



# Human Services, Human Rights & Equity Meeting Agenda

Committee Chair: Catherine Parker

800 Michaelian Office Bldg.  
148 Martine Avenue, 8th Floor  
White Plains, NY 10601  
www.westchesterlegislators.com

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**Monday, September 12, 2022**

**9:30 AM**

**Committee Room**

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## CALL TO ORDER

Joint with Budget and Appropriations and Health committees.

## MINUTES APPROVAL

July 18th, 2022 10:00 AM Minutes

## I. ITEMS FOR DISCUSSION

### [2022-365](#)     **ACT-WCHCC-SAAVE Program-Bilingual Services**

AN ACT authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for the term commencing January 1, 2022 through December 31, 2024 pursuant to which the WCHCC shall provide free culturally-competent bilingual services for victims of sexual assault residing in Westchester County.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, HUMAN SERVICES, HUMAN RIGHTS & EQUITY AND HEALTH**

Guest: Office for Women: Robi Schlaff, Director

### [2022-366](#)     **ACT-WCHCC-FACT Program-Forensic Medical Care**

AN ACT authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for a term commencing January 1, 2022 through December 31, 2024 pursuant to which the WCHCC shall operate its Forensic Acute Care Team (FACT) Program and provide forensic medical care for children/adolescents and adults.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, HUMAN SERVICES, HUMAN RIGHTS & EQUITY AND HEALTH**

Guest: Office for Women: Robi Schlaff, Director; Budget Dept.: Larry Soule, Director


## II. OTHER BUSINESS

## III. RECEIVE & FILE

## ADJOURNMENT

June 24, 2022

TO: Hon. Catherine Borgia, Chair  
Hon. Nancy Barr, Vice Chair  
Hon. Christopher Johnson, Majority Leader  
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer   
Westchester County Executive

RE: **Message Requesting Immediate Consideration: ACT – WCHCC –  
Sexual Assault, Abuse and Victim’s Empowerment Program –  
Bilingual Services.**

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This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 27, 2022 Agenda.

Transmitted herewith for your consideration and approval is an Act which, if adopted, would authorize the County of Westchester, acting by and through its Office for Women (the “County”) to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) pursuant to which WCHCC would provide free culturally-competent bilingual services for victims of sexual assault residing in Westchester County through its Sexual Assault, Abuse and Victim’s Empowerment (“SAAVE”) Program.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 27, 2022 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

George Latimer  
County Executive

June 24, 2022

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

Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration and approval is an Act which, if adopted, would authorize the County of Westchester, acting by and through its Office for Women (the "County") to enter into an agreement with the Westchester County Health Care Corporation ("WCHCC") pursuant to which WCHCC would provide free culturally-competent bilingual services for victims of sexual assault residing in Westchester County through its Sexual Assault, Abuse and Victim's Empowerment ("SAAVE") Program (the "Agreement").

The Agreement with the WCHCC would be for the term commencing on January 1, 2022 and continuing through December 31, 2024 for a total amount not-to-exceed Three Hundred Thousand (\$300,000.00) Dollars, payable in accordance with an approved budget.

According to the 2010 census, the foreign born population of Westchester county accounts for almost 24% of the population, evenly split between naturalized US citizens and non-citizens with Hispanics accounting for more than 20%. It is generally accepted that the number of Spanish-speaking mono and bi-lingual residents has been growing and is actually much greater than the numbers stated. The needs of this community for services for victims of sexual assault have increased commensurate with the increase in population. It is estimated that only 16% of sex crimes are actually reported statewide, making it difficult to accurately estimate the number in Westchester. The trauma associated with sexual violence creates a significant health burden for survivors of sexual assault. These health problems can lead to hospitalization, interruptions in ability to work, disability and death.

The services to be provided by the WCHCC through its SAAVE Program pursuant to the proposed Agreement will include access to a bilingual 24/7 hotline; crisis counseling and advocacy; accompaniment to appropriate resources including sexual assault exams, police, hospitals and other providers; comprehensive outreach; education; follow-up; and other related culturally-competent services.

Office of the County Executive

Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

Email: [CE@westchestergov.com](mailto:CE@westchestergov.com)  
Telephone: (914)995-2900

[westchestergov.com](http://westchestergov.com)

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

The Planning Department has advised that based on its review, the proposed agreement described above does not meet the definition of an “action” under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

I believe that entering into the agreement with WCHCC, on the terms set forth above, is in the best interests of the County. Therefore, I recommend your favorable action on the annexed proposed Act.

Sincerely,

A handwritten signature in black ink, appearing to read "George Latimer", written in a cursive style.

George Latimer  
County Executive

GL/RS/SB/jpg  
Attachment

**HONORABLE BOARD OF LEGISLATORS  
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a communication from the County Executive requesting that this Honorable Board authorize the County of Westchester, acting by and through its Office for Women (the “County”), to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) pursuant to which WCHCC would provide free culturally-competent bilingual services for victims of sexual assault residing in Westchester County through its Sexual Assault, Abuse and Victim’s Empowerment (“SAAVE”) Program for the term commencing on January 1, 2022 and continuing through December 31, 2024 (the “Agreement”).

Your Committee is advised that the foreign born population of Westchester county accounts for almost 24% of the population, evenly split between naturalized US citizens and non-citizens with Hispanics accounting for more than 20%. It is generally accepted that the number of Spanish-speaking mono and bi-lingual residents has been growing and is actually much greater than the numbers stated. The needs of this community for services for victims of sexual assault have increased with the increase in population. It is estimated that only 16% of sex crimes are actually reported statewide, making it difficult to accurately estimate the number in Westchester. The trauma associated with sexual violence creates a significant health burden for survivors of sexual assault. These health problems can lead to hospitalization, interruptions in ability to work, disability and death.

Your Committee is advised that the services to be provided by the WCHCC through its SAAVE Program pursuant to the proposed Agreement will include access to a bilingual 24/7 hotline; crisis counseling and advocacy; accompaniment to appropriate resources including sexual assault exams, police, hospitals and other providers; comprehensive outreach; education; follow-up; and other related culturally-competent services. In consideration for services rendered, the County shall pay the Corporation a total amount not-to-exceed Three Hundred Thousand (\$300,000.00) Dollars, payable in accordance with an approved budget.

The Planning Department has advised that based on its review, the proposed agreement described above does not meet the definition of an “action” under the State Environmental

Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

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

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

Dated: \_\_\_\_\_, 2022

White Plains, New York

**COMMITTEE ON**

C:JPG 5.13.22

# FISCAL IMPACT STATEMENT

SUBJECT: SAAVE Program

NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 100,000

Total Current Year Revenue \$ -

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

Additional Appropriations

Other (explain)

Identify Accounts: 263 11 111X 4380 (trust funded through interdepartmental plan with DSS)

Potential Related Operating Budget Expenses: Annual Amount \$0.00

Describe: 2022 not-to-exceed amount to provide bilingual services to victims of sexual assault through the SAAVE Program

Potential Related Operating Budget Revenues: Annual Amount \$0.00

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

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

Current Year: \$0.00

Next Four Years: \$200,000.00

2023-2024 not-to-exceed amount to operate the Sexual Assault, Abuse and Victim's Empowerment (SAAVE) Program (\$100,000 per year)

Prepared by: Stephanie Basilan

Title: Program Admin, CT Mangement

Department: Office for Women

Date: June 16, 2022

*dxo*  
Reviewed By:

*[Signature]*  
Budget Director

Date:

6/25/22



ACT NO. 2022 - \_\_\_\_\_

An Act authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for the term commencing January 1, 2022 through December 31, 2024 pursuant to which the WCHCC shall provide free culturally-competent bilingual services for victims of sexual assault residing in Westchester County.

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

**Section 1.** The County of Westchester (the “County”) is hereby authorized to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) to provide free culturally-competent bilingual services for victims of sexual assault residing in Westchester County through its Sexual Assault, Abuse and Victim’s Empowerment (“SAAVE”) Program, including but not limited to: access to a bilingual 24/7 hotline; crisis counseling and advocacy; accompaniment to appropriate resources including sexual assault exams, police, hospitals and other providers; comprehensive outreach; education; follow-up; and other related services for the term commencing on January 1, 2022 and terminating on December 31, 2024, in an amount not to exceed Three Hundred Thousand (\$300,000.00) Dollars, payable to WCHCC pursuant to an approved budget.

**§2.** The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all action necessary and appropriate to effectuate the purposes hereof.

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

**THIS AGREEMENT**, made the \_\_\_ day of \_\_\_\_\_, 2022 by and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the “County”)

and

**WESTCHESTER COUNTY HEALTH CARE CORPORATION**, a public benefit corporation of the State of New York, having an office and principal place of business at Executive Offices, Taylor Pavilion, C-2, 100 Woods Road, Valhalla, NY 10595

(hereinafter referred to as the “Corporation”)

**WITNESSETH:**

**WHEREAS**, the County, through its Office for Women (“OFW”), desires to provide free culturally-competent bilingual services for victims of sexual assault residing in Westchester County; and

**WHEREAS**, on November 16, 2021, OFW issued a Request for Proposals (the “RFP”) to solicit qualified agencies to perform such services for the County; and

**WHEREAS**, the Corporation submitted a proposal in response to the RFP (the “Proposal”) and, after evaluation thereof, was selected by OFW to provide said services for the County; and

**WHEREAS**, the Corporation desires to provide such services to the County through its Sexual Assault, Abuse and Victims Empowerment (“SAAVE”) Program for the compensation and on the terms herein provided; and

**WHEREAS**, on \_\_\_\_\_, 2022 the Westchester County Board of Legislators adopted Act No. \_\_\_\_-2022 authorizing the County to enter into an agreement with the Corporation for the above mentioned services; and

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties agree as follows:

**FIRST:** The Corporation shall provide free culturally-competent bilingual services for victims of sexual assault residing in Westchester County, as more particularly described in 1) the County’s RFP, portions of which are attached hereto and made a part hereof as Schedule “A”, and all of which is incorporated herein by reference; and 2) the Corporation’s Proposal under cover of letter dated December 14, 2021, portions of which are attached hereto and made a part hereof as Schedule “A-1” and all of which is incorporated herein by reference (hereinafter collectively the “Services”).

In the event of any conflict between the terms of this Agreement and the terms contained in the RFP or the Proposal, the following order of precedence shall apply with regard to determining the intent and meaning of the parties:

- 1) This Agreement
- 2) The County’s RFP
- 3) The Corporation’s Proposal

**SECOND:** For the Services rendered pursuant to Paragraph “FIRST,” the Corporation shall be paid a total amount not-to-exceed Three Hundred Thousand (\$300,000.00) Dollars, payable in accordance with the budget set forth in Schedule “B”, which is attached hereto and made a part hereof. The funding amount per year will not exceed One Hundred Thousand (\$100,000.00) Dollars. Notwithstanding anything contained in this Agreement to the contrary, the County will only pay the Corporation for Services actually rendered, in accordance with the budget set forth in Schedule “B”.

Any and all requests for payment made by the Corporation, including any request for partial payment made in proportion to the Work completed, shall be submitted by the Corporation on properly executed payment vouchers of the County and shall be submitted on a quarterly basis not later than the 15<sup>th</sup> day of the month following the quarter in which the Services were performed by the Corporation and paid only after approval by the Director of the Office for Women (the “Director”) or her designee, which approval shall not be unreasonably

withheld. In no event shall final payment be made to the Corporation prior to completion of all professional services, the submission of reports, if any, and the approval of same by the Director.

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during the calendar year shall utilize sequential numbering and be non-repeating.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Corporation for out of pocket expenses or disbursements made in connection with the services rendered or the Work to be performed hereunder.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Corporation as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this paragraph "SECOND," but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Corporation to cooperate with such 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 year following termination of this Agreement.

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 Corporation, then the Corporation 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 Corporation, then the Corporation shall have the right to terminate this Agreement upon reasonable prior written notice.

**THIRD:** This Agreement shall commence on January 1, 2022 (the “Commencement Date”) and shall expire on December 31, 2024, unless terminated sooner as provided for herein.

**FOURTH:** The Corporation shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

**FIFTH:** (a) The County, upon ten (10) days’ notice to the Corporation, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Corporation shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date in accordance with the budget set forth in Schedule “B”, which budget shall be *prorated* to the actual date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Corporation shall stop Services immediately and incur no further costs in furtherance of this Agreement without

the express approval of the Director, and the Corporation shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Corporation prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Services rendered by the Corporation. The Corporation shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Corporation of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Corporation of written notice thereof, 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 Services provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Corporation. Without limiting the foregoing, upon written notice to the Corporation, repeated breaches by the Corporation 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.

**SIXTH:** To the extent allowed by law and consistent with Westchester Medical Center's policy, the County shall be entitled to copies of all records compiled by the Corporation in completing the Services described in this Agreement, including but not limited to written reports, forms, test results, lab reports, studies, computer printouts, graphs, charts, and all other similar recorded data.

**SEVENTH:** Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All Services performed by a sub-contractor shall be deemed Services performed by the Corporation.

**EIGHTH:** The Corporation shall comply with all rules, regulations and licensing requirements pertaining to the services that it will provide under this Agreement.

**NINTH:** The Corporation 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.

**TENTH:** The Corporation 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 Corporation shall defend, indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the Corporation or third parties under the direction or control of the Corporation.

The County shall defend, indemnify and hold harmless the Corporation, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or third parties under the direction or control of the County.

**ELEVENTH:** 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 sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Office for Women  
112 East Post Road, Room 110B  
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 Corporation:

Kara Bennorth  
Executive Vice President & Chief Administrative Officer  
WMCHHealth  
100 Woods Road  
Valhalla, New York, 10595

with a copy to:

Office of Legal Affairs  
Westchester County Health Care Corporation  
Taylor Pavilion, C-2  
100 Woods Road  
Valhalla, New York 10595

**TWELFTH:** 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 persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule “D” is a Questionnaire entitled Business Enterprises Owned and Controlled by Women or Persons of Color. The Corporation agrees to complete the questionnaire attached hereto as Schedule “D,” as part of this Agreement.

Also, attached hereto and forming a part hereof as Schedule “E” is a questionnaire entitled “Required Disclosure of Relationships to County.” The Corporation agrees to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, the Corporation agrees to notify County in writing within ten (10) business days of such event.

**THIRTEENTH:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments 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.

**FOURTEENTH:** In the event of a conflict between the terms of this Agreement and the provisions of any Schedule attached hereto, the terms of this Agreement shall control.

**FIFTEENTH:** This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney and the Office of General Counsel to the Corporation.

**SIXTEENTH:** 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.

**SEVENTEENTH:** 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 17-B of the New York State Executive Law, the Contractor agrees to complete the questionnaire entitled "Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans", attached hereto as Schedule "E", as part of this Agreement.

**EIGHTEENTH: VENDOR DIRECT PAYMENT:** All payments made by the County to the Contractor will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Contractor acknowledges that it is already enrolled in the County's Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the Westchester County Finance Department directly.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, The County of Westchester and the Corporation have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

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

**WESTCHESTER COUNTY HEALTH CARE CORPORATION**

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

Approved by the Westchester County Board of Legislators by Act No. \_\_\_\_-2022 on the \_\_\_\_ day of \_\_\_\_\_, 2022.

Approved by the Westchester County Board of Acquisition and Contract on the \_\_\_\_ day of \_\_\_\_\_, 2022.

Approved:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester

S:\JPG\_CXX OFW\WCHICU\2022-2024 SAAVE Program Agmt

**ACKNOWLEDGMENT**

STATE OF NEW YORK        )

ss.:

COUNTY OF WESTCHESTER)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

DRAFT

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

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

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

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

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

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

was, at the time of execution  
\_\_\_\_\_  
(Title of such person)

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

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a  
Notary Public in and for said State, \_\_\_\_\_ personally appeared,  
personally known to me or proved to me on the basis of satisfactory evidence to be the officer  
described in and who executed the above certificate, who being by me duly sworn did depose  
and say that he/she resides at \_\_\_\_\_,  
and he/she is an officer of said corporation; that he/she is duly authorized to execute said  
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to  
such authority.

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

**SCHEDULE “A”**

The Corporation will provide free culturally-competent bilingual (English/Spanish) services for victims of sexual assault residing or receiving treatment in Westchester County including, but not limited to: a bilingual (English/Spanish), multicultural 24/7 hotline; use of Language Line or other translation service where required; short-term counseling provided by crisis counselor advocates; accompaniment to appropriate resources including police stations, hospitals and other providers; comprehensive outreach; education; follow-up; and other related services, as needed.

The individuals to whom the successful proposer will provide services will come through referral from medical facilities, social service agencies, community organizations, court assistance programs, law enforcement, recommendations, and self-referral. If, in the course of providing these services, the successful proposer finds that a client or prospective client should be referred for ancillary services to support that individual’s autonomy, the successful proposer shall refer clients accordingly and keep up-to-date information on available resources. In addition, the successful proposer must be, or will be by the start of the anticipated term specified in Section II(C) of the RFP, credentialed to accompany sexual assault victims to Westchester Medical Center and/or other facilities that require pre-credentialing.

DRAFT

**SCHEDULE “A-1”**

*(Corporation’s Proposal here)*

DRAFT

**SCHEDULE “B”**

<b>Westchester County Health Care Corporation</b>				
<b>Sexual Assault, Abuse and Victims Empowerment (SAAVE) Program</b>				
<b>1/1/2022 - 12/31/2022</b>				
<b><u>Personnel</u></b>				
<b>Name</b>	<b>Position</b>	<b>Annual Salary</b>	<b>FTE</b>	<b>2022 Budget</b>
Alvarez, Yocasta	Advocate	66,244	25.00%	16,561.00
Couzens, Karen	Advocate	58,091	25.00%	14,522.75
Sandberg, Alicia	Director	179,284	15.00%	26,892.60
Schatzle, Suzanne	Advocate	72,100	25.00%	18,025.00
<b>Subtotal Salaries</b>				<b>76,001.35</b>
<b>Subtotal Fringe (@ 26.75%)</b>				<b>20,330.36</b>
<b>Total Personnel</b>				<b>96,331.71</b>
<b><u>OTPS (Other than Personnel Services)</u></b>				
Equipment				
Supplies				2,023.33
Rent				
Utilities				
Telecommunications (\$137.08/month x 12 months)				1,644.96
Maintenance				
Travel				
Miscellaneous				
<b>Total OTPS</b>				<b>3,668.29</b>
<b>Total Budget</b>				<b>100,000.00</b>

OFWWMCB322 WEST. COUNTY HEALTH CARE CORPORATION – SAAVE PROGRAM

<b>Westchester County Health Care Corporation</b>				
<b>Sexual Assault, Abuse and Victims Empowerment (SAAVE) Program</b>				
<b>1/1/2023 - 12/31/2023</b>				
<b>Personnel</b>				
<b>Name</b>	<b>Position</b>	<b>Annual Salary</b>	<b>FTE</b>	<b>2023 Budget</b>
Alvarez, Yocasta	Advocate	68,231	25.00%	17,057.75
Couzens, Karen	Advocate	59,834	23.00%	13,761.82
Sandberg, Alicia	Director	184,663	15.00%	27,699.45
Schatzle, Suzanne	Advocate	74,263	25.00%	18,565.75
<b>Subtotal Salaries</b>				<b>77,084.77</b>
<b>Subtotal Fringe (@ 26.79%)</b>				<b>20,651.01</b>
<b>Total Personnel</b>				<b>97,735.78</b>
<b>OTPS (Other than Personnel Services)</b>				
<b>Equipment</b>				
<b>Supplies</b>				<b>619.26</b>
<b>Rent</b>				
<b>Utilities</b>				
<b>Telecommunications (\$137.08/month x 12 months)</b>				<b>1,644.96</b>
<b>Maintenance</b>				
<b>Travel</b>				
<b>Miscellaneous</b>				
<b>Total OTPS</b>				<b>2,264.22</b>
<b>Total Budget</b>				<b>100,000.00</b>



OFWWMCB322 WEST. COUNTY HEALTH CARE CORPORATION – SAAVE PROGRAM

<b>Westchester County Health Care Corporation</b>				
<b>Sexual Assault, Abuse and Victims Empowerment (SAAVE) Program</b>				
<b>1/1/2024 - 12/31/2024</b>				
<b>Personnel</b>				
<b>Name</b>	<b>Position</b>	<b>Annual Salary</b>	<b>FTE</b>	<b>2024 Budget</b>
Alvarez, Yocasta	Advocate	70,278	25.00%	17,569.50
Couzens, Karen	Advocate	61,629	20.00%	12,325.80
Sandberg, Alicia	Director	190,203	15.00%	28,530.45
Schatzle, Suzanne	Advocate	76,491	25.00%	19,122.75
<b>Subtotal Salaries</b>				<b>77,548.50</b>
<b>Subtotal Fringe (@ 26.71%)</b>				<b>20,713.20</b>
<b>Total Personnel</b>				<b>98,261.70</b>
<b>OTPS (Other than Personnel Services)</b>				
Equipment				
Supplies				93.34
Rent				
Utilities				
Telecommunications (\$137.08/month x 12 months)				1,644.96
Maintenance				
Travel				
Miscellaneous				
<b>Total OTPS</b>				<b>1,738.30</b>
<b>Total Budget</b>				<b>100,000.00</b>

**SCHEDULE "C"**

**STANDARD INSURANCE PROVISIONS**  
**(Municipality)**

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. 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.

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 PERSONS OF COLOR OR WOMEN**

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 corporation, 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

Name of Business Enterprise: \_\_\_\_\_

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

Name and Title of person completing questionnaire: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

**SCHEDULE "E"**

Contract #: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

*A potential County contractor must complete this form as part of the proposed County contract.*

- 1.) Are any of the employees that the Contractor 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 Contractor 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 Contractor or in any approved subcontractor that will be used for this contract?

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

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

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

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

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

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

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

<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"**  
**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 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive 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.*

Name of Firm/Business Enterprise: \_\_\_\_\_

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

Name/Title of Person completing Questionnaire: \_\_\_\_\_

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

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

\_\_\_\_\_  
 Notary Public  
 Date:



June 24, 2022

TO: Hon. Catherine Borgia, Chair  
Hon. Nancy Barr, Vice Chair  
Hon. Christopher Johnson, Majority Leader  
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer   
Westchester County Executive

RE: **Message Requesting Immediate Consideration: ACT – WCHCC –  
Forensic Acute Care Team Program – Forensic Medical Care.**

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This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 27, 2022 Agenda.

Transmitted herewith for your consideration and approval is an Act which, if adopted, would authorize the County of Westchester, acting by and through its Office for Women, (the “County”) to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) pursuant to which WCHCC would operate its Forensic Acute Care Team (“FACT”) Program and provide forensic medical care for children/adolescents and adults.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 27, 2022 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

George Latimer  
County Executive

June 24, 2022

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

Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration and approval is an Act which, if adopted, would authorize the County of Westchester, acting by and through its Office for Women, (the "County") to enter into an agreement with the Westchester County Health Care Corporation ("WCHCC") pursuant to which WCHCC would operate its Forensic Acute Care Team ("FACT") Program and provide forensic medical care for children/adolescents and adults.

The agreement with the WCHCC would be for the term commencing on January 1, 2022 and continuing through December 31, 2024 for a total amount not-to-exceed Three Hundred Twenty-Two Thousand Five Hundred Seventy-Five Dollars (\$322,575.00). The funding amount per year will not exceed One Hundred Seven Thousand Five Hundred Twenty-Five Dollars (\$107,525.00).

In 2013, WCHCC established the FACT Program in response to the growing need for improved quality care for acute services for adolescents ages 12 to 18, offering forensic medical care to all children/adolescents presenting with concerns for acute sexual abuse or assault. The FACT Program has since experienced an increase in adult patients. By the end of September 2014 patients over the age of 18 had increased by 44%. Therefore, in 2015, WCHCC expanded its FACT Program to include adult patients. Between 2016 and 2018, nearly 750 patients were served by the FACT Program, the majority of which were adults. During that time, WCHCC has also provided ongoing education and training to over 150 medical staff, advocates and other service providers.

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

The Planning Department has advised that based on its review, the proposed agreement described above does not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

Office of the County Executive

Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

Telephone: (914)995-2900 E-mail: (914) ceo@westchestergov.com



I believe that entering into the agreement with WCHCC on the terms set forth above is in the best interests of the County. Therefore, I recommend your favorable action on the annexed proposed Act.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George Latimer". The signature is fluid and cursive, with a large initial "G" and a long, sweeping underline.

George Latimer  
County Executive

GL/RS/SB/jpg  
Attachment

**HONORABLE BOARD OF LEGISLATORS  
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a communication from the County Executive requesting that your Honorable Board authorize the County of Westchester (the “County”), acting by and through its Office for Women, to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) pursuant to which WCHCC would operate its Forensic Acute Care Team (“FACT”) Program and provide forensic medical care for children/adolescents and adults for the term commencing on January 1, 2022 and continuing through December 31, 2024 for a total amount not-to-exceed Three Hundred Twenty-Two Thousand Five Hundred Seventy-Five Dollars (\$322,575.00). The funding amount per year will not exceed One Hundred Seven Thousand Five Hundred Twenty-Five Dollars (\$107,525.00).

Your Committee has been advised that in 2013, WCHCC established the FACT Program in response to the growing need for improved quality care for acute services for adolescents ages 12 to 18, offering forensic medical services to all children/adolescents presenting with concerns for acute sexual abuse or assault. Your Committee has further been advised that the FACT Program experienced an increase in adult patients since its inception and that by the end of September 2014 patients over the age of 18 had increased by 44%. Therefore, in 2015, WCHCC expanded its FACT Program to include adult patients. Between 2016 and 2018, nearly 750 patients were served by the FACT Program, the majority of which were adults. During that time, WCHCC has also provided ongoing education and training to over 150 medical staff, advocates and other service providers.

The Planning Department has advised that based on its review, the proposed agreement described above does not meet the definition of an “action” under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

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

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

Dated: \_\_\_\_\_, 2022

White Plains, New York

**COMMITTEE ON**  
S Con JFG CXX OFW WCHCC 2022-2024 FACT

# FISCAL IMPACT STATEMENT

SUBJECT: FACT Program

NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 107,525

Total Current Year Revenue \$ -

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

Additional Appropriations

Other (explain)

Identify Accounts: 101 11 0900 4380

Potential Related Operating Budget Expenses: Annual Amount \$107,525.00

Describe: 2022 not-to-exceed amount to operate the Forensic Acute Care Team (FACT) Program

Potential Related Operating Budget Revenues: Annual Amount \$0.00

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

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

Current Year: \$0.00

Next Four Years: \$215,050.00

2023-2024 not-to-exceed amount to operate the FACT Program (\$107,525 per year)

Prepared by: Stephanie Basilan

Title: Program Admin, CT Mangement

Department: Office for Women

Date: June 16, 2022

*EJO*  
Reviewed By: 

Budget Director

Date: 6/23/22

ACT NO. 2022 - \_\_\_\_\_

An Act authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for a term commencing January 1, 2022 through December 31, 2024 pursuant to which the WCHCC shall operate its Forensic Acute Care Team (FACT) Program and provide forensic medical care for children/adolescents and adults.

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

**Section 1.** The County of Westchester is hereby authorized to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) for a term commencing January 1, 2022 through December 31, 2024 pursuant to which the WCHCC shall operate its Forensic Acute Care Team (“FACT”) Program and provide forensic medical care for children/adolescents and adults for a total amount not-to-exceed Three Hundred Twenty-Two Thousand Five Hundred Seventy-Five Dollars (\$322,575.00). The funding amount per year will not exceed One Hundred Seven Thousand Five Hundred Twenty-Five Dollars (\$107,525.00).

**§2.** The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all action necessary and appropriate to effectuate the purposes hereof.

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

**THIS AGREEMENT**, made the \_\_\_\_ day of \_\_\_\_\_, 2022 by  
and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the “County”)

and

**WESTCHESTER COUNTY HEALTH CARE CORPORATION**, a public benefit corporation of the State of New York, having an office and principal place of business at Executive Offices, Taylor Pavilion, C-2, 100 Woods Road, Valhalla, NY 10595

(hereinafter referred to as the “Corporation”)

**W I T N E S S E T H :**

**WHEREAS**, in 2013, the Corporation established the Forensic Acute Care Team (“FACT”) Program in response to the growing need for improved quality care for acute services for adolescents ages 12 to 18, offering forensic medical care for all children/adolescents presenting with concerns for acute sexual abuse or assault; and

**WHEREAS**, in 2015, the Corporation expanded its FACT Program to cover an increased volume of patients in the adult Department of Health Sexual Assault protocol at the Valhalla Campus of Westchester Medical Center; and

**WHEREAS**, the County has engaged the Corporation to provide certain forensic medical services as more fully described in Schedule “A” which is attached hereto and made a part hereof; and

**WHEREAS**, the County desires to enter into an Agreement with the Corporation to provide forensic medical care to children/adolescents and adults through its FACT Program; and



**WHEREAS**, the Corporation desires to provide such services to the County for the compensation and on the terms herein provided; and

**WHEREAS**, on \_\_\_\_\_ the Westchester County Board of Legislators adopted Act No. \_\_\_\_-2022 authorizing the County to enter into an agreement with the Corporation for the above mentioned services; and

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties agree as follows:

**FIRST**: The Corporation shall provide the services (“Work”) described in Schedule “A” which is attached hereto and made a part hereof.

**SECOND**: For the services rendered pursuant to Paragraph “FIRST,” the Corporation shall be paid a total amount not-to-exceed Three Hundred Twenty-Two Thousand Five Hundred Seventy-Five Dollars (\$322,575.00), payable quarterly, in the manner and at the rates set forth in Schedule “B.” The funding amount per year will not exceed One Hundred Seven Thousand Five Hundred Twenty-Five Dollars (\$107,525.00).

Any and all requests for payment made by the Corporation, including any request for partial payment made in proportion to the Work completed, shall be submitted by the Corporation on properly executed payment vouchers of the County and shall be submitted on a quarterly basis not later than the 15<sup>th</sup> day of the month following the quarter in which the Work was performed by the Corporation and paid only after approval by the Director of the Office for Women (the “Director”) or her designee, which approval shall not be unreasonably withheld. In no event shall final payment be made to the Corporation prior to completion of all professional services, the submission of reports, if any, and the approval of same by the Director.

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during the calendar year shall utilize sequential numbering and be non-repeating.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Corporation for out of pocket expenses or disbursements made in connection with the services rendered or the Work to be performed hereunder.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Corporation as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this paragraph “SECOND,” but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Corporation to cooperate with such 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 year following termination of this Agreement.

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

Corporation, then the Corporation 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 Corporation, then the Corporation shall have the right to terminate this Agreement upon reasonable prior written notice.

**THIRD:** This Agreement shall commence on January 1, 2022 (the “Commencement Date”) and shall expire on December 31, 2024, unless terminated sooner as provided for herein.

**FOURTH:** The Corporation shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

**FIFTH:** (a) The County, upon ten (10) days’ notice to the Corporation, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Corporation shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination, which shall be prorated in accordance with the budget set forth in Schedule “B.” Upon receipt of notice that the County is terminating this Agreement in its best interests, the Corporation shall stop Work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Corporation shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Work rendered by the Corporation prior to the date of termination, it is understood and agreed that the Director shall determine the

value of such Work rendered by the Corporation. The Corporation shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Corporation of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Corporation of written notice thereof, 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 its completion, and any additional expense or cost of such completion shall be charged to and paid by the Corporation. Without limiting the foregoing, upon written notice to the Corporation, repeated breaches by the Corporation 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.

**SIXTH:** To the extent allowed by law and consistent with Westchester Medical Center's policy, the County shall be entitled to copies of all records compiled by the Corporation in completing the Work described in this Agreement, including but not limited to written reports, forms, test results, lab reports, studies, computer printouts, graphs, charts, and all other similar recorded data.

**SEVENTH:** Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a sub-contractor shall be deemed work performed by the Corporation.

**EIGHