



Kenneth W. Jenkins  
County Executive

August 5, 2025

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act, which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau, to enter into an inter-municipal agreement ("IMA") with the City of Mount Vernon ("Municipality"), acting by and through its Youth Bureau, pursuant to which the Municipality would provide certain youth development services under its Youth Development Program. The IMA would be for a term commencing retroactively on January 1, 2025 and continuing through December 31, 2025, for a total amount not to exceed One Hundred Eighty Thousand Seven Hundred Eighteen Dollars (\$180,718.00), payable quarterly, in accordance with an approved budget, and subject to appropriation.

Under the IMA, the Municipality would continue to provide unique youth development program initiatives and services under the Youth Development Program, which includes (i) the Safe Haven Program, (ii) the Youth Empowerment Program and (iii) the Step Up Program (collectively, the "Programs"). The Programs will serve as youth development and juvenile delinquency prevention programs for approximately 190 at-risk County youth, ages 5-21. The Programs address the core elements of positive youth development through academic enrichment; social, recreational, and violence prevention activities, employment readiness training, and job placement for youth participants during after-school and summer hours. The County has entered into agreements to provide these Programs in the past and they have a proven track record for providing successful positive youth development. The Programs will administer internal controls to collect and analyze qualitative and quantitative outcomes to measure the efficacy of program goals and their ability to increase positive youth development. The Programs' outcomes will be tracked and monitored by evaluation of the Programs' data, monthly, quarterly, and annual reports submitted to the Westchester County Youth Bureau, and through site visits by the Westchester County Youth Bureau Program monitors. The Programs anticipate outcomes of positive skills attainment, social competencies and an increased measure of positive youth development across all measurable areas.

I have been advised that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to section 3(a)(xviii) thereof, which exempts agreements for youth service and recreation projects.

Based on the importance of these Programs to the County, your favorable action on the proposed Act is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read 'KJ', with a long, sweeping horizontal line extending to the right.

Kenneth W. Jenkins  
County Executive

KJ/JMQ/mcz

**HONORABLE BOARD OF LEGISLATORS  
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Youth Bureau, to enter into an inter-municipal agreement (the “IMA”) with the City of Mount Vernon (the “Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality would provide certain youth development services under its Youth Development Program. The IMA will be for a term commencing retroactively on January 1, 2025 and continuing through December 31, 2025, for an amount not to exceed One Hundred Eighty Thousand Seven Hundred Eighteen Dollars (\$180,718.00), payable quarterly, in accordance with an approved budget, and subject to appropriation.

Under the IMA, the Municipality would continue to provide unique youth development program initiatives and services under the Youth Development Program, which includes (i) the Safe Haven Program, (ii) the Youth Empowerment Program and (iii) the Step Up Program (collectively, the “Programs”).

The Programs will serve as youth development and juvenile delinquency prevention programs for approximately 190 at-risk County youth, ages 5-21. The Programs address the core elements of positive youth development through academic enrichment; social, recreational, and violence prevention activities, employment readiness training, and job placement for youth participants during after-school and summer hours. The County has entered into agreements to provide these Programs in the past and they have a proven track record of providing successful positive youth development. The Programs will administer internal controls to collect and analyze qualitative and quantitative outcomes to measure the efficacy of program goals and their ability to increase positive youth development. The Programs’ outcomes will be tracked and monitored by evaluation of the Programs’ data, monthly, quarterly, and annual reports submitted to the Westchester County Youth Bureau, and through site visits by the Westchester County Youth

Bureau Program monitors. The Programs anticipate outcomes of positive skills attainment, social competencies and an increased measure of positive youth development across all measurable areas.

Your Committee has been advised that the proposed IMA does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of your Honorable Board.

Your Committee has been advised that the IMA is exempt from the Westchester County Procurement Policy and Procedures pursuant to section 3(a)(xviii) thereof, which exempts agreements for youth service and recreation projects.

It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act. Accordingly, your Committee recommends the annexed proposed Act for adoption.

Dated: \_\_\_\_\_, 2025  
White Plains, New York

#### **COMMITTEE ON**

C: MCZ 7.23.25



**ACT NO. \_\_\_\_\_ - 2025**

**AN ACT** authorizing the County of Westchester to enter into an inter-municipal agreement with the City of Mount Vernon pursuant to which the City of Mount Vernon will provide certain youth development services under its Youth Development Program, for the period commencing retroactively on January 1, 2025 and continuing through December 31, 2025, for a total amount not to exceed One Hundred Eighty Thousand Seven Hundred Eighteen Dollars (\$180,718.00).

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

**SECTION 1.** The County of Westchester (the “County”), acting by and through its Youth Bureau, is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the City of Mount Vernon (the “Municipality”), acting by and through its Youth Bureau, pursuant to which the Municipality will provide youth development services under the Youth Development Program, including (i) the Safe Haven Program, (ii) the Youth Empowerment Program, and (iii) the Step Up Program (collectively, the “Programs”) for a term commencing retroactively on January 1, 2025 and continuing through December 31, 2025.

**§2.** In consideration for services rendered, the County will pay the Municipality in an amount not to exceed One Hundred Eighty Thousand Seven Hundred Eighteen Dollars (\$180,718.00), payable in accordance with an approved budget, and subject to appropriation.

**§3.** The County Executive or his duly authorized designee is hereby authorized and empowered to execute any and all documents appropriate and necessary to effectuate the purposes hereof.

**§4.** This Act shall take effect immediately.

# FISCAL IMPACT STATEMENT

SUBJECT: Mt. Vernon Youth Program

☐ NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) ☒ GENERAL FUND ☐ AIRPORT ☐ SPECIAL REVENUE FUND (Districts)

### B) EXPENSES AND REVENUES

Total Current Year Cost \$ 180,718.00

Total Current Year Revenue \$ \_\_\_\_\_

Source of Funds (check one): ☐ Current Appropriations

☐ Transfer of Existing Appropriations ☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: 101-52-2508-5100

Potential Related Operating Budget Expenses: Annual Amount \$ 180,718.00

Describe: Contract with the City of Mount Vernon, pursuant to which the City, acting by and through its Youth Bureau, would provide its Youth Empowerment Program, Safe Haven Program, Step Up Program and Youth Empowerment Program, for the period from Jan 1, 2025 through December 31, 2025.

Potential Related Revenues: Annual Amount \$ \_\_\_\_\_

Describe: \_\_\_\_\_

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

Current Year: \_\_\_\_\_

Next Four years: \_\_\_\_\_

Prepared by: Gregg Peterson

Title: Financial Coordinator

Department: CEO/Youth Bureau

Reviewed By: Chuburn + Rangel

Budget Director

7/31/25

If you need more space, please attach additional sheets.

**INTERMUNICIPAL AGREEMENT**

**THIS INTER MUNICIPAL AGREEMENT** ("Agreement"), made \_\_\_\_\_, 2025, by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, (hereinafter referred to as the "County")

and

**THE CITY OF MOUNT VERNON**, a municipal corporation of the State of New York, having an office and place of business at One Roosevelt Square, Mount Vernon, New York 10550 (hereinafter referred to as the "Municipality").

**WITNESSETH:**

**WHEREAS**, the County, acting by and through its Youth Bureau, desires that the Municipality, acting by and through its Youth Bureau, provide certain youth development services under the Youth Development Program; and

**WHEREAS**, the Municipality is willing to provide such services, upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

**FIRST:** The Municipality shall provide one or more youth development program(s), as more fully described in Schedule "A," which is attached hereto and made a part hereof (the "Work"). The Work shall be carried out by the Municipality in accordance with current industry standards and trade practices.

**SECOND:** The term of this Agreement shall commence retroactively on January 1, 2025 and shall continue through December 31, 2025, unless terminated earlier pursuant to the provisions of this Agreement. The term of this Agreement may only be extended by the Westchester County Youth Bureau Executive Director in writing, and after receipt of all applicable legal approvals.

The Municipality shall report to the County on its progress toward completing the Work, as the Westchester County Youth Bureau Executive Director or his/her duly authorized designee (the "Director") may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

**THIRD:** For the Work to be performed pursuant to Paragraph "FIRST", the Municipality shall be paid an amount not exceed One Hundred Eighty Thousand Seven Hundred Eighteen Dollars (\$180,718.00), payable quarterly, pursuant to the approved budget attached hereto and made a part hereof as Schedule "B" (the "Budget"). Funds for this Work shall be divided amongst the following youth programs: The Safe Haven Program, for a not to exceed amount of Ninety-Four Thousand Nine Hundred Thirty-Five Dollars (\$94,935.00); the Step Up Program for a not to exceed amount of Forty Thousand Dollars (\$40,000.00); and the Youth Empowerment Program for a not to exceed amount of Forty-Five Thousand Seven Hundred Eighty-Three Dollars (\$45,783.00) payable in accordance with the Budget.

Payment under this Agreement shall be made after submission by the Municipality of an invoice, which shall be uniquely numbered, and paid only after approval of the invoice by the Director.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder. In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the Director.

**FOURTH:** The Municipality shall provide the County with a report to be submitted within thirty (30) days of execution of this Agreement and periodically thereafter, as requested by the County, which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

Prior to the making of any payments hereunder, the County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate

with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement.

In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Municipality under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

Schedule "K" is a form entitled, "Westchester County Youth Bureau Corrective Action Request". This is a sample form that the Municipality can expect to receive if one or more areas where corrective action is required have been identified.

**FIFTH:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts

of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

**SIXTH:** (a) The County reserves the right to cancel this Agreement on ten (10) days' prior written notice to the Municipality when it deems it to be in its best interests to do so. In such event, the Municipality agrees to:

(i) Account for and refund to the County, within thirty (30) days, any unexpended funds which have been paid to the Municipality pursuant to its Agreement with the County which are in excess of unreimbursed expenses incurred prior to the notice of termination;

(ii) Stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director; and

(iii) Submit within thirty (30) days of termination, a full report of receipts and expenditures of funds and Work activities, accomplishments and obstacles encountered relating to this Agreement.

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach either, (i) remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, or (ii) is not capable of being cured, the County,



in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

**SEVENTH:** The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C," the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents and its elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality;

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

Notwithstanding the requirements set forth in the above and as set forth in Schedule "C", the Municipality may act as a self-insurer for the general liability insurance in lieu of procuring from an insurance company the insurance required by the terms of this Agreement and heretofore described. The Municipality hereby agrees that it will provide the exact same insurance coverage and protection for the benefit of the County and any other covered entity herein, in the same amount and under the same terms set forth in the paragraph above and as set forth in Schedule "C", as it would provide the County if the

Municipality were to purchase commercial insurance. The Municipality further agrees that its decision to self-insure shall in no way limit the defenses or indemnification available to the County.

**EIGHTH:** The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

**NINTH:** The Municipality shall obey, perform and comply, at its own expense, with the provisions of all federal, state and local laws, rules, regulations, orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter enacted or promulgated ("Laws") applicable to this Agreement or the Work to be performed under this Agreement. Without limiting the generality of the foregoing, the Municipality further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor and all Laws and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

It is the intent and understanding of the County and Municipality that each and every provision required by law, contract, or other proper authority to be included in this agreement shall, for all intents and purposes, be considered and deemed included herein. The Municipality understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Municipality hereby consents to amending this agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

**TENTH:** The Municipality represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Municipality independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.



**ELEVENTH:** All records or recorded data of any kind compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Director. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Municipality are to be considered “works made for hire.” If any of the deliverables do not qualify as “works made for hire,” the Municipality hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Municipality agrees to assist the County, if required, in perfecting these rights. The Municipality shall provide the County with at least one copy of each deliverable.

