit Expense** – Health benefit expense is budgeted at \$150.1 million for 2023. This expense is based on recent medical expense trends. Included in the health benefit expense is \$22.3 million of health benefits for retired employees, a benefit generally no longer provided by most employers.

**Westchester County Health Care Corporation**

**REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)**

**REVENUE**

Revenue projections use 2022 as a base for patient volume, payor mix and case mix acuity adjusted for selective changes to patient volume and changes in contractual agreements with payors.

**OTHER OPERATING REVENUE**

Other operating revenue includes grants and other revenue for services provided.

**EXPENSES**

Generally, overall expenses are budgeted to increase by 6.3% over 2022 projected levels.

**Fringe Benefit Costs**

Overall fringe benefit costs are budgeted as follows:

- NYS pension plan costs amount to \$20.5 million which includes a positive NYS Non-Cash Pension Adjustment of \$12.0 million.
- Health benefit costs – Increase primarily due to healthcare cost trends for employees and retirees, including the impact of increased physicians and other staff, have resulted in benefit costs of \$138.5 million increasing by \$11.6 million to \$150.1 million in 2023.

**Depreciation and Amortization**

Depreciation and amortization is calculated to be \$89.0 million in 2023.

**Interest Expense**

Interest expense is budgeted to be \$57.0 million in 2023.

**COMMENTS ON STATEMENTS OF NET POSITION**

Cash, Cash Equivalents and Investments – Cash, cash equivalents and investments at December 31, 2023 is expected to approximate \$203.9 million.

Patient Accounts Receivable, net – Projected balances at December 31, 2023 reflects 50.0 days revenue in accounts receivable.

Westchester County Health Care Corporation

REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)

**WESTCHESTER MEDICAL CENTER**  
**STATEMENT OF OPERATIONS**  
**OPERATING BUDGET FOR THE YEAR ENDING DECEMBER 31, 2023**  
(IN THOUSANDS)

	<b>2023</b>
	<b><u>Budget</u></b>
Operating revenues:	
Net patient service revenue	\$ 1,825,908
Other operating revenue	96,390
Interest income	<u>12,866</u>
Total operating revenue	<u>1,935,164</u>
Operating expenses:	
Personal services	918,952
Fringe benefits	243,811
Supplies and other	590,712
Depreciation and amortization	89,044
Interest expense	<u>56,960</u>
Total operating expenses	<u>1,899,479</u>
Income from operations before excess fringe benefits	35,685
Pension costs in excess of market	(11,092)
Excess post retirement health costs	(22,300)
NYS non-cash pension adjustment	<u>12,000</u>
Subtotal	(21,392)
Net income	<u><u>\$ 14,293</u></u>

**WESTCHESTER MEDICAL CENTER  
STATEMENT OF NET POSITION  
BUDGETED AT DECEMBER 31, 2023  
(IN THOUSANDS)**

	<b>Budget December 31, 2023</b>
<b>Assets</b>	
Cash, cash equivalents and investments	\$ 203,940
Patient accounts receivable, net	249,989
Other current assets	198,773
Total current assets	652,702
Capital assets, net	888,884
Other assets, net	235,684
Total assets	\$ 1,777,270
 <b>Deferred Outflows of Resources</b>	
Pension, OPEB and bond related	\$ 213,436
 <b>Liabilities</b>	
Current portion of long-term debt	\$ 23,589
Accounts payable and accrued expenses	223,331
Accrued salaries and related benefits	99,636
Current portion of other liabilities	126,070
Total current liabilities	472,626
Long-term debt, net	932,170
Other liabilities, net	665,649
Total liabilities	\$ 2,070,445
 <b>Deferred Inflows of Resources</b>	
Pension and OPEB related	\$ 263,369
 <b>Net Position</b>	
Unrestricted	\$ (376,241)
Restricted	33,133
	\$ (343,108)

## Attachment B

### WMC Standard Terms and Conditions

#### ARTICLE I DEFINITIONS

- 1.1. Agreement. "Agreement" shall mean the written agreement between WMC and the successful proposer, if any, awarded a contract to develop and implement the investment banking and underwriting services sought by this RFP.
- 1.2. Services. "Services" shall mean the investment banking and underwriting services as may be offered by Vendor to WMC as part of a proposal submitted in response to this RFP.
- 1.3. Vendor Representative. "Vendor Representative" shall mean all employees, Vendors, agents, subcontractors or representatives of Vendor providing Services on behalf of Vendor at any WMC site.

#### ARTICLE II SERVICES AND PAYMENT

- 2.1. Services. All Services shall be performed in a manner consistent with the generally recognized standards of persons regularly engaged in providing such services. Vendor warrants to the WMC that any Services performed and any materials used by Vendor in connection with the Services shall be free from defects in workmanship and/or materials and agrees that any damage arising from any breach of this warranty shall promptly be remedied by Vendor at its sole expense.
- 2.2. Conduct. All Vendor Representatives shall, at all times while present at the WMC campus, comply with WMC rules and regulations and the lawful directives of WMC security personnel and WMC administration. Vendor Representatives shall, at all times while present at the WMC campus, conduct themselves in accordance with WMC Policies and Procedures, including the WMC Code of Conduct, Sexual Harassment Policy, and Anti-Discrimination Policy. The Vendor shall promptly remove from the WMC campus any Vendor Representative whose conduct the WMC reasonably determines to be objectionable.
- 2.3. Ownership of Records. All records compiled by Vendor in providing and completing the Services, including but not limited to written reports, studies, computer protocols, graphs, charts and all other similar recorded data, shall become and remain the property of the WMC. Vendor may retain copies for its own use, all of which shall be subject to all confidentiality requirements set forth herein.
- 2.4. Payment Terms. WMC shall pay all properly submitted and undisputed invoices for the Services within ninety (90) days from the date WMC receives an invoice. All invoices must reference the Contract Number and are to be addressed to WMC, at WMC address provided in each purchase order, to the Attention of the Accounts Payable Department.
- 2.5. Interest and Other Charges. Any references in any Vendor quotation, invoice or agreement to interest charges, late fees, restocking fees or cancellation charges shall be excluded from and superseded by the Agreement.
- 2.6. Taxes. WMC and its facilities are exempt from local, state, and federal taxes (including local and state sales or use taxes). Upon request, WMC will furnish evidence of such tax-exemption. WMC shall not be charged or subject to, and shall not pay, any tax, tariff, duty, cost or expense imposed by any taxing

authority outside the United States of America and any such tax, tariff, duty, cost, or expense shall be the sole responsibility of the Vendor.

### **ARTICLE III TERM AND TERMINATION**

- 3.1. Term. The Agreement shall commence on the Effective Date of the Agreement and shall continue for a period of (1) year, unless earlier terminated in accordance with this Article III.
- 3.2. Termination for Cause. Either Vendor or WMC shall have the right to immediately terminate the Agreement in its entirety in the event of a material breach of the terms of the Agreement by the other party which is not cured within thirty (30) calendar days following receipt of written notice specifying the breach.
- 3.3. Termination Without Cause. Either Vendor or WMC shall have the right to terminate the Agreement in its entirety without cause by providing the other Party at least sixty (60) days prior written notice.
- 3.4. Insolvency. If either Party shall be declared insolvent or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of, or for, either Party's property or business, the Agreement may be terminated, at the other Party's option, without liability hereunder.
- 3.5. Remedies. Termination by either Party pursuant to the terms of this Article III, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights against the other Party that arose prior to termination.
- 3.6. Disruption of Patient Care. Notwithstanding the foregoing or any other Agreement between the Parties, if Vendor terminates the Agreement or any provision hereof and such termination, based on the reasonable, good faith determination of WMC, would likely result in the disruption of patient care, upon written notice from WMC as to such likely disruption, Vendor shall continue to provide the Services purchased hereunder and receive compensation, as specified in the Agreement or applicable purchase order and in accordance with Article II hereof, until WMC has secured an alternate supplier of comparable or substantially similar goods, but in no event shall such continued provision of the Services exceed a period of one hundred and twenty (120) days from Vendor's receipt of WMC's notice.

### **ARTICLE IV GENERAL PROVISIONS**

- 4.1. Confidentiality. For purposes of this Section 4.1 "Confidential Information" shall mean any and all proprietary information, customer lists, patient information, customer purchasing requirements, prices, trade secrets, know-how, processes, documentation and all other information without limitation which is not generally known to, or readily ascertainable by proper means, by the public or which might reasonably be considered confidential, secret, sensitive, proprietary or private to either the Vendor or WMC.
  - 4.1.1. In performing their respective obligations under the Agreement, the Vendor and WMC may come into contact with, be given access to, and, in some instances, contribute to each other's Confidential Information. In consideration of permitting the Vendor and WMC to have access to each other's Confidential Information, during the term of the Agreement, the Vendor and WMC agree that they will not disclose to any third party any Confidential Information of the other Party, except as provided in Section 4.1.3, without the other Party's prior written consent. The Vendor and WMC shall only make the Confidential Information of the other Party available to its employees, auditors, attorneys or other professionals or Vendors hired by such Party in the ordinary course, to the extent that their duties, requirements, or contract for services require such



disclosure, and agree to take appropriate action by instruction or agreement with such individuals permitted access to the Confidential Information to satisfy the obligations under this Section.

4.1.2. The provisions of this Section will not apply to information: (i) developed by the receiving Party without use of, or access to, the disclosing Party's Confidential Information; (ii) that is or becomes publicly known without a breach of the Agreement; (iii) disclosed to the receiving Party by a third party not required to maintain such information confidential; or (iv) that is already known to the receiving Party at the time of disclosure. The provisions of this Section 4.1.2 shall not apply to "Protected Health Information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Parts 160 and 164.

4.1.3. If any law, governmental authority or legal process requires the disclosure of Confidential Information, the subject Party may disclose such information, provided, that, the other Party is notified of the disclosure.

- 4.2. Disclosure of Protected Health Information (PHI). If the transaction involves any disclosure of PHI to the Vendor, and the Vendor is determined to be a Business Associate (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Part 160 and 164), the Vendor will execute a WMC Business Associate Agreement.
- 4.3. Business in Confidence. Neither Party shall, without first obtaining the written consent of the other Party, advertise or publish the fact that Vendor has contracted to provide, or WMC has contracted to purchase, the Services that are the subject of the Agreement.
- 4.4. Publicity and Trademarks. Each Party will not, and will cause its affiliates not to, use the name or any trademark or service mark of the other Party or any of its affiliates without the prior written consent of the other Party.
- 4.5. Financing Statements. The Vendor acknowledges and agrees that the filing of any financing statement under the Uniform Commercial Code in connection with any transaction related to the Agreement is expressly prohibited unless such filing is agreed to in writing by the Chief Financial Officer of WMC or such filing is for notification purposes with respect to custodial or other arrangements not intended as a secured transaction in which case such financing statements must expressly state: "This financing statement is filed for notice purposes only and the filing thereof shall not be deemed to create, or to constitute evidence of, a security interest under the Uniform Commercial Code."
- 4.6. Safe Harbor Discount. Each Party agrees to comply at all times with the regulations issued by the United States Department of Health and Human Services published at 42 C.F.R. Part 1001, and which relate to the Vendor's obligation to report and disclose discounts, rebates, and other reductions to WMC Services purchased under the Agreement. Where a discount or other reduction in price of the Services is applicable, the Vendor agrees to comply with the requirements of 42 U.S.C. § 1320a-7b(b)(3)(a) and the "safe harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. § 1001.952(h). In this regard, the Vendor will satisfy any and all requirements imposed on sellers by the safe harbor and WMC will satisfy any and all requirements imposed on buyers by the safe harbor.
- 4.7. Government Health Program Participation. Each Party represents that it has not been excluded from participating in any "federal health care program," as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that it is eligible to participate in the foregoing programs. If either Party is excluded from participating in, or becomes otherwise ineligible to participate in, any such program during the term of the Agreement, such Party will notify the other Party of that

event within thirty (30) days. Upon occurrence of that event, whether or not such notice is given, either Party may terminate the Agreement effective upon written notice to the other Party.

- 4.8. Debarment. The Vendor represents that (a) it has not been convicted of a criminal offense related to health care; (b) it is not currently listed by a federal agency as debarred or otherwise ineligible for participation in federally funded programs; and (c) it is not currently listed by the State of New York, any political subdivision of the State of New York or any public benefit corporation or public authority as debarred, excluded or otherwise ineligible to contract with such public entity. The Vendor shall promptly notify WMC, in writing, of any change in this representation during the term of the Agreement. Such change in circumstances shall constitute cause for which WMC may terminate the Agreement pursuant to Article III. For purposes of this Section 4.8, the Vendor is defined as the entity entering into the Agreement, and/or its principals, employees, directors and officers and owners, provided, however, that, if the Vendor is publicly traded, the term "Vendor", for the purposes of this Section, shall not include persons owning publicly traded shares of Vendor).
- 4.9. Personal Inducements. The Vendor represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of the Vendor to WMC or the New York Medical College or any physician or physician practice privileged or affiliated with either of them and/or the employees, officers, or directors of any of the foregoing and their immediate family members as an inducement to purchase or to influence the purchase of Services by WMC from the Vendor. In addition to any other remedy to which WMC may be entitled and any other sanction to which a Vendor may be liable for a breach of the foregoing representation and warranty, WMC, at its option, may declare any agreement between the Vendor and WMC null and void.
- 4.10. Compliance with Laws and Regulations. In the performance of their duties and obligations hereunder, each Party warrants that it shall comply with all applicable federal and state laws and regulations, including without limitation the Federal Food, Drug and Cosmetic Act, the Prescription Drug Marketing Act, equal-opportunity laws, and fraud and abuse laws. The Vendor further warrants that all Services purchased pursuant to the Agreement will conform and comply with all applicable provisions of governing laws, ordinances, rules and regulations. The Vendor shall obtain and maintain in full force and effect during the term of the Agreement all licenses, permits, certificates and accreditations as may be required by law or regulation. The Vendor agrees that in the event it receives any written notice of non-compliance with any statute or regulation from any federal or state agency that may materially affect the Vendor's performance hereunder, the Vendor will promptly notify WMC in writing of the receipt of such notice and the nature of such notice.
- 4.11. Access to Books and Records. To the extent required by law, WMC and Vendor agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Vendor further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to the Agreement, the Vendor shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the Agreement and the books, documents and records of the Vendor that are necessary to verify the nature and extent of the costs charged to WMC hereunder. The Vendor further agrees that if Vendor carries out any of the duties of the Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and

documents and records of such organization that are necessary to verify the nature and extent of such costs.

- 4.12. Dispute Resolution. Upon the agreement of both Parties, any dispute as to the performance of a Party's obligations under the Agreement or any related matter may be referred to non-binding mediation by a neutral third party, the rules and procedures of which shall be mutually agreed to by the Parties. Nothing in this paragraph shall be construed to prevent or delay either Party from exercising, at any time, any and all legal rights available to it in a court of competent jurisdiction. No offer, finding, action, inaction or recommendation made or taken in or as a result of mediation shall be considered for any purpose as an admission of a Party, nor shall it be offered or entered into evidence in any legal proceeding.
- 4.13. Governing Law and Venue. The Agreement shall be construed, and its performance enforced, under New York law without regard to conflicts of laws principles. The exclusive venue for the purposes of any action, suit or proceeding related to or arising directly or indirectly out of the Agreement shall be in the New York Supreme Court located in Westchester County, New York or the United States District Court for the Southern District of New York. To the fullest extent permitted by law, each party waives trial by jury in any action, proceeding or counterclaim brought by or on behalf of either Party with respect to any matter relating to the Agreement.
- 4.14. Attorney's Fees. If any action or proceeding is commenced by either Party for the enforcement of or in connection with the Agreement, each Party shall be responsible for its own attorneys' fees, costs, and disbursements incurred in connection with such action.
- 4.15. Limitation of Liability. The liability of the Parties to each other for damages in connection with the Agreement, regardless of the form of action, shall not exceed the actual damages incurred by the Party seeking redress. Neither Party shall be liable to the other for any special, consequential, punitive, or exemplary damages arising from the Agreement, including but not limited to damages for loss of future business and/or lost profits. This provision shall not apply to claims raised by third parties against the Vendor or WMC, or, to claims in which either Party joins the other as a third party defendant.
- 4.16. Insurance. The Vendor will maintain general public liability insurance against any insurable claims as set forth in Schedule B-1 attached hereto.
- 4.17. Indemnity.
- 4.17.1. Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party, and its officers, directors, employees, agents, successors, and assigns for, from and against any claim or action brought against, arising out of the acts or omissions of the indemnifying Party, its employees or agents.
- 4.17.2. Notice. It is a condition to each Party's obligations under this Section 4.17 that the Party seeking indemnification notify the indemnifying Party promptly of the claim, permit the indemnifying Party to control the litigation and settlement of that claim, and cooperate with the indemnifying Party in all matters related thereto, including by making its documents, employees and agents available as reasonably necessary.
- 4.17.3. Consent to Settlement. The indemnifying Party may not settle any claim without the consent of the other Party unless there is no finding or admission that the other Party has violated any law or the rights of any person or entity and the sole relief provided is monetary damages that the indemnifying Party pays in full or injunctive relief enforceable only against the indemnifying Party.

- 4.18. Representative Access. WMC reserves the right to require and Vendor shall upon the request of WMC ensure that any Vendor Representative that will have access to clinical areas of WMC's facility shall undergo a pre-placement assessment of health status to make certain that they are free from health impairment which is of potential risk to patients and personnel as indicated by a recorded medical history, physical examination, immunizations and laboratory testing.
- 4.19. Background Check. Vendor further agrees that all Vendor Representatives assigned to WMC hereunder will be subject to a background check substantially similar to the inquiries made by the WMC with respect to its own employees and that the WMC has the right to deny any Vendor Representative access to its facilities based on the results of such inquiry.
- 4.20. Conflicts of Interest. The Vendor represents, to the best of its knowledge, that no employee, officer, or director of, and no physician or physician practice affiliated with, WMC has a financial interest in the Vendor. The Vendor further agrees that if it discovers or otherwise becomes aware that an employee, officer, or director of, or a physician or physician practice affiliated with, WMC has a financial interest in the Vendor, Vendor shall promptly disclose that financial interest to WMC in writing. To the extent that a financial interest is disclosed by Vendor in accordance with this Section, the Parties agree to make good faith efforts to resolve any conflict of interest, provided however, in the event that such conflict of interest cannot be resolved, WMC, at its option, may declare any agreement between the Vendor and WMC null and void.
- 4.20.1. Financial Interest. For purposes of this Section, the term "financial interest" shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or "in kind" compensation; (b) any gift of more than nominal value; (c) service as an officer or director of Vendor whether or not remuneration is received for such service; or (d) an ownership interest in Vendor, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest for the purposes of this Section.
- 4.21. Survival. All provisions regarding confidentiality, indemnification, warranty, liability and limits on liability shall survive termination of the Agreement.
- 4.22. Force Majeure. Neither Party shall be deemed to be in default of or to have breached any provision of the Agreement as a result of any delay or failure in performance due to reasons beyond such Party's reasonable control. If such a delay occurs, the affected Party may extend the time for performance by a period of time equal to the delay. Notwithstanding the foregoing, if a force majeure event is claimed by either Party and such event continues for more than fifteen (15) business days, either Party shall have the right and option to terminate the Agreement
- 4.23. Entire Agreement. The Agreement shall constitute the entire agreement between the Parties concerning the subject matter of the Agreement and will supersede all prior negotiations and agreements between the Parties concerning the subject matter of the Agreement. The terms of any purchase order, invoice, or similar documents used to implement the Agreement shall be subject to and shall not modify the Agreement.
- 4.24. Amendment. The Agreement may only be amended by written agreement of the Parties.
- 4.25. Assignment. Neither Party may assign any of its rights or obligations under the Agreement, either voluntarily or involuntarily (whether by merger, consolidation, dissolution, operation of law, or otherwise), without the prior written consent of the other Party. Any purported assignment in violation of this section will be void. Any request for consent to an assignment to an affiliate of a Party (i.e. an

entity that controls, is controlled by, or is under common control with a Party) shall not be unreasonably withheld, conditioned, or delayed by the consenting Party.

- 4.26. Relationship of the Parties. For purposes of the Agreement, each Party will be an independent contractor. The Agreement will not create a partnership, association, or other business entity. Neither Party has any authority to act for or to bind the other.
- 4.27. Waiver. No provision of the Agreement may be waived except by a writing signed by the Party against whom the waiver is sought to be enforced. No failure to enforce any provision of the Agreement constitutes a waiver of future enforcement of that provision or of any other provision of the Agreement.
- 4.28. Other Contractual Obligations. Each Party represents that it is not prohibited from entering into, or performing its obligations under, the Agreement by the terms of any other agreement.
- 4.29. Counterparts. The Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by facsimile or PDF transmitted copies of the Amendment and its counterparts including facsimile or PDF signatures of the Parties.

## Attachment B-1

### INSURANCE REQUIREMENTS

1. Prior to providing the Services hereunder, the Vendor shall obtain at its own cost and expense the insurance required herein from a licensed insurance company, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Corporation, which evidence shall be subject to Corporation's approval. The policies or certificates thereof shall provide that Corporation shall receive thirty (30) days' written notice prior to cancellation of or material change in the policy, which notice shall name Vendor, identify this Agreement, and be sent via registered mail, return receipt requested. Failure of the Vendor to obtain and maintain any insurance required hereunder shall not relieve the Vendor from any of its obligations hereunder, including but not limited to indemnification, or from any Vendor liability hereunder. All property losses shall be made payable to, and adjusted with, the Corporation. If claims for which Vendor may be liable are filed against either Party, and if such claims exceed the coverage amounts required herein, Corporation may withhold such excess amount from payment due to Vendor until the Vendor furnishes additional security covering such claims in a form satisfactory to the Corporation.

2. The Vendor shall provide proof of the following coverage:\*

(a) Workers' Compensation. Vendor shall provide to Corporation a certificate form C-105.2 or State Fund Insurance Company form U-26.3 as proof of compliance with the New York State Workers' Compensation Law, and State Workers' Compensation Board form DB-120.1 as proof of compliance with the New York State Disability Benefits Law, provided, however, that if Vendor is self-insured for Worker's Compensation and/or Disability coverage, a New York State Workers' Compensation Board certificate evidencing such fact. Location of operation shall be "All locations in Westchester County, New York."

(b) Employer's liability insurance with a minimum limit of \$1,000,000.

(c) General liability insurance with a minimum limit of liability per occurrence of \$2,000,000 for combined bodily injury and property damage, naming the Westchester County Health Care Corporation as an additional insured. This insurance shall indicate the following coverage on the certificate of insurance:

(i) Premises - Operations.

(ii) Broad Form Contractual.

(iii) Independent Vendor and Sub-Vendor.

(iv) Products and Completed Operations.

(d) Professional liability insurance ("acts and omissions") on an occurrence basis covering the Vendor and its employees and agents, with minimum limits of: \$2,300,000 per occurrence, \$6,900,000 in the aggregate.

(e) Cyber Liability: Privacy and Information Security coverage with limits of at least \$5 million per occurrence. This is to include coverage for intentional or unintentional disclosure of private personal or corporate information. Coverage must also extend to liability for transmittal of a virus or malicious code and denial of access/denial of service. Liability must include the cost of regulatory action defense and fines/penalties, privacy breach notification, credit monitoring, and public relations expenses.

(f) Vehicle liability insurance with a minimum limit of liability per occurrence of \$1,000,000. This insurance shall include coverage for bodily injury and property damage arising out of the use of owned, hired and non-owned vehicles.

(g) Excess Liability/Umbrella Insurance with a minimum limit of liability per occurrence of \$5,000,000 over and above the underlying primary coverage limits stated in Subsections (b), (c), (d), (e), and (f) above with respect to bodily injury or death to any number of persons in any one accident or occurrence. The policy shall be endorsed to name Westchester Medical Center as additional insured, on a non-contributory basis.

3. All policies and certificates of insurance required herein shall provide that:

(a) The insurer, or Vendor if it is self-insured, shall have no right to recovery or subrogation against the Corporation (including its employees and agents), it being the intention of the Parties that the insurance policies shall protect both Parties and be primary coverage for any and all losses covered by the insurance.

(b) The insurer, or Vendor if it is self-insured, shall have no recourse against the Corporation (including its employees or agents) for payment of any premiums or for assessments under the policy.

(c) Vendor assumes responsibility, and is solely at risk for, any and all deductibles.

(d) The clause "other insurance provisions" shall not apply to the Corporation.

**Attachment C**  
**Travel and Expense Policy for Vendors**  
(See Attached)



# **WESTCHESTER MEDICAL CENTER Administrative: Policy & Procedure Manual Code: RI-17 Page 1 of 3 SUBJECT: TRAVEL AND EXPENSE POLICY**

**FOR CONTRACTOR/ CONSULTANTS EFFECTIVE: 8/2005 \_X\_ REVIEWED OR \_\_REVISED:**

**5/2021 Applicable Campus:** \_\_\_ MidHudson X Valhalla **Patient population:** \_\_\_ Neonate \_\_\_

Pediatric \_\_\_ Adult \_\_\_ Behavioral Health X Not applicable **NOTE:** The e-version of this document is the latest and the only acceptable one. If you have a paper version of it, you are responsible to ensure it is identical to the e-version. Printed material is considered to be uncontrolled documentation.

## **PURPOSE**

To provide a mechanism for vendors who do business with Westchester Medical Center (WMC) with to be appropriately reimbursed for travel and expenses as it relates to WMC.

## **SCOPE**

Vendors of Westchester Medical Center .

## **RESPONSIBILITY**

Westchester Medical Center vendors and contractors.

## **POLICY STATEMENT**

It is the policy of WMC to reimburse certain vendors for out-of-pocket expenses related to:

- a. services provided to WMC
- b. expenses while on official WMC business

The obligation of WMC to reimburse such expenses shall be considered by WMC only if:

- a. an executed contract exists between the vendor submitting such expenses and WMC, and such contract references said expenses.
- b. submitted reimbursement claims comply with this policy.

## **AUTHORING DEPARTMENT**

Office of Corporate Compliance

## **PROCEDURE**

- For air travel, reimbursement shall be at coach fare.
- The use of personal vehicles for travels less than sixty (60) miles from the

WMC shall not be reimbursed.

- Lodging costs shall be moderate in nature. (Use Corporate discounts when available)
- WMC shall reimburse for only one (1) rented vehicle, including fuel and toll costs, with the exceptions as noted below. Luxury vehicles are not permitted.
- If four or more individuals from the same concern are providing services, WMC shall reimburse one mid-size vehicle for each group of four (4).
- WMC requires valid receipts for all submitted expenses outside of meals and incidentals.
- All meals and incidentals shall be reimbursed at a flat rate of \$60.00 per day. No receipts are required.

# **WESTCHESTER MEDICAL CENTER Administrative:**

## **Policy & Procedure Manual Code: RI-17 Page 2 of 3 SUBJECT: TRAVEL AND EXPENSE**

**POLICY FOR CONTRACTOR/ CONSULTANTS NOTE:** The e-version of this document is the latest and the only acceptable one. If you have a paper version of it, you are responsible to ensure it is identical to the e-version. Printed material is considered to be uncontrolled documentation.

WMC shall not provide payment for the following;

- Gratuities in excess of twenty per cent (20%).
- Alcohol charges.
- Personal expenses including laundry, dry cleaning, phone expenses, "mini bar" costs, etc.
- Phone expenses, routine office expenses, including, but not limited to, photocopying and document preparation expenses, computer costs or upgrades, postage, fax or courier costs.
- Submitted expenses where the business purpose and the personnel attending are not clearly indicated.
- Expenses related to non-WMC services, including those costs incurred by spouses or traveling companions.
- Any expense submitted without a valid receipt.

In the event of an emergency or the individual cannot reasonably obtain preapproval for travel and related costs, it is expected that all such expenses shall comply with this policy.

WMC reserves the right to reject any submitted expense that it reasonably determines does not comply with this policy.

### **Claims for Reimbursement of Amounts Paid to Third Parties**

If a reimbursement sought is for charges paid to a third party, such claim shall be accompanied by a receipt or other proper evidence sufficient to establish that such amounts have actually been paid and such other evidence to establish the reasonableness and basis for such charges and that such charges comply with this policy. In all cases where such third party payments are subject to any rebate, discount or refund the vendor shall immediately issue a credit advice to WMC against any amounts owed by WMC to the vendor for its proportionate share of such rebate, discount or refund or if no amounts are then due and owing, then, in that event, the vendor shall immediately pay over to WMC the amount of any such rebate, discount or refund. Such rebates, refunds and discounts shall be due to WMC when earned by the vendor. This provision shall not be construed to include frequent flyer miles or other benefits to the extent they are credited for the benefit of individual employees assigned to the engagement by the vendor.

### **Right to Audit**

All agreements which provide for vendors of goods and services and contractors to make a separately stated claim for reimbursement of reasonable out of pocket expenses, expenses incurred in the production of identifiable deliverables or payments to third parties shall also provide that WMC shall have the right, at its own cost and expense, to audit the books and records of such entities which are reasonably pertinent to the amounts claimed by such entity, at any time during the term of the Agreement or for a period of up to twelve (12) months following the expiration or other termination of the agreement.

# **WESTCHESTER MEDICAL CENTER Administrative: Policy & Procedure Manual Code: RI-17 Page 3 of 3 SUBJECT: TRAVEL AND EXPENSE**

**POLICY FOR CONTRACTOR/ CONSULTANTS NOTE:** The e-version of this document is the latest and the only acceptable one. If you have a paper version of it, you are responsible to ensure it is identical to the e-version. Printed material is considered to be uncontrolled documentation.

## **EFFECTIVENESS**

This policy shall be effective immediately and shall remain in effect until rescinded or modified.

**Archival history:** 1/2016, 12/2019,

Reviewed: 5/2021

Revised:

## Attachment D

### Vendor Debarment/Exclusion Questionnaire

1. Are you or your company or any of its employees currently ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs because of being excluded, debarred, suspended or otherwise declared ineligible to participate?

Yes \_\_\_\_\*      No \_\_\_\_

\* **If you answered Yes**, please provide a complete explanation on an attached sheet of paper.

2. Have you or your company or any of its employees been convicted of any of the following offenses: program-related crimes, crime relating to patient abuse, felony conviction relating to health care fraud, or felony conviction relating to controlled substances, but have not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs?

Yes \_\_\_\_\*      No \_\_\_\_

\* **If you answered Yes**, please provide a complete explanation on an attached sheet of paper.

3. If you furnish products/goods/services from other vendors/contractors, do you verify with them at the time of contracting that neither the company nor any of its employees is ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs because of being excluded, debarred, suspended or otherwise declared ineligible to participate?

Yes \_\_\_\_      No \_\_\_\_\*

\* **If you answered No**, and you are awarded this contract, you will be required to undertake this screening for any vendors/contractors that will be providing goods or services pursuant to this contract prior to the effective date of the agreement. Such screening is to be performed utilizing the OIG's List of Excluded Individuals/Entities and the GSA's Excluded Parties Listing System.

4. If you furnish products/goods/services from other vendors/contractors, do you verify with them that neither the company nor any of its employees has been convicted of any of the following offenses: program-related crimes, crimes relating to patient abuse, felony conviction relating to health care fraud, or felony conviction relating to controlled substances, but have not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs?

Yes \_\_\_\_      No \_\_\_\_\*

\* **If you answered No**, and you are awarded this contract, you will be required to undertake this screening for any vendors/contractors that will be providing goods or services pursuant to this

contract prior to the effective date of the agreement. Such screening is to be performed utilizing the OIG's List of excluded Individuals/Entities and the GSA's Excluded Parties Listing System.

**Attachment E**  
**Disclosure of Prior Non-Responsibility Determinations**  
**NEW YORK STATE FINANCE LAW § 139-j AND § 139-k**

As a public benefit corporation, Westchester Medical Center, as operator of Westchester Medical Center, is obligated to obtain specific information regarding prior non-responsibility determinations. In accordance with New York State Finance Law § 139-k, a proposer must be asked to disclose whether it has been subject to a finding of non-responsibility within the previous four (4) years by a Government Entity<sup>1</sup> due to: (a) a violation of New York State Finance Law § 139-j; or (b) the intentional provision of false or incomplete information to a Governmental Entity. This form is to be completed and submitted by the individual or entity seeking to enter into a contract pursuant to this Request for Proposals.

Name of Proposer: \_\_\_\_\_

Proposer Address: \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Person Submitting this Form: \_\_\_\_\_

Date: \_\_\_\_\_

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the contract awarded in connection with this procurement in the previous four (4) years?
- Yes\_\_\_ No\_\_\_

If yes, please answer the following questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?
- Yes\_\_\_ No\_\_\_

\_\_\_\_\_  
<sup>1</sup> “Governmental entity” means: (1) any department, board, bureau, commission, division, office, council, committee or officer of the State of New York, whether permanent or temporary; (2) each house of the state legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) a public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the New York State Legislative Law; or (7) a subsidiary or affiliate of such a public authority.

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

Yes\_\_

No\_\_

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below:

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

Signature: \_\_\_\_\_

**Attachment F**  
**State Finance Law Affirmation**  
**NEW YORK STATE FINANCE LAW § 139-j AND § 139-k**

**The proposer hereby affirms that:**

1. The proposer understands and agrees to comply with the procedures of Westchester Medical Center, as operator of Westchester Medical Center, relating to restricted communications during the procurement process as required by New York State Finance Law §§ 139-j(3) and 139(j)(6)(b); and
2. All information provided to WMC by proposer in response to this RFP, including but not limited to information concerning compliance with New York State Finance Law § 139-j and § 139-k, is complete, true, and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Proposer Name: \_\_\_\_\_

Proposer Address: \_\_\_\_\_

\_\_\_\_\_



## Attachment G

### M/WBE and EEO Compliance Documentation Forms

Name of Proposer: \_\_\_\_\_ RFP #: \_\_\_\_\_

#### A. MINORITY/WOMEN'S BUSINESS QUESTIONS

As part of the WMC's program to encourage the participation of minority/women's business, we request that you answer the questions listed below. If you do not respond, we will assume that you do not wish to be considered as a minority/women's business.

A minority business enterprise is defined as a business of which 51% or more is owned by minorities or, in the case of a publicly owned business, 51% or more of the voting power in shares of the corporation is owned by minorities. Minorities are defined as Blacks, Hispanics, Asians, American Indians, Eskimos and Aleuts.

A women owned business enterprise is defined as a business in which women own at least 51% of the firm, or in the case of a publicly owned business, at least 51% of the stock is owned by citizens or permanent resident aliens who are women.

#### QUESTIONS:

1. Are you a minority owned business: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what is your minority group(s)?

Answer: \_\_\_\_\_

2. Are you a women owned business: Yes \_\_\_\_\_ No \_\_\_\_\_

3. If you answered yes to numbers 1 or 2, what percentage of ownership or voting authority of your business is held by members of a minority group or women?

Answer: \_\_\_\_\_

**4.** Please identify by name, the minority or women owners of your business and ownership percentage of each.

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If you are a certified MBE or WBE, please include a copy of your certification from Empire State Development.