The Municipality agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Municipality agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

**TWELFTH:** The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the express written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor’s duty to comply with the material terms and conditions of this

Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

**THIRTEENTH:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

**FOURTEENTH:** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:           Executive Director – Youth Bureau  
                                  112 E. Post Road, 3<sup>rd</sup> floor  
                                  White Plains, New York 10601

with a copy to:          County Attorney  
                                  Michaelian Office Building, Room 600  
                                  148 Martine Avenue  
                                  White Plains, New York 10601

to the Municipality:    City of Mount Vernon  
                                  One Roosevelt Square  
                                  Mount Vernon, NY 10550

or to such other addresses as may be specified by the parties hereto in writing.

**FIFTEENTH:** The Municipality agrees to maintain complete confidentiality of all information concerning youth and their families it may obtain during the course of performing the Work under this Agreement. The Municipality will not release any such information, including names and addresses, to any entity without prior written permission from the County.

**SIXTEENTH:** This Agreement and its attachments constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

**SEVENTEENTH:** Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

**EIGHTEENTH:** Attached hereto and forming parts hereof are the schedules listed below. Simultaneous with its execution of this Agreement, the Municipality shall provide the County with a completed copy of each schedule. The Municipality agrees that the terms of each of these schedules has been accepted and agreed-to by the Municipality by virtue of its execution of this Agreement, and the Municipality represents and warrants that it has completed each of these schedules accurately and completely.

- 1.) Schedule "D" — "Business Enterprises Owned and Controlled by Women or Persons of Color"

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business

enterprises owned and controlled by women or persons of color in contracts and projects funded by all departments of the County.

2.) Schedule "E" — "Required Disclosure of Relationships to County"

In the event that any information provided in Schedule "E" must be changed during the term of this Agreement, the Municipality agrees to notify the County in writing within ten (10) business days and provide an updated version of the schedule. The Municipality shall also have each approved subcontractor complete a separate Schedule "E" and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Municipality within ten (10) business days of such event and such information shall be forwarded by the Municipality to the County in the manner described above.

3.) Schedule "F" — "Criminal Background Disclosure"

This schedule is required pursuant to Executive Order No. 1-2008.

4.) Schedule "G" — "Certification Regarding Business Dealings with Northern Ireland"

Pursuant to Section 310.01 of the Laws of Westchester County, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form contained in Schedule "G".

5.) Schedule "H" — "Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans"

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. This schedule is required as part of the County's program to encourage the

participation of such business enterprises in County contracts, and in furtherance of Article 3 of the New York State Veterans' Service Law.

6.) Schedule "I" — "Vendor Direct Program - Electronic Funds Transfer"

All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct Program. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Municipality understands that it must contact the County's Finance Department.)

If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County's Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

7.) Schedule "J" – "HIPAA Business Associate Terms"

The Municipality shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and shall advise its employees who are engaged in any activity relating to this Agreement of their obligation to fully comply with HIPAA and its implementing regulations. The Municipality shall ensure that any Protected Health Information accessed, used, or disclosed in the course of providing Work under this Agreement is handled in accordance with HIPAA standards and shall implement appropriate safeguards to protect such information.

The Municipality understands and acknowledges that the County currently maintains a Vendor Portal at <http://www.westchestergov.com/vendorportal> that includes a Document Repository (the "Repository") into which the Municipality may upload a scanned image of one or more of the schedules and/or supporting documents that the Municipality is required to provide to the County for this Agreement

(the "Required Documents"), including each of the schedules listed above. The Municipality further understands and acknowledges that if the Municipality chooses to use the Repository to provide to the County one or more of the Required Documents (each document so provided, a "Repository Document"), the following terms apply:

a.) The Municipality is using the Repository voluntarily, as required by New York State Technology Law Sections 305 and 309;

b.) The Municipality represents and warrants that any and all information in each Repository Document is complete and accurate in all respects;

c.) In the event that any information in a Repository Document for this Agreement must be changed, the Municipality shall upload an updated version of such document within ten (10) business days of the need for such change arising, and provide notice to the County that the updated version was required and has been uploaded;

d.) Notwithstanding any other provision of this Agreement, the Municipality must, at a minimum, update each Repository Document annually; and

e.) In order for a given Repository Document to be used for this Agreement, it must be dated less than one (1) year before the execution of this Agreement.

**NINETEENTH:** The Municipality and the County agree that the Municipality and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Municipality covenants and agrees that neither the Municipality nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

**TWENTIETH:** The Municipality shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Municipality shall also use all reasonable means to avoid any appearance of impropriety.

**TWENTY-FIRST:** The Municipality represents and warrants that it has not employed or retained any person other than a bona fide full-time salaried employee working solely for the Municipality to solicit or secure a contract with the County of Westchester for the goods or services specified herein, and that it

has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Municipality) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of such contract provided, however, the Municipality may alternatively certify that such fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of such contract, is part of the standard method of compensation for the employee.

**TWENTY-SECOND:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

**TWENTY-THIRD:** This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



**IN WITNESS WHEREOF**, the County and the Municipality have caused this Agreement to be executed:

**COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Name: Kenneth W. Jenkins  
Title: Acting County Executive

**CITY OF MOUNT VERNON**

By: \_\_\_\_\_  
Name:  
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2025-XX on the XX<sup>th</sup> day of XX, 2025.

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester  
CON#138477

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**ACKNOWLEDGMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**  
**(CORPORATION)**

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_  
(Name of Corporation)

a corporation duly organized and in good standing under the \_\_\_\_\_ (Law under  
which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that

\_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the \_\_\_\_\_  
(Name of Corporation)

was, at the time of execution

\_\_\_\_\_  
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by  
authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and  
effect at the date hereof.

\_\_\_\_\_  
(Signature)

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025 before me, the undersigned, a Notary Public  
in and for said State, \_\_\_\_\_ personally appeared, personally known to  
me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed  
the above certificate, who being by me duly sworn did depose and say that he/she resides at  
\_\_\_\_\_, and he/she is an officer of said  
corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and  
that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public

Date

**SCHEDULE "A"**  
**SCOPE OF WORK**

<b>Implementing Agency:</b> Mount Vernon Youth Bureau	<b>Program Title:</b> SAFE HAVEN after-school, Summer & STEAM
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<b>FUND AMOUNTS:</b>		
Total Program Amount: 94,935	Funds Requested: 94,935	Cost Per Youth: \$988

<b>AUTHORIZED VOUCHER SIGNED:</b>			
1.	Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director
2.	Last Name: Rodriguez	First Name: Glen	Title: Financial Supervisor

<b>AGENCY / MUNICIPALITY INFORMATION:</b>			
Implementing Agency is: (check box)		Not For Profit <input type="checkbox"/>	Public <input checked="" type="checkbox"/>
Federal ID Number: 13-6007305			
Agency Website: <a href="http://www.cmyny.com">www.cmyny.com</a>		Implementing Agency/Municipality: 3 <sup>rd</sup> Floor	
Mailing Street Address: One Roosevelt Square			
Suite/Floor/Room # / P.O. Box:	City: Mt. Vernon	State: NY	Zip Code: 10550

<b>AGENCY / MUNICIPALITY EXECUTIVE DIRECTOR :</b>			
Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director	
Phone Number: 914-665-2347	Extension:	Fax: 914-665-1373	Email: <a href="mailto:Dburrell@mountvernonny.org">Dburrell@mountvernonny.org</a>

<b>PROGRAM CONTACT PERSON:</b>			
Last Name: Neerajan	First Name: VJay	Title: Program Director	
Phone Number: 914-665-7495	Extension:	Fax: 914-665-1373	Email: <a href="mailto:vneerajan@mountvernonny.org">vneerajan@mountvernonny.org</a>

<b>PERIOD OF ACTUAL PROGRAM OPERATION :</b>			
HOURS OF OPERATION: 3:30pm – 5:30pm	Days of operation: Mon.- Fri.	From: Jan 1, 2025	To: Dec. 31, 2025
Other <input checked="" type="checkbox"/> explain: Saturday STEAM 10am -2pm Saturdays & Summer Camp 9am – 3pm (8-weeks) Monday – Friday			

<b>PROJECTED TOTAL PROGRAM ENROLLMENT</b>	<b>96</b>
<p><b>PROGRAM SUMMARY:</b> The <u>Safe Haven After-School Drop In Program</u> provides academic support service in ELA, Science, Social Studies, &amp; Math at Grimes and Cecil H. Parker Schools in an effort to close the learning gap, which has increased since the pandemic. The objective of the program is as follows: Students will meet or exceed high standards for academic performance and demonstrate knowledge and skills required for lifelong learning and self-sufficiency in a dynamic world. The Mount Vernon Youth Bureau has provided a safe and nurturing environment for youth ages 7-12 through the Safe Haven after-school program for over twenty (24) years. Free homework assistance and enrichment activities allow for children within low-income families to experience positive youth development opportunities that would otherwise not be available.</p> <p>Participants in the <u>Safe Haven Summer Program</u> will have a safe and exciting place to spend their time during the summer break from various schools; five days a week from 9:00am – 3:00pm. Participants are afforded the opportunity to experience field trips as well as STEAM activities, health and wellness projects which include physical fitness, cooking classes, music, arts and crafts. The Safe Haven Program also provided youth who have been served previously through the program with opportunities to work as Counselors In Training (CITs) and/or Tutors.</p> <p><u>Safe Haven Saturday STEAM Academy</u> was created to provide academic enrichment programming for students' grades 2<sup>nd</sup> -6<sup>th</sup> during the winter months on Saturdays. The Saturday STEAM Academy encourages academic and career exploration in the fields of Science, Technology, Engineering, Art and Math. To support the New York State Education Department's Regents Reform Agenda and Common Core State Standards, the Mount Vernon Youth Bureau will collaborate with parochial, public, and charter schools to provide a combination of traditional and non-traditional strategies to attract students who are disengaged from math and science. Program activities include science experiments, field trips, and STEAM projects. The program operates out of the Mount Vernon Public Library in person; however, the Youth Bureau will revert to virtual program should another pandemic arises.</p>	

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Parker	461 S. 6 <sup>th</sup> Avenue	89	36		
Grimes	58 S. 10 <sup>th</sup> Avenue	89	36		
MVPL	28 S. 1 <sup>st</sup> Avenue	89	36		

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

<b>GENDER OF PROGRAM PARTICIPANTS</b> (enter number of participants per gender)	<b># Male 46</b>	<b># Female 50</b>
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ETHNICITY (Enter number of participants per ethnic group)			
White	Black or African American 66	Two or more races 15	Hispanic or Latino 15
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

<b>IS TARGET POPULATION SERVING DISCONNECTED YOUTH?</b> (check no or yes)	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
<b>Ages:</b> (enter # of participants in population described)	0-6 10	7-9 46
	10-13 50	14-17
	18-20	21+

If "Yes," indicate number of youth:	Youth aging out of foster care: 5	Children of incarcerated parents: 3
Youth in the juvenile justice system who re-enter the community		Runaway and homeless youth

PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING 8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS:

(These eight features of effective youth development settings serve as quality standards for youth programs)

**1. Physical & Psychological Safety:** Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

The Safe Haven program will operate within facilities that maintain the appropriate insurances and clearances from the NYS OCFS and OSHA. The program staff will ensure that first aid kits, emergency phone numbers and exit signs are accessible to participants. Staff will receive training on safety policies and operating procedures annually. Registration forms, attendance logs, and accident/ incident report forms will be maintained on site. Program supplies and materials will remain guarded, with limited access to participants and transitional staff. Staff will develop relationships with participants, security officers and parents to support a physically and psychologically safe environment for all participants. Staff will monitor peer to peer interaction and intervene immediately if or when a verbal or physical confrontation begins. There is a zero-tolerance policy regarding violence.

**2. Appropriate Structure:** Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age-appropriate monitoring.

Program staff will ensure appropriate boundaries and expectations for participants by conducting an orientation for participants and parents. During orientation, staff will communicate the objectives and expectations of the program, as well as the contact information for staff. Participants and parents will be asked to sign a written agreement which will confirm the participants willingness' to adhere to the program's rules and procedures. Program offerings and activities will be age and developmentally appropriate. Staff will maintain the onus of contacting parents in the event that a participant is non-compliant and/ or needs additional support.

**3. Supportive Relationship:** Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Program staff will be qualified, responsible adult role models (18 yrs or older) who are familiar with the internal functions of the schools and the youth development framework. Staff will ensure that youth and families are connected to community support services and will be able to address school, youth and family concerns on an ongoing basis.

**4. Opportunities to Belong:** Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

Given the 98 nationalities present within the city of Mount Vernon, outreach to students from diverse backgrounds will be conducted on a ongoing basis. Program offerings and activities will be relevant, age and culturally appropriate.



**5. Positive Social Norms:** Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

The Mount Vernon Youth Bureau will employ staff who are familiar with the elementary, middle and high school population and the structure of the Mount Vernon City School District. Staff will ensure appropriate boundaries and expectations for youth and community. Staff will model appropriate pro-social behavior and interaction. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms.

**6. Support for Efficacy & Mattering:** Youth-based; empowerment practices that support autonomy; making a real difference in one's community and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Staff will provide support and encouragement to young people engaged in various program activities. Staff will encourage leadership and community involvement by providing community service opportunities through our Volunteers Inspiring Change Through Opportunities Reaching Youth (V.I.C.T.O.R.Y) Program. Youth will plan and implement community projects which will lead to efficacy.

**7. Opportunities for Skill Building:** Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

Staff will provide guidance and instruction to young people engaged in various program activities, leading to increased decision-making and resistance skills. Staff will implement the youth development model, focusing on asset building.

**8. Integration of Family, School, & Community Efforts:** Concordance; coordination and synergy among family, school, and community.

Staff will interact with school, youth and families as needed to address concerns and will provide feedback to school and families as requested. The Mount Vernon Communities That Cares coalition (MVCTC) is under the auspices of the Mount Vernon Youth Bureau which is modeled from the Communities That Cares model and aims to reduce risk factors and increases protective factors. Staff will attend monthly MVCTC meetings as well as other community network meetings to ensure that information pertaining to the Safe Haven Program is shared and resources are coordinated. Families, community members, government officials and the media will be invited to participate in program events.

### **Monitoring and Evaluation Methods**

**9. Monitoring Methods:** Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

All programs will be monitored through weekly and monthly meetings, reports and site visits conducted by the Executive Director and/ or Deputy Director. Program staff will receive training annually on NYS OCFS regulations, policies, and/or State and Local Laws pertaining to safety. Members of the Youth Board will monitor program sites on a semi-annual basis to ensure that safety requirements and OCFS guidelines are adhered to by program staff.

**10. Evaluation Methods:** Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

A work plans indicating goals, objectives, services (specific activities), outcomes, time frame and evaluation process will be developed by the Program Director during the first month of the program and updated monthly. The work plan will be reviewed and monitored by the Executive and/ or Deputy Director. Monthly reports and site visits will be conducted by staff and monitored by the Executive Director and/ or Deputy Director. Progress on outcomes will be evidenced by attendance and activity sign in sheets as well as youth and parent satisfaction surveys. Quantitative and qualitative data on academic performance and social/ emotional behavior will be compiled during the enrollment process and monitored on a quarterly basis. Attainment of specific skill sets will be evidenced by certificates of completion and written materials, thank you letters, and projects. Annual reports will reflect the evaluation of the program.

**TOUCHSTONES  
FORM 5003  
(ADAPTED FROM OCFS)  
INDIVIDUAL PROGRAM APPLICATION**  
Program Summary-Program Components

*Refer to Touchstones Coding Document to complete.  
Choose 1 code for each category listed below.*

**IMPLEMENTING CONTRACTOR:**  
Mount Vernon Youth Bureau

**PROGRAM TITLE:**  
Safe Haven Summer, After School, &  
STEAM

<b>LIFE AREA:</b> (Enter Code & Description)	3ED: EDUCATION
<b>GOAL:</b> (Enter Code & Description)	311. Children will leave school prepared to live, learn, and work in a community as contributing members of society.
<b>OBJECTIVE:</b> (Enter Code & Description)	311. Students will meet and exceed high standards for academic performance and demonstrate knowledge and skills required for lifelong learning and self-sufficiency in a dynamic world.
<b>SOS:</b> (Enter Code & Description)	0311 – Academic Support Services: Programs or services which provide resources to support a youth's optimal academic performance.
<b>HOW MUCH:</b> (Enter Code & Description)	96
<b>HOW WELL:</b> (Enter Code & Description)	0311B.1 100% of program staff currently trained in a feature of Positive Youth Development
<b>BETTER OFF:</b> (Enter Code & Description)	0311C.1 85% of the youth will improve their academic performance.

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages. Please provide the best estimate in the spaces provided below.

<b>PARTICIPANT GENDER:</b>	MALE 48 FEMALE 50 TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC/NON-BINARY _____ CHOSE NOT TO ANSWER _____
<b>ETHNICITY:</b> (Enter number of participants per ethnic group)	WHITE _____ BLACK OR AFRICAN AMERICAN 86 HISPANIC OR LATINO 15 AMERICAN INDIAN OR ALASKAN NATIVE _____ ASIAN _____ NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES 15 OTHER/NOT LISTED _____
<b>AGES:</b>	0-4 _____ 5-9 46 10-14 50 15-17 _____ 18-20 _____ 21+ _____
<b>IS TARGET POPULATION SERVING DISCONNECTED YOUTH?</b>	
IF "YES," PLEASE DESCRIBE: _____ <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	



**ACTIVITY PLAN 2025**

Use the table below to offer details on the proposed program activities. Activities should reflect the Services, Opportunities and Supports selected from the Touchstones Coding Document. Provide quarterly projections of the accomplishments to be achieved for the main functions. Please note that although the Activity Plan will not be scored, failure to complete this plan will result in disqualification.

<b>Activities</b> <i>List main activities separately -up to 4.</i>	<b>Timeline</b> <i>When will activity be offered?</i>	<b>Youth Served</b> <i>Approx. how many youths will be served?</i>	<b>Resources Needed</b> <i>What is needed to ensure delivery?</i>	<b>Staff</b> <i>List staff responsible for each activity.</i>	<b>Intended Results</b> <i>How will activity benefit participants?</i>
Saturday STEAM	During the school year, Saturdays, and Summer	60 for Afterschool. 70 for summer program and 30 for Saturday STEAM	Qualified staff, survey data, quality assessment tools.	Program Director, Qualified Teachers and TAs and Vendors	These activities will spark curiosity and expose youth to career options.
Fitness/Swimming/Cooking	During the school year, Saturdays and during the summer	60 Afterschool. 70 for the summer program. 30 for Saturday STEAM. 6-CITs	Qualified Staff, Survey data, quality assessment tools.	Program Director, Qualified Teachers and TAs and Vendors	Participants will become aware of the importance of exercise and good eating habits.
Trips	During the Saturdays and Summer	60 for after-school. 70 for summer camp. 30 for Saturday STEAM  6-CITs	Qualified Staff, Survey data, Quality Assessment tool	Program Director, Qualified Teachers and TAs and Vendors	Exposure to new and exciting places which adds to youth enrichment
Academic Assistance	During the school year, Saturdays, and Summer	60 for after school. 70 for summer camp. 30 for Saturday STEAM.  6-CITs	Qualified staff, survey data, quality assessment tools.	Program Director, Qualified Teachers and TAs and Vendors	Assistance will help improve grades.

**PROGRAM LOGISTICS SUMMARY (4 site maximum)**

<b>Implementing Contractor:</b> Mount Vernon Youth Bureau	<b>Program Title:</b> Safe Haven Summer, STEAM & AS
<b>Site 1: Facility Name:</b> <u>Cecil H. Parker School</u> <b>Address:</b> <u>461 So. 6<sup>th</sup> Ave, Mount Vernon, NY 10550</u> <b>Program Offering/Component Name:</b> <u>After-School Program</u> <b>Operation Period:</b> <u>01/02/2025 to 12/20/2025</u> <b>Comments:</b> <u>Yearly</u> <b>HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE:</b> <u>Days the MVCSD is closed</u> <b>Days of Operation:</b> <input checked="" type="checkbox"/> M <input checked="" type="checkbox"/> T <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> Th <input checked="" type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su <b>Times:</b> <u>3:00pm to 5:00pm</u> <b>Summer Schedule:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su <b>Times:</b> _____ to _____ <b>Total Number of Youth:</b> <u>30</u> <b>AGE RANGE:</b> <u>6 to 12</u> <b>Average Attendance:</b> <u>26</u> <b>Total Number of Adult Participants (21+)</b> _____	
<b>Site 2: Facility Name:</b> <u>Grimes School</u> <b>Address:</b> <u>58 South 10<sup>th</sup> Ave, Mount Vernon, NY 10550</u> <b>Program Offering/Component Name:</b> <u>After-School Program</u> <b>Operation Period:</b> <u>01/02/2025 to 12/20/2025</u> <b>Comments:</b> <u>Yearly</u> <b>HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE:</b> <u>Days the MVCSD is closed</u> <b>Days of Operation:</b> <input checked="" type="checkbox"/> M <input checked="" type="checkbox"/> T <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> Th <input checked="" type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su <b>Times:</b> <u>3:00pm to 5:00pm</u> <b>Summer Schedule:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su <b>Times:</b> _____ to _____ <b>Total Number of Youth:</b> <u>30</u> <b>AGE RANGE:</b> <u>6 to 12</u> <b>Average Attendance:</b> <u>24</u> <b>Total Number of Adult Participants (21+)</b> _____	
<b>Site 3: Facility Name:</b> <u>Medical Arts Building</u> <b>Address:</b> <u>150 Stevens Avenue, Mount Vernon, NY 10550</u> <b>Program Offering/Component Name:</b> <u>Saturday STEAM</u> <b>Operation Period:</b> <u>10/04/2025 to 11/22/2025</u> <b>Comments:</b> <u>Yearly</u> <b>HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE:</b> <u>Federal Holidays and Inclement Weather</u> <b>Days of Operation:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input checked="" type="checkbox"/> Sa <input type="checkbox"/> Su <b>Times:</b> <u>10:00 am to 2:00 pm</u> <b>Summer Schedule:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su <b>Times:</b> _____ to _____ <b>Total Number of Youth:</b> <u>25</u> <b>AGE RANGE:</b> <u>6 to 12</u> <b>Average Attendance:</b> <u>20</u> <b>Total Number of Adult Participants (21+)</b> _____	
<b>Site 4: Facility Name:</b> <u>MVHS</u> <b>Address:</b> <u>100 California Rd. Mount Vernon, NY 10552</u> <b>Program Offering/Component Name:</b> <u>Summer Programming</u> <b>Operation Period:</b> <u>07/01/2024 to 8/16/2024</u> <b>Comments:</b> <u>Seasonal</u> <b>HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE:</b> <u>Federal Holidays and Inclement Weather</u> <b>Days of Operation:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su <b>Times:</b> _____ <b>Summer Schedule:</b> <input checked="" type="checkbox"/> M <input checked="" type="checkbox"/> T <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> Th <input checked="" type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su <b>Times:</b> <u>9:00am to 3:00pm</u> <b>Total Number of Youth:</b> <u>70</u> <b>AGE RANGE:</b> <u>6 to 12</u> <b>Average Attendance:</b> <u>68</u> <b>Total Number of Adult Participants (21+)</b> _____	

<b>Implementing Agency:</b> Mount Vernon Youth Bureau	<b>Program Title:</b> STEP UP
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<b>FUND AMOUNTS:</b>		
Total Program Amount: \$40,000	Funds Requested: \$40,000	Cost Per Youth: \$ \$815

<b>AUTHORIZED VOUCHER SIGNEES:</b>			
1.	Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director
2.	Last Name: Rodriguez	First Name: Glen	Title: Financial Supervisor

<b>AGENCY / MUNICIPALITY INFORMATION:</b>			
Implementing Agency is: (check box)		Not For Profit <input type="checkbox"/>	Public <input checked="" type="checkbox"/>
Federal ID Number: 13-8007305			
Agency Website: <a href="http://www.cmvny.com">www.cmvny.com</a>		Implementing Agency/Municipality: 3 <sup>rd</sup> Floor	
Mailing Street Address: One Roosevelt Square			
Suite/Floor/Room # / P.O. Box:	City: Mt. Vernon	State: NY	Zip Code: 10550

<b>AGENCY / MUNICIPALITY EXECUTIVE DIRECTOR :</b>			
Last Name: Burrell-Butler	First Name: Debbie		Title: Executive Director
Phone Number: 914-665-2347	Extension:	Fax: 914-665-1373	Email: <a href="mailto:Dburrell@mountvernonny.gov">Dburrell@mountvernonny.gov</a>

<b>PROGRAM CONTACT PERSON:</b>			
Last Name: Woodbury	First Name: Wayne		Title: Program Director
Phone Number: 914-840-4009	Extension:	Fax: 914-665-1373	Email: <a href="mailto:Wwoodbury@mountvernonny.gov">Wwoodbury@mountvernonny.gov</a>

<b>PERIOD OF ACTUAL PROGRAM OPERATION :</b>			
HOURS OF OPERATION: 8:30 am – 5:30 pm	Days of operation: Mon.- Fri.	From: Jan. 1, 2025	To: Dec. 31, 2025
Other <input checked="" type="checkbox"/> explain: Step Up Summer Academy (SUSA) (9am – 2pm); (6-weeks); (Monday – Friday); (July 7 <sup>th</sup> thru August 15 <sup>th</sup> )			

**PROJECTED TOTAL PROGRAM ENROLLMENT 65**

**PROGRAM SUMMARY:** The Mount Vernon Youth Bureau's **Step-Up Program** combines the evidenced-based framework of the 40 Developmental Assets and NYS OCFS to reduce the risk behaviors and juvenile delinquency amongst males ages 7-18. The Step-Up Program provides opportunities, mentoring, academic support, provision, and social intervention, which increases protective factors within the community during in and out of school time. The program works to serve the highest risk male population, and targets mostly African American and Hispanics. National indicators and local data suggest that the risk of youth becoming involved in gang initiations, assaults, in-school suspensions, and risky behaviors increases during middle school age. However, research shows that intervention at an earlier age often shows a high success rate. Surveys collected by staff that has developed relationships with troubled youth support the premise that intervention is necessary for elementary to high school students who have had several school suspensions, academic failures or have joined gangs for protection within their neighborhoods and schools. The program has evidenced a reduction in risk factors such as gang involvement, recidivism, and delinquent offenses such as truancy and school suspensions. Due to word of mouth with participants and referrals from school administration and parents, the program served over 100 participants in 2024. Both school Administrators and parents have expressed their gratitude and have said they have seen a reduction in school behavioral incidences, progression in academic achievement based upon improved school attendance/grades and homework completion; 75% of the participants were connected to employment opportunities and demonstrated increased job readiness skills and 73% of the participants showed improved knowledge of possible career paths through career exploration. The 2024 Step-Up Summer Academy provided 30males with a learn and earned opportunity and received a stipend of \$200 to \$300. Year to date, there have been over 175 participants who attended the academy. Staff conduct workshops that include presentations from city and county officials that address; gang resistance; leadership skills, role-plays in the areas of government, practiced sign language, engaged in fitness and other enrichment activities. Youth were also exposed to conflict resolutions techniques, avoidance of risky behaviors, drug prevention, mock interviews, and STEAM field trips. The Step-Up program has had success in intervening with youth that have been high ranking members of local street gangs and/or involved in the court system. The Summer Academy gives them another option to make constructive use of leisure time and earn money legally.

**PROGRAM SITES- Most significant (3 Maximum)**

Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Parker	461 S. 6 <sup>th</sup> Avenue	89	36		
BTMS	624 S. 3rd Avenue	89	36		
Grimes	58 S. 10 <sup>th</sup> Avenue	89	36		

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

**GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)**

# Male 65

# Female

**ETHNICITY (Enter number of participants per ethnic group)**

White	Black or African American 45	Two or more races 15	Hispanic or Latino 5
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

<b>IS TARGET POPULATION SERVING DISCONNECTED YOUTH?</b> (check no or yes)					No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
Ages: (enter # of participants in population described)	0-6	7-9 (5)	10-13 (30)	14-17 (25)	18-20 5	21+
If "Yes," indicate number of youth:	Youth aging out of foster care:		Children of incarcerated parents: 8			
Youth in the juvenile justice system who re-enter the community: 2			Runaway and homeless youth: 4			

PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING 8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS:

(These eight features of effective youth development settings serve as quality standards for youth programs)

**1. Physical & Psychological Safety:** Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

The Executive and Deputy Director will be reiterating the importance of a safe and healthy place for the staff to remember it increases peer group interaction and decreases unsafe or confrontational peer interactions. The director and staff will in return communicate to worksite supervisors, community service hosts, and community stakeholders the importance to ensure that each location that is hosting program activities meets the safety requirements and are physically safe. In other words, staff will provide a psychologically safe environment for the young men and monitor peer to peer interaction. Currently, the Step-Up Director has a private office in Youth Bureau and classrooms at various schools which meet the physical and psychological safety requirements of the program.

**2. Appropriate Structure:** Limit setting; clear and consistent rules and expectations, firm enough control; continuity and predictability; clear boundaries; age-appropriate monitoring.

The Program Director and staff will ensure proper boundaries and coordinated activities are deem age and developmentally appropriate. A program orientation for both participants and parents will state the program expectations and be reiterated throughout the program year. All the necessary information, such as contact information for the program, will be provided to participants, parents, and caregivers. All MVB staff are properly trained in Youth Mental Health First Aide provided by WJCS.

**3. Supportive Relationship:** Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Program staff are qualified and are considered by previous participants and parents to be a caring and responsible adult. The director and support staff are considered to be role models, has excellent communication skills, takes pride in building relationships with the participants and parents, but also with the schools' personnel and the community.

**4. Opportunities to Belong:** Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

The Step-Up Program is an all-male program; however, referrals of at-risk females are made when necessary to other programs within the Bureau. Although the program services predominantly minority (African American & Hispanic), the MVB does not discriminate and has an open-door policy that services all race, ethnicity, gender, or culture, especially since Mount Vernon, has over 98 different nationalities.



**5. Positive Social Norms:** Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

Staff will ensure appropriate boundaries and expectations for youth and community. Staff will model appropriate pro-social behavior and interaction. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms.

**6. Support for Efficacy & Mattering:** Youth-based; empowerment practices that support autonomy; making a real difference in one's community and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Staff will provide support and encouragement for the young men to be engaged in various program activities. Staff will encourage leadership and community involvement by providing community service opportunities through the Youth Bureau's Volunteers Inspiring Change Through Opportunities Reaching Youth (V.I.C.T.O.R.Y) program. Youth will aid in planning and implement community projects such as the Lights On After-School Rally; Albany-Youth Advocacy; Black History Challenge; HBCU Fair; Let Your Color Shine; World AIDS Day, National Night Out; Youth Townhall, Family Day; and Earth Day all of which will lead to efficacy.

**7. Opportunities for Skill Building:** Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

Staff will focus on a participant's qualities and challenges as a guide to increase positive youth development skills which lead to self-sufficiency. The young men will be exposed to the growing STEAM workforce; hands-on working experiences; opportunities to learn cultural literacy by taking trips; exposure to college environment; academics which increase communication skills; preparation for employment by completing employment applications and completing mock interviews; opportunities to develop social and cultural capital, and mentorship which helps in decision-making and increase resistance skills.

**8. Integration of Family, School, & Community Efforts:** Concordance; coordination and synergy among family, school, and community.

The Step-Up Program has and will continue to collaborate with the MYPD, MVCSD, Westchester County, YSOW, and other community agencies to make the program beneficial to its participants. Program Director will continue to interact with schools, youth, and families as needed to address concerns. Feedbacks to and from schools, families, and law enforcement will be provided when requested. Families, community members, government officials, program administrators, and the media will be invited to participate in program events.

### **Monitoring and Evaluation Methods**

**9. Monitoring Methods:** Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.



The MVB plans on staying in compliance with the funding source's reporting and monitoring rules and guidelines. The program director will submit monthly, quarterly, and annual statistical measurement reports on the County's web-based reporting system on or before the due dates. The director will also monitor the program daily and will meet with their immediate supervisor at least once a month. The meetings will discuss obstacles, program enhancements, progress, goal attainments, etc. Program staff will receive training annually from an NYS OCFS representative who will discuss in detail the NYS OCFS regulations, policies, State, and Local Laws pertaining to safety and after-school programs. Reports will be reviewed, and site visits will be conducted by the Executive Director and Deputy Director. Members of the Youth Board will also periodically monitor program sites. Visits will be both announced and unannounced to ensure that safety requirements and OCFS guidelines are adhered to by program staff.

**10. Evaluation Methods:** Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

A work plan indicating goals, objectives, services (specific activities), outcomes, milestones, time frame, and evaluation process will be developed by the Director during the first month of the program and updated monthly. The work plan will be reviewed and monitored by the Executive and Deputy Director. Monthly reports and site visits will be conducted by staff and monitored by the Executive Director and/or the Deputy Director. Progress on outcomes will be evidenced by attendance and activity sign-in sheets as well as youth and parent satisfaction surveys. Quantitative and qualitative data on academic performance and social/emotional behavior will be compiled during the enrollment process and monitored every quarter for example, youth report card or progress reports. Attainment of specific skill sets will be evidenced by certificates of completion and written materials such as resumes, cover letters, thank you letters and projects. Annual reports will reflect the evaluation of the program. In an effort to capitalize on the program's strengths and tackle its weaknesses, the Program Director and staff will also collect written feedbacks and testimonials from parents, caregivers, and participants.

**TOUCHSTONES  
FORM 5003  
(ADAPTED FROM OCFS)  
INDIVIDUAL PROGRAM APPLICATION**  
Program Summary-Program Components

Refer to Touchstones Coding Document to complete.  
Choose 1 code for each category listed below.

**IMPLEMENTING CONTRACTOR:**  
Mount Vernon Youth Bureau

**PROGRAM TITLE:**  
Step UP / Summer Academy

<b>LIFE AREA:</b> (Enter Code & Description)	LIFE AREA 4CVC: Citizenship/ Civic Engagement
<b>GOAL:</b> (Enter Code & Description)	41 Goal: Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools, and communities.
<b>OBJECTIVE:</b> (Enter Code & Description)	418 Objective: Children and youth will refrain from violence and other illegal behaviors.
<b>SOS:</b> (Enter Code & Description)	0420. Youth Leadership/Empowerment Opportunities: Programs that provide character education, leadership skills development and/or community/civic activities.
<b>HOW MUCH:</b> (Enter Code & Description)	65
<b>HOW WELL:</b> (Enter Code & Description)	0420B.1 100% of program staff will be trained and /or certified in a features of positive youth development
<b>BETTER OFF:</b> (Enter Code & Description)	0421C.2 50 of youth will show improved positive youth development outcomes (le Leadership skills, and/or community engagement.

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, **NOT percentages**. Please provide the best estimate in the spaces provided below.

<b>PARTICIPANT GENDER:</b>	MALE 62    FEMALE    TRANS-FEMALE (MALE TO FEMALE) _____    TRANS-MALE (FEMALE TO MALE) _____    GNC/NON-BINARY 3 CHOSE NOT TO ANSWER _____
<b>ETHNICITY:</b> (Enter number of participants per ethnic group)	WHITE _____    BLACK OR AFRICAN AMERICAN 40    HISPANIC OR LATINO 10 AMERICAN INDIAN OR ALASKAN NATIVE    ASIAN NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____    TWO OR MORE RACES 15 OTHER/NOT LISTED _____
<b>AGES:</b>	0-4 _____    5-9 5    10-14 35    15-17 25    18-20 5    21+ _____
<b>IS TARGET POPULATION SERVING DISCONNECTED YOUTH?</b> <div style="float: right;"><input type="checkbox"/> No    <input checked="" type="checkbox"/> Yes</div>	
<b>IF "YES," PLEASE DESCRIBE:</b> Runaway, Homeless, ESL, Incarcerated Parents	

**ACTIVITY PLAN 2025**

Use the table below to offer details on the proposed program activities. Activities should reflect the Services, Opportunities and Supports selected from the Touchstones Coding Document. Provide quarterly projections of the accomplishments to be achieved for the main functions. Please note that although the Activity Plan will not be scored, failure to complete this plan will result in disqualification.

<b>Activities</b> <i>List main activities separately -up to 4.</i>	<b>Timeline</b> <i>When will activity be offered?</i>	<b>Youth Served</b> <i>Approx. how many youths will be served?</i>	<b>Resources Needed</b> <i>What is needed to ensure delivery?</i>	<b>Staff</b> <i>List staff responsible for each activity.</i>	<b>Intended Results</b> <i>How will activity benefit participants?</i>
STEAM	During the school year, Saturdays, and Summer	70 In-school, afterschool and 40 out of the 70 for the Summer 3-CIT	Qualified staff, survey data, quality assessment tools.	Wayne Woodbury and vendors	These activities will spark curiosity and expose youth to career options.
Civic Engagement	During the school year, youth with engage in various civic activities	70 in-school, afterschool & summer 3 CIT	Qualified Staff, Survey data, quality assessment tools.	Wayne Woodbury and vendors	These activities will spark curiosity and expose youth to career options.
Trips	During the school year, maybe on Saturdays and summer	40 of the 70 youth & 3-CIT's	Qualified Staff, Survey data, Quality Assessment tool	Wayne Woodbury, chaperones, and vendors	Exposure to new and exciting places.
Academic Assistance	During the school year, Saturdays, and Summer	70 in-school, afterschool & summer 3-CIT's	Qualified staff, survey data, quality assessment tools.	Wayne Woodbury and vendors	Assistance will help improve grades.

**PROGRAM LOGISTICS SUMMARY (4 site maximum)**

<b>Implementing Contractor:</b> Mount Vernon Youth Bureau	<b>Program Title:</b> Step Up & Summer Academy
<b>Site 1: Facility Name:</b> <u>Cecil H. Parker School</u>	
<b>Address:</b> <u>461 So. 6<sup>th</sup> Ave, Mount Vernon, NY 10550</u>	
<b>Program Offering/Component Name:</b> <u>In-School &amp; After-School Program</u>	
<b>Operation Period:</b> <u>01/01/2025 to 12/31/2025</u> <b>Comments:</b> <u>Yearly</u>	
<b>HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE:</b> <u>Days the MVCSD is closed</u>	
<b>Days of Operation:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input checked="" type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su	<b>Times:</b> <u>9:00am to 11:45am</u>
<b>Summer Schedule:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su	<b>Times:</b> _____ to _____
<b>Total Number of Youth:</b> <u>15</u> <b>AGE RANGE:</b> <u>7 to 15</u>	<b>Average Attendance:</b> <u>15</u>
<b>Total Number of Adult Participants (21+)</b> _____	
<b>Site 2: Facility Name:</b> <u>Graham School</u>	
<b>Address:</b> <u>58 South 10<sup>th</sup> Ave, Mount Vernon, NY 10550</u>	
<b>Program Offering/Component Name:</b> <u>In-School &amp; After-School Program</u>	
<b>Operation Period:</b> <u>01/01/2025 to 12/31/2025</u> <b>Comments:</b> <u>Yearly</u>	
<b>HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE:</b> <u>Days the MVCSD is closed</u>	
<b>Days of Operation:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input checked="" type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su	<b>Times:</b> <u>12:00pm to 2:30pm</u>
<b>Summer Schedule:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su	<b>Times:</b> _____ to _____
<b>Total Number of Youth:</b> <u>20</u> <b>AGE RANGE:</b> <u>7 to 15</u>	<b>Average Attendance:</b> <u>17</u>
<b>Total Number of Adult Participants (21+)</b> _____	
<b>Site 3: Facility Name:</b> <u>Benjamin Turner Middle School</u>	
<b>Address:</b> <u>624 South 3rd Avenue, Mount Vernon, NY 10550</u>	
<b>Program Offering/Component Name:</b> <u>In-School &amp; After-School Program</u>	
<b>Operation Period:</b> <u>01/01/2023 to 12/31/2023</u> <b>Comments:</b> <u>Yearly</u>	
<b>HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE:</b> <u>Days the MVCSD is closed</u>	
<b>Days of Operation:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input checked="" type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su	<b>Times:</b> <u>8:30am to 12:00pm</u>
<b>Summer Schedule:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su	<b>Times:</b> _____ to _____
<b>Total Number of Youth:</b> <u>15</u> <b>AGE RANGE:</b> <u>7 to 16</u>	<b>Average Attendance:</b> <u>13</u>
<b>Total Number of Adult Participants (21+)</b> _____	
<b>Site 4: Facility Name:</b> <u>Grimes School</u>	
<b>Address:</b> <u>58 So. 10<sup>th</sup> Ave., Mount Vernon, NY 10550</u>	
<b>Program Offering/Component Name:</b> <u>Summer Programming</u>	
<b>Operation Period:</b> <u>01/01/2025 to 12/31/2025</u> <b>Comments:</b> <u>Yearly</u>	
<b>HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE:</b> <u>Federal Holidays and Inclement Weather</u>	
<b>Days of Operation:</b> <input type="checkbox"/> M <input checked="" type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su	<b>Times:</b> <u>8:30am to 11:00am</u>
<b>Summer Schedule:</b> <input checked="" type="checkbox"/> M <input checked="" type="checkbox"/> T <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> Th <input checked="" type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su	<b>Times:</b> <u>9:00am to 1:00pm</u>
<b>Total Number of Youth:</b> <u>20</u> <b>AGE RANGE:</b> <u>7 to 15</u>	<b>Average Attendance:</b> <u>17</u>
<b>Total Number of Adult Participants (21+)</b> _____	

Implementing Agency: Mount Vernon Youth Bureau	Program Title: Youth Empowerment
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<b>FUND AMOUNTS:</b>		
Total Program Amount: \$45,783	Funds Requested: \$45,783	Cost Per Youth: \$1,526

<b>AUTHORIZED VOUCHER SIGNED:</b>		
1.	Last Name: Burrell-Butler	First Name: Debbie Title: Executive Director
2.	Last Name: Rodriguez	First Name: Glen Title: Financial Supervisor

AGENCY/MUNICIPALITY INFORMATION:			
Implementing Agency Is: (check box)		Not For Profit <input type="checkbox"/>	Public <input checked="" type="checkbox"/>
Federal ID Number:13-6007305			
Agency Website: <a href="http://www.cmyvny.com">www.cmyvny.com</a>		Implementing Agency/Municipality: 3 <sup>rd</sup> Floor	
Mailing Street Address: One Roosevelt Square			
Suite/Floor/Room # / P.O. Box:	City: Mt. Vernon	State: NY	Zip Code:10550

<b>AGENCY / MUNICIPALITY EXECUTIVE DIRECTOR :</b>			
Last Name: Burrell-Butler	First Name: Debbie	Title: Executive Director	
Phone Number: 914-665-2347	Extension:	Fax: 914-665-1373	Email: <a href="mailto:dburrell@mountvernonny.gov">dburrell@mountvernonny.gov</a>

<b>PROGRAM CONTACT PERSON:</b>			
Last Name: Treasure	First Name: Carolyn	Title: Program Director	
Phone Number: 914-665-2346	Extension:	Fax: 914-665-1373	Email: <a href="mailto:CTreasure@mountvernonny.gov">CTreasure@mountvernonny.gov</a>

<b>PERIOD OF ACTUAL PROGRAM OPERATION :</b>			
<b>HOURS OF OPERATION:</b>			
3:00pm – 5:00pm and 9am – 1pm	Days of operation: Mon.- Fri.	From: Jan 1, 2025	To: Dec. 31, 2025
Other <input type="checkbox"/> explain:			

**PROJECTED TOTAL PROGRAM ENROLLMENT 30**

**PROGRAM SUMMARY:** The Youth Empowerment Program addresses the unemployment dilemma within the city of Mount Vernon by providing after-school and summer jobs to at risk youth. While there has been a focus to prepare juvenile delinquents and youth that are under the court's supervision for the workforce, the scope of the project has expanded to include youth with barriers to employment such as: low-income status; homeless or foster care status; basic skills deficiencies; lack of job readiness, presentation, and communication skills; and work experience. During the last contract year, 100% of youth served and received job readiness skills training which will include workshops on resume and cover letter writing; interviewing skills; mock interviews; job search techniques; completing online job applications; work ethics; communication and presentation skills; time & money management; organizational skills; and volunteerism. Soft skills training will be delivered through the READI Curriculum; the acronym represents: Respect, Enthusiasm, Articulate, Dependable, and Initiative. The READI curriculum also covers problem solving, work ethics, and goal setting.

**PROGRAM SITES- Most significant (3 Maximum)**

Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Gov't	1 Roosevelt Square	89	36		
Healthcare	107 So. 4 <sup>th</sup> Ave.	89	36		
Childcare	103 West 2 <sup>nd</sup> Street	89	36		

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

**GENDER OF PROGRAM PARTICIPANTS** (enter number of participants per gender)

# Male 20

# Female 10

**ETHNICITY** (Enter number of participants per ethnic group)

White	Black or African American 20	Two or more races 5	Hispanic or Latino 5
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

**IS TARGET POPULATION SERVING DISCONNECTED YOUTH?** (check no or yes)No ☐Yes ☒

Ages: (enter # of participants in population described)

0-6 10

7-9

10-13

14-17 20

18-20 5

21+ 5

If "Yes," indicate number of youth:

Youth aging out of foster care: 2

Children of incarcerated parents: 2

Youth in the juvenile justice system who re-enter the community: 10

Runaway and homeless youth: 1



**1. Physical & Psychological Safety:** Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

The program will operate within facilities that maintain the appropriate insurances and clearances from the NYS OCFS and OSHA. The program staff will ensure that first aid kits, emergency phone numbers and exit signs are accessible to participants. Staff will receive training on safety policies and operating procedures bi-annually. Registration forms, attendance logs and incident /accident report forms will be maintained on site. Program supplies and materials will remain guarded, with limited access to participants and transitional staff. Staff will develop relationships with participants, security officers and parents to support a physical and psychologically safe environment for all participants. Staff will monitor peer to peer interaction and intervene immediately when a verbal or physical confrontation begins. Psychological Safety- Staff will receive training in PYD 101 to ensure the highest quality of psychological safety for all participants. The existing staff have received training focused on prevention and resiliency to promote participants' overall well-being. Activities are designed to be safe, healthy, and nurturing. Norms to include confidentiality, inclusion, and respect for others will be established and maintained by participants to foster an environment of psychological safety. All the MVYB's staff are trained in Youth Mental Health First Aide.

**2. Appropriate Structure:** Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age-appropriate monitoring.

Program staff will ensure appropriate boundaries and expectations for participants by conducting an orientation for participants and parents. During orientation, staff will communicate the objectives and expectations of the program, as well as the contact information for staff. Participants and parents will be asked to sign a written agreement which will confirm the participants willingness' to adhere to the program's rules and procedures. Program offerings and activities will be age and developmentally appropriate. Staff will maintain the onus of contacting parents in the event that a participant is non-compliant and/ or needs additional support.

**3. Supportive Relationship:** Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Program staff will be qualified, responsible adult role models who are familiar with the internal functions of the schools and the youth development framework. Staff will ensure that youth and families are connected to community support services and will be able to address school, youth and family concerns on an ongoing basis.

**4. Opportunities to Belong:** Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

Given the 98 nationalities within the city of Mount Vernon, outreach to students from diverse backgrounds will be conducted on a ongoing basis. Program offerings and activities will be relevant, age and culturally appropriate . The Bureau's staff have experience in serving the special populations which include youth who are classified as low income, minority, disabled, homeless, foster care, English Language Learners (ELL) and youth who identify as LGBTQIA.

**5. Positive Social Norms:** Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

The Mount Vernon Youth Bureau staff will model appropriate pro-social behavior and interaction. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms. Youth will receive training through the evidenced based curriculums and adult role models on how to establish and adhere to appropriate personal, family, school, and neighborhood boundaries. Staff will model appropriate pro-social behavior and interaction and intervene as necessary to correct inappropriate behavior. Staff will encourage youth and praise good behavior; therefore, staff will acknowledge positive actions through certificates, articles and pictures on the Bureau's social media accounts, monthly newsletters, flyers, and announcements during community wide events.

**6. Support for Efficacy & Mattering:** Youth-based; empowerment practices that support autonomy; making a real difference in one's community and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Staff will provide support and encouragement to young people engaged in various program activities. Staff will encourage leadership and community involvement by providing community service opportunities through the Youth Bureaus Volunteers Inspiring Change Through Opportunities Reaching Youth (V.I.C.T.O.R.Y) program. Youth will plan and implement community projects which will lead to efficacy.

**7. Opportunities for Skill Building:** Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

Staff will provide guidance and instruction to young people engaged in various program activities, leading to increased decision-making and resistance skills. Staff will implement the youth development model, focusing on asset building. Opportunities will be provided for participants to publically demonstrate their social justice actions through the Bureau's youth empowerment events.

**8. Integration of Family, School, & Community Efforts:** Concordance; coordination and synergy among family, school, and community.

Staff will interact with school, youth and families as needed to address concerns and will provide feedback to school and families as requested. The Mount Vernon Youth Bureau implements the Mount Vernon Communities That Cares coalition (MVCTC), which is modeled from the Communities That Cares model and aims to reduce risk factors and increases protective factors. Staff will attend monthly MVCTC meetings as well as other community network meetings to ensure that information pertaining to the Youth Employment Program is shared and resources are coordinated. Families, community members, and government officials will be invited to participate in program events.

### **Monitoring and Evaluation Methods**

**9. Monitoring Methods:** Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

All programs will be monitored through weekly and monthly meetings, reports and site visits conducted by the Executive Director and/ or Deputy Director. Program staff will receive training annually on NYS OCFS regulations, policies, and/or State and Local Laws pertaining to safety. Members of the Youth Board will monitor program sites on a semi-annual basis to ensure that safety requirements and OCFS guidelines are adhered to by program staff.

**10. Evaluation Methods:** Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

A work plan indicating goals, objectives, services (specific activities), outcomes, time frame and evaluation process will be developed by the coordinator during the first month of the program and updated monthly. The work plan will be reviewed and monitored by the Executive and/ or Deputy Director. Monthly reports and site visits will be conducted by staff and monitored by the Executive Director. Progress on outcomes will be evidenced by attendance and activity sign in sheets as well as youth and parent satisfaction surveys. Quantitative and qualitative data on academic performance and social/ emotional behavior will be compiled during the enrollment process and monitored on a quarterly basis. Attainment of specific skill sets will be evidenced by certificates of completion and written materials such as resumes, cover letters, thank you letters and projects. Annual reports will reflect the evaluation of the program.

DRAFT

**TOUCHSTONES  
FORM 5003  
(ADAPTED FROM OCFS)  
INDIVIDUAL PROGRAM APPLICATION**  
Program Summary-Program Components

*Refer to Touchstones Coding Document to complete.  
Choose 1 code for each category listed below.*

**IMPLEMENTING CONTRACTOR:**  
Mount Vernon Youth Bureau

**PROGRAM TITLE:**  
Youth Empowerment

<b>LIFE AREA:</b> (Enter Code & Description)	1ES: ECONOMIC SECURITY
<b>GOAL:</b> (Enter Code & Description)	11 Youth with be prepared for their eventual economic self-sufficiency.
<b>OBJECTIVE:</b> (Enter Code & Description)	111 Youth seeking summer jobs will have employment opportunities
<b>SOS:</b> (Enter Code & Description)	0119 Employment Opportunities
<b>HOW MUCH:</b> (Enter Code & Description)	30
<b>HOW WELL:</b> (Enter Code & Description)	0119B.2 80% of staff with training and/or certification in employment services and PYD.
<b>BETTER OFF:</b> (Enter Code & Description)	0119C.1 85% of the youth will improve their work skills.

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages. Please provide the best estimate in the spaces provided below.

<b>PARTICIPANT GENDER:</b>	MALE 20__ FEMALE <u>10</u> TRANS-FEMALE (MALE TO FEMALE) ____ TRANS-MALE (FEMALE TO MALE) ____ GNC/NON-BINARY ____ CHOSE NOT TO ANSWER ____
<b>ETHNICITY:</b> (Enter number of participants per ethnic group)	WHITE ____ BLACK OR AFRICAN AMERICAN 20 HISPANIC OR LATINO 5 AMERICAN INDIAN OR ALASKAN NATIVE __ ASIAN __ NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER ____ TWO OR MORE RACES <u>5</u> OTHER/NOT LISTED ____
<b>AGES:</b>	0-4 ____ 5-9 ____ 10-14 <u>4</u> 15-17 <u>16</u> 18-20 <u>5</u> 21+ <u>5</u>
<b>IS TARGET POPULATION SERVING DISCONNECTED YOUTH?</b>	
<input type="checkbox"/> No      x Yes	
<b>IF "YES," PLEASE DESCRIBE:</b> Homeless, Runaway, Juvenile Justice System who re-enter the community.	

**ACTIVITY PLAN 2025**

Use the table below to offer details on the proposed program activities. Activities should reflect the Services, Opportunities and Supports selected from the Touchstones Coding Document. Provide quarterly projections of the accomplishments to be achieved for the main functions. Please note that although the Activity Plan will not be scored, failure to complete this plan will result in disqualification.

<b>Activities</b> <i>List main activities separately -up to 4.</i>	<b>Timeline</b> <i>When will activity be offered?</i>	<b>Youth Served</b> <i>Approx. how many youths will be served?</i>	<b>Resources Needed</b> <i>What is needed to ensure delivery?</i>	<b>Staff</b> <i>List staff responsible for each activity.</i>	<b>Intended Results</b> <i>How will activity benefit participants?</i>
Financial Literacy	After-school and Summer	30	Qualified staff, attendance by participants, survey data, quality assessment tools	Carolyn Treasure & Rep. from Chase	Become financial savvy and be able to manage their finance.
Work Experience	After-school and Summer	30	Qualified staff, attendance by participants, survey data, quality assessment tools	Carolyn Treasure, partnering agencies serving as worksites	Exposure to new career and gain transferrable skills.
Job-Readiness	After-school and Summer	30	Qualified staff, attendance by participants, survey data, quality assessment tools	Carolyn Treasure and supporting Staff members	Participants will have the tools to enter the workforce.



**PROGRAM LOGISTICS SUMMARY (4 site maximum)**

<b>Implementing Contractor:</b> Mount Vernon Youth Bureau	<b>Program Title:</b> Youth Empowerment
<b>Site 1: Facility Name:</b> <u>One Roosevelt Square</u> <b>Address:</b> <u>Various Worksites</u> <b>Program Offering/Component Name:</b> <u>After-School Program</u> <b>Operation Period:</b> <u>01/02/2025 to 12/20/2025</u> <b>Comments:</b> <u>Yearly</u> <b>HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE:</b> <u>Inclement weather</u> <b>Days of Operation:</b> <input checked="" type="checkbox"/> M <input checked="" type="checkbox"/> T <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> Th <input checked="" type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su <b>Times:</b> <u>3:30pm</u> to <u>5:30pm</u> <b>Summer Schedule:</b> <input checked="" type="checkbox"/> M <input checked="" type="checkbox"/> T <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> Th <input checked="" type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su <b>Times:</b> <u>10:00 am</u> to <u>2:00 pm</u> <b>Total Number of Youth:</b> <u>30</u> <b>AGE RANGE:</b> <u>14 to 21</u> <b>Average Attendance:</b> <u>30</u> <b>Total Number of Adult Participants (21+)</b> _____	
<b>Site 2: Facility Name:</b> <b>Address:</b> <b>Program Offering/Component Name:</b> <b>Operation Period:</b> <b>Comments:</b> <u>Yearly</u> <b>HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE:</b> <b>Days of Operation:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su <b>Times:</b> <b>Summer Schedule:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su <b>Times:</b> _____ to _____ <b>Total Number of Youth:</b> <b>AGE RANGE:</b> <b>Total Number of Adult Participants (21+)</b> _____ <b>Average Attendance:</b>	
<b>Site 3: Facility Name:</b> <b>Address:</b> <b>Program Offering/Component Name:</b> <b>Operation Period:</b> <b>Comments:</b> <b>HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE:</b> <b>Days of Operation:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su <b>Times:</b> <b>Summer Schedule:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su <b>Times:</b> _____ to _____ <b>Total Number of Youth:</b> <b>AGE RANGE:</b> <b>Total Number of Adult Participants (21+)</b> _____ <b>Average Attendance:</b>	
<b>Site 4: Facility Name:</b> <b>Address:</b> <b>Program Offering/Component Name:</b> <b>Operation Period:</b> <b>Comments:</b> <u>Yearly</u> <b>HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE:</b> <b>Days of Operation:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su <b>Times:</b> <b>Summer Schedule:</b> <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> Sa <input type="checkbox"/> Su <b>Times:</b> <b>Total Number of Youth:</b> <b>AGE RANGE:</b> <b>Total Number of Adult Participants (21+)</b> _____ <b>Average Attendance:</b>	



**SCHEDULE "B"**  
**BUDGET**

For the Period of Operation: January 1, 2025 - December 31, 2025	
Agency Name: Mount Vernon Youth Bureau	Program Title: Safe Haven

**1. PERSONAL SERVICES**

Position/Title	Rate of Pay	Basis: (H,W,BW, SM)	Budget Requested
2 TEACHER AIDE (10HRS*31WKS)	\$ 30.00	H	\$ 9,300
1 TEACHER AIDE (10HRS*31WKS)	\$ 25.00	H	\$ 7,750
4 TEACHER AIDE (10HRS*31WKS)	\$ 20.00	H	\$ 24,800
STEAM TEACHER AIDE (24HRS*6 WKS)	\$ 25.00	H	\$ 3,600
2 STEAM TEACHER AIDE (24HRS*6 WKS)	\$ 20.00	H	\$ 5,760
SUMMER TEACHER AIDE (35HRS*6 WKS)	\$ 30.00	H	\$ 6,300
3 SUMMER TEACHER AIDE (35HRS*6 WKS)	\$ 20.00	H	\$ 12,600
PROGRAM DIRECTOR	\$ 34.15	H	\$ 5,000
SWIMMING INSTRUCTOR (36 HRS *6 WKS)	\$50.00	H	\$ 1,800
SWIMMING INSTRUCTOR (36 HRS *6 WKS)	\$ 25.00	H	\$ 900
TOTAL SALARIES AND WAGES:			\$ 77,810
TOTAL FRINGE BENEFITS:			6,225
TOTAL PERSONAL SERVICES (1)			\$ 84,035

**2. CONTRACT / CONSULTANT SERVICES AND STIPENDS**

Type of Service or Contractor (Consultant Title)	Contract Amount or Rate of Pay	Basis: (H, W, BW, SM)	Budget Requested
6 SUMMER STIPEND	350.00	Session	\$ 2,100
MIXED MARTIAL ARTS INSTRUCTOR (10)	200.00	Session	\$ 2,000
CPR, AED, FIRST AID TRAINING	330.00	Session	330
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ 4,430

**3. OTPS (OTHER THAN PERSONAL SERVICES complete B-1)**

Category	Budget Requested
Supplies	\$ 1,500
Rent	
Utilities	
Telecommunications	
Trips	\$ 4,300
Insurance	
Other Costs (Consumables)	670
TOTAL OTPS (3)	\$ 6,470

	Budget Requested
TOTAL PROGRAM AMOUNT (1)+(2)+(3)	94,935
TOTAL WCYB FUNDS REQUESTED @ 100%	94,935
TOTAL CASH MATCH @ 0%	-

ATTACHMENT B-1		
AGENCY/MUNICIPALITY NAME: Mount Vernon Youth Bureau		
PROGRAM TITLE: SAFE HAVEN		
ITEM	LIST DESCRIPTIONS	AMOUNT
Supplies	Dry erase boards, binders, notebooks, constructions paper, glue sticks, pencils, markers, crayons, paint, play dough, glitter, scissors, bins, tissue paper, yarn, pompoms, pipe cleaners, craft sticks, tape, beads, strings and container with covers.	1,500
Rent		
Utilities		
Telecommunications		
Travel	3 buses at \$850, Admission for 70 kids	4,300
Insurance		
Other Costs (Consumables)	Snacks for STEAM and Summer	670
3. TOTAL OTPS \$		6,470

RA

For the Period of Operation: January 1, 2025 - December 31, 2025			
Agency Name: Mount Vernon Youth Bureau			Program Title: Step Up
<b>1. PERSONAL SERVICES</b>			
Position/Title	Rate of Pay	Basis: (H,W,BW, SM)	Budget Requested
1 STEP UP DIRECTOR	\$ 28	H	\$ 6,000
1 COMMUNITY WORKER - SUMMER	\$ 20	H	\$ 3,240
2 COMMUNITY WORKER - SUMMER	\$ 18	H	\$ 5,832
1 COMMUNITY WORKER - SUMMER	\$ 16.5	H	\$ 1,980
4 COMMUNITY WORKER AIDE - FALL	\$ 16.5	H	\$ 3,449
4 COMMUNITY WORKER AIDE - WINTER	\$ 16.5	H	\$ 3,960
TOTAL SALARIES AND WAGES:			\$ 24,461
TOTAL FRINGE BENEFITS:			\$ 1,871
TOTAL PERSONAL SERVICES (1)			\$ 26,332

**2. CONTRACT / CONSULTANT SERVICES AND STIPENDS**

Type of Service or Contractor (Consultant Title)	Contract Amount or Rate of Pay	Basis: (H,W, BW, SM)	Budget Requested
10 YOUTH - STEP UP ACADEMY-SUMMER (12-13)	\$225 per/yrh		2,250
7 YOUTH - STEP UP ACADEMY-SUMMER (11)	\$225 per/yrh		1,575
10 YOUTH - STEP UP ACADEMY-SUMMER (9-10)	\$225 per/yrh		2,250
CPR, AED, FIRST AID TRAINING			330
PROFESSIONAL DEVELOPMENT			500
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ 6,905

**3. OTPS (OTHER THAN PERSONAL SERVICES complete B-1)**

Category	Budget Requested
Supplies	\$ 395
Rent	
Utilities	
Telecommunications	
Travel	\$ 5,700
Insurance	
Other Costs (Consumables)	\$ 668
TOTAL OTPS (3)	\$ 6,763

	Budget Requested
TOTAL PROGRAM AMOUNT (1)+(2)+(3)	40,000
TOTAL WCYB FUNDS REQUESTED @ 100%	40,000
TOTAL CASH MATCH @ 0%	-

OTPS - ATTACHMENT B-1		
AGENCY/MUNICIPALITY NAME: Mount Vernon Youth Bureau		
PROGRAM TITLE: Step-Up		
ITEM	LIST DESCRIPTIONS	AMOUNT
Supplies	Activity & Program supplies- paper, photo paper, ink	\$ 395
Rent		
Utilities		
Telecommunications		
Travel	Bus & Admission Fee (1 trip) 1. Educational -(Botanical Gardens, Science Barge, Science Museum, Google, or New York City Financial District) 2. Summer Enrichment- (Splash Down Park) 3. Summer Enrichment- (Boundless Adventures)	\$ 5,700
Insurance		
Other Costs (Consumables)	Snacks for the youth throughout the program	\$ 668
3. TOTAL OTPS		\$ 6,763

For the Period of Operation: January 1, 2025 - December 31, 2025

Agency Name: Mount Vernon Youth Bureau

Program Title: Yth Empwr

**1. PERSONAL SERVICES**

Position/Title	Rate of Pay	Basis: (H,W,BW, SM)	Budget Requested
1 TEACHER AIDE (14HRS*9WKS)	\$ 20	H	\$ 2,800
10 YOUTH (10*6 WKS) SUMMER	\$ 16.5	H	\$ 19,800
10 YOUTH-AFTER-SCHOOL (10*6 WKS) FALL	\$ 16.5	H	\$ 9,900
10 YOUTH-AFTER-SCHOOL (10*6 WKS) WINTER	\$ 16.5	H	\$ 9,900
TOTAL SALARIES AND WAGES:			\$ 42,400
TOTAL FRINGE BENEFITS:			3,244
TOTAL PERSONAL SERVICES (1)			\$ 45,644

**2. CONTRACT / CONSULTANT SERVICES AND STIPENDS**

Type of Service or Contractor (Consultant Title)	Contract Amount or Rate of Pay	Basis: (H,W, BW, SM)	Budget Requested
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ -

**3. OTPS (OTHER THAN PERSONAL SERVICES complete B-1)**

Category	Budget Requested
Supplies	\$ 139
Rent	
Utilities	
Telecommunications	
Trips	
Consumables	
Miscellaneous	
TOTAL OTPS (3)	\$ 139

	Budget Requested
TOTAL PROGRAM AMOUNT (1)+(2)+(3)	45,783
TOTAL WCYB FUNDS REQUESTED @ 100%	45,783
TOTAL CASH MATCH @ 0%	-

**ATTACHMENT B-1**

AGENCY/MUNICIPALITY NAME: Mount Vernon Youth Bureau

PROGRAM TITLE: YOUTH EMPOWERMENT

ITEM	LIST DESCRIPTIONS	AMOUNT
Supplies	Dry erase boards, binders, notebooks, construction paper, glue sticks, pencils, markers, crayons, paint, play dough, glitter, scissors, bins, tissue paper, yarn, pompoms, pipe cleaners, craft sticks, tape, beads, strings and container with covers.	139
Rent		
Utilities		
Telecommunications		
Travel		
Insurance		
Other Costs (Consumables)		
3. TOTAL OTPS		\$ 139



**WESTCHESTER COUNTY YOUTH BUREAU**  
**FISCAL REQUIREMENTS AND POLICIES**

Westchester County Youth Bureau funds many different programs in each budget year. This material is designed to clarify the Bureau's fiscal requirements and policies regarding these programs. If questions arise, please contact the Youth Bureau at (914) 995-2755.

**Below is a list of current funding categories:**

All expenditures must be made in accordance with an approved budget, including any budget amendments. Programs funded by the Youth Bureau must file listings of all program expenses paid prior to receiving funds. A Program Expenditure Summary and applicable Program Expenditure Reports must be filed for each program. Listed below is a summary of the forms, which make up completed claim forms for reimbursement of program expenses:

<u>Type of Funding</u>	<u>Name of Form</u>	<u>Form Number</u>
West. County BOL	Program Expenditure Summary	OCFS3125
	Salaries Report	OCFS3126
	Fringe Benefits Report	OCFS3127
	Consultants, Contracted Services & Stipends Report	OCFS3128
	Miscellaneous	OCFS3129
	Travel	OCFS3130

All claims should be submitted in original and must have original signature. The Contract Number must be entered on all the claim forms for Local Tax Levy Programs. The Executive Director or another authorized official of the agency must make the certification on the Program Expenditure Summary report.

All claims should be prepared and submitted quarterly. These quarterly claims should be submitted not later than the 20<sup>th</sup> date of the month following the end of the quarter, except the 4<sup>th</sup> quarter which is due on January 10<sup>th</sup> of the following year.

Copies of back-up documents should be submitted with the expenditure reports. Listed below is a summary of the back-up documents for various expenses:

<u>Type of Expense</u>	<u>Back-up Documents</u>
Salary & Wages	Payroll Register and Proof of Payment
Fringe Benefits	Invoice from the Vendor and Proof of Payment
Consultant/Contracted Services	Signed Agreement, Invoice and Proof of Payment
Stipend (prior approval req.)	Time Sheet and Proof of Payment
OTPS /Misc.	Invoice from the Vendor and Proof of Payment
Employee Exp. Reimbursement	Employee Exp. Request Form, Receipt, and Proof of Payment

The Youth Bureau audits each claim against appropriate Westchester County and NY State Finance Law, Rules & Regulations, Fiscal Policies & Procedures, and the approved budget of each program and any approved budget amendments. Claims with calculation errors, and not submitted in accordance with Fiscal Policies & Procedures and approved budget will be returned. All claims must be sent to:

Westchester County Youth Bureau  
112 East Post Road, 3rd Floor  
White Plains, NY 10601



**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**  
(Youth & Human Services)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- i. Owned automobiles.
- ii. Hired automobiles.
- iii. Non-owned automobiles.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

3. All policies of the Municipality shall be endorsed to contain the following clauses:

a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

DRAFT

**SCHEDULE "D"**

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES  
OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR**

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability company, or corporation, that either:

- 1.) meets the following requirements:
  - a. is at least 51% owned by one or more persons of color or women;
  - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
  - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
  - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color", as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

\_\_\_\_\_ No

\_\_\_\_\_ Yes

**Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.**

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

\_\_\_\_\_ Women

\_\_\_\_\_ Persons of Color (*please check off below all that apply*)

\_\_\_\_\_ Black persons having origins in any of the Black African racial groups

\_\_\_\_\_ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

\_\_\_\_\_ Native American or Alaskan native persons having origins in any of the original peoples of North America

\_\_\_\_\_ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

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[NO FURTHER TEXT ON THIS PAGE]

**SCHEDULE "E"**  
**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

- 1.) Are any of the employees that the Municipality will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_  
\_\_\_\_\_

- 2.) Are any of the owners of the Municipality or their spouses a County officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_  
\_\_\_\_\_

- 3.) Do any County officers or employees have an **interest**<sup>1</sup> in the Municipality or in any approved subcontractor that will be used for this contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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<sup>1</sup> "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.



**SCHEDULE "F"**  
**CRIMINAL BACKGROUND DISCLOSURE**

**INSTRUCTIONS**

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.<sup>1</sup> Accordingly, the attached Criminal Background Disclosure Form and Certification must be completed and agreed-to as part of this Agreement.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on

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<sup>1</sup> For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1-2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

### **Exemptions**

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer<sup>2</sup>. The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

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<sup>2</sup> Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(1)(a) of the Laws of Westchester County, the Purchasing Agent.

**Subconsultants, Subcontractors, Sublessees, or Sublicensees**

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

**New Persons Subject to Disclosure**

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

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*PLEASE CONTINUE TO THE*

*Criminal Background Disclosure Form and Certification*

*BEGINNING ON THE NEXT PAGE*

**CRIMINAL BACKGROUND DISCLOSURE**

**FORM AND CERTIFICATION**

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to "consultant, contractor, lessee, or licensee" to mean "subconsultant, subcontractor, sublessee, or sublicensee" and check here: \_\_\_\_\_

By executing this Agreement, I, as the signatory for the Contractor, certify that I am a principal or a representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to agree to and provide this completed Criminal Background Disclosure Form and Certification. I certify that each Person Subject to Disclosure has been asked the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**
- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are as follows:

If none, check this box: ☐

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

(If more space is needed, please attach separate pages labeled "REFUSED to Answer - Continued.")

I certify that the names and titles of Persons Subject to Disclosure who answered "Yes" to **either** of the questions above are as follows:

If none, check this box: ☐

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_  
(If more space is needed, please attach separate pages labeled "YES Answers - Continued")

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has **been convicted of a crime(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who **is subject to a pending criminal charge(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By executing this Agreement, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

**It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.**

**It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.**

**It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.**

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[NO FURTHER TEXT ON THIS PAGE]



**SCHEDULE "G"**

**CERTIFICATION REGARDING BUSINESS DEALINGS  
WITH NORTHERN IRELAND**

A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.

B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

(1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;

(2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

(3) ban provocative religious or political emblems from the workplace;

(4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;

(5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

(6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;

(7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;

(8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and

(9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A", the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The

Contractor shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

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**SCHEDULE "H"**

**For Informational Purposes Only**

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES  
OWNED AND CONTROLLED BY SERVICE-DISABLED VETERANS**

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 3 of the New York State Veterans' Service Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is a certified service-disabled veteran-owned business enterprise under Article 3 of the New York State Veterans' Service Law.

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

\_\_\_\_\_ No  
\_\_\_\_\_ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

\_\_\_\_\_ No  
\_\_\_\_\_ Yes

***If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.***

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**SCHEDULE "I"**

**Westchester County Vendor Direct Program Frequently Asked Questions**

**1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?**

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

**2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?**

Yes.

**3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?**

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

**4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?**

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

**5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?**

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

**6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?**

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

**7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?**

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

**8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?**

This is to ensure the authenticity of the account being set up to receive your payments.

## Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

☐ New  
☐ Change  
☐ No Change

Section I - Vendor Information

--	--	--	--	--	--	--	--

Date \_\_\_\_\_

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Date \_\_\_\_\_

Westchester County • Department of Finance • Treasury Division

## Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

### GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

### Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

### Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.



## **SCHEDULE "J"**

### **HIPAA Business Associate Terms**

Pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, Public Law 104-191, as codified at 42 U.S.C. § 1320d, including all pertinent regulations set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (hereinafter the "HIPAA Privacy Rule") issued by the U.S. Department of Health and Human Services as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 (the "HITECH Act"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), 42 U.S.C. §§ 17921, 17931-17932 and 17934 (Dec. 28, 2000), the **COUNTY OF WESTCHESTER** ("Covered Entity") and **THE CITY OF MOUNT VERNON**, One Roosevelt Square, Mount Vernon, New York 10550 ("Business Associate") (jointly "the Parties") agree that the following terms address the requirements of the HIPAA Privacy Rule and the HITECH Act with respect to "business associates," as that term is defined in the HIPAA Privacy Rule (the "HIPAA Schedule").

Specifically, the following terms are intended to ensure that the Business Associate will establish and implement appropriate safeguards (including certain administrative requirements) for "Protected Health Information" the Business Associate may create, receive, use, or disclose in connection with certain functions, activities, or services (collectively "Services") to be provided by Business Associate to Covered Entity pursuant to the Agreement.

#### **I. Definitions**

Catch-all definitions:

Any capitalized terms used in this HIPAA Schedule shall have the same meaning as those terms are defined under the HIPAA Privacy Rule.

Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this HIPAA Schedule, shall mean The City of Mount Vernon.
- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this HIPAA Schedule, shall mean the County of Westchester.

#### **II. Obligations and Activities of the Business Associate**

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Schedule or as Required By Law.
- (b) The Business Associate agrees to use the appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or Disclosure of the

Protected Health Information other than as provided for by this Schedule and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity pursuant to this HIPAA Schedule.

(c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or Disclosure of Protected Health Information by the Business Associate in violation of the requirements of this HIPAA Schedule.

(d) The Business Associate shall be directly responsible for full compliance with the relevant requirements of both the HIPAA Privacy Rule and Security Rule.

(e) The Business Associate shall implement and maintain reasonable and appropriate safeguards as are necessary to prevent the use, Disclosure or availability of Protected Health Information or electronic Protected Health Information that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity, other than as permitted by this HIPAA Schedule, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310 and 164.312. Business Associate shall comply with the policies and procedures and documentations requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. § 164.316 and the HITECH Act, 42 U.S.C. § 17931.

(f) The Business Associate's Agents. Business Associate agrees to ensure that any agent, including a Subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this HIPAA Schedule to Business Associate with respect to such information. This provision shall not, however, be deemed to provide Business Associate with a right to assign or subcontract its responsibilities, except as specifically provided in the Agreement. In the event Business Associate creates, maintains, receives or transmits electronic Protected Health Information on behalf of Covered Entity, Business Associate shall implement the safeguards required by Section 4.b. above with respect to electronic Protected Health Information.

(g) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the Business Associate agrees, if applicable, to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information as provided for in this HIPAA Schedule.

(h) Duties of Business Associate Involving Breach or Unauthorized Access, Use or Disclosure of Protected Health Information.

(i) The Business Associate shall report to Covered Entity any use or Disclosure of Protected Health Information not provided for by this HIPAA Schedule of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware.

(ii) A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer or other agent of Business Associate (determined in accordance with the federal common law of agency).

(iii) The Business Associate shall notify the Covered Entity within five (5) business days after discovery of any access, use or Disclosure of Protected Health Information not permitted by this HIPAA Schedule, any Security Incident involving electronic Protected Health Information and any Breach of Unsecured Protected Health Information of which Business Associate becomes aware and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take any prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized Disclosure required by applicable federal and state laws and regulations.

(iv) The Business Associate shall provide the following information to Covered Entity within ten (10) business days of discovery of a Breach except when, despite all reasonable efforts of Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances, Business Associate shall provide to Covered Entity the following information as soon as possible and without unreasonable delay, but in no event later than forty-five (45) calendar days from the date of discovery of a Breach:

- (A) the date of the Breach;
- (B) the date of the discovery of the Breach;
- (C) a general description of events leading up to and surrounding the Breach;
- (D) a description of the types of unsecured PHI that were involved;
- (E) a listing of the identification of each individual and/or class of individuals whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed; and
- (F) any other details necessary to complete an assessment of the risk of harm to the individual.

(i) The Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has Protected Health Information in a Designated Record Set.

(j) The Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity, if the Business Associate has Protected Health Information in a Designated Record Set.

(k) The Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity available to the Covered Entity, or to the Secretary of Health

and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

(l) The Business Associate agrees to document such Disclosures of Protected Health Information and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(m) The Business Associate agrees to provide to the Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with this Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(n) The Business Associate agrees, to the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations(s).

### **III. Permitted Uses and Disclosures by Business Associate**

#### **(a) General Use and Disclosure Provisions**

Except as otherwise limited in this HIPAA Schedule, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity.

#### **(b) Specific Use and Disclosure Provisions:**

- (i) Except as otherwise limited in this HIPAA Schedule, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (ii) Except as otherwise limited in this HIPAA Schedule, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that Disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (iii) Except as otherwise limited in this HIPAA Schedule, the Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (iv) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR 164.502(j)(1).

**IV. Prohibited Uses and Disclosures by Business Associate**

- (a) Business Associate shall not use or disclose Protected Health Information for marketing purposes or any other purpose not permitted by this Agreement or the Privacy Rule or HITECH Act.
- (b) Business Associate shall not disclose Protected Health Information to a health plan for payment or Health Care Operations purposes if the individual patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates as required by 42 U.S.C. § 17935(a).
- (c) Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, as described in 42 U.S.C. § 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

**V. Obligations of Covered Entity**

Provisions for the Covered Entity To Inform the Business Associate of Privacy Practices and Restrictions

- (a) The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or Disclosure of Protected Health Information.
- (b) The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or Disclosure of Protected Health Information.
- (c) The Covered Entity shall notify the Business Associate of any restriction to the use or Disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or Disclosure of Protected Health Information.

**VI. Permissible Requests by Covered Entity**

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR 164 if done by Covered Entity, except if the Business Associate will use or disclose Protected Health Information for, and the Agreement includes provisions for, Data Aggregation or management and administrative activities of Business Associate.

**VII. Breach of Provisions**

- (a) Upon the Covered Entity's knowledge of a material Breach by Business Associate of the terms of this HIPAA Schedule, Covered Entity shall



- (i) provide an opportunity for the Business Associate to cure the Breach or end the violation. Covered Entity shall terminate the Agreement if the Business Associate does not cure the Breach and end the violation within the time specified by Covered Entity;
- (ii) immediately terminate the Agreement if the Business Associate has breached a material term of this HIPAA Schedule and cure is not possible; or
- (iii) If neither termination nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

(b) Effect of Termination.

- (i) Except as provided in paragraph (b)(ii) below, upon termination of the Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
- (ii) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Schedule to such Protected Health Information and limit further uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**VIII. Miscellaneous**

(a) Regulatory References. A reference in this HIPAA Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. The Parties agree to take such action as is necessary to amend this HIPAA Schedule from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(c) Survival. The respective rights and obligations of the Business Associate under Sections II, III, and IV of this HIPAA Schedule shall survive the termination of the Agreement.

(d) Interpretation. Any ambiguity in this HIPAA Schedule shall be resolved in favor of a meaning that permits the Covered Entity to comply with the HIPAA Privacy Rule.

(e) If anything in this HIPAA Schedule conflicts with a provision of any other agreement on this matter, this HIPAA Schedule is controlling.



**SCHEDULE "K"**  
**WESTCHESTER COUNTY YOUTH BUREAU**  
**SAMPLE CORRECTIVE ACTION REQUEST**

To: Program Contact: Organization Name:	From: Name of YB Program Monitor
Program Name:	Email:
Action Request Date:	
Action Due by:	

☐ 1<sup>st</sup> Notice☐ 2<sup>nd</sup> Notice☐ Final Notice

Monitoring of the abovementioned program has identified one or more areas where corrective action is required. Please see the item(s) checked below along with monitor notes for the appropriate plan of action. All requests for corrective action(s) must be addressed within 30 days of this notice.

- ☐ Monthly Statistical Report(s) are outstanding.
- ☐ Quarterly Statistical Report(s) are outstanding.
- ☐ Annual Report is outstanding.
- ☐ Failure to respond to site visit request(s).
- ☐ Failure to submit fiscal claim(s).

**Program Monitor Notes:**

<p><b>SAMPLE</b></p>
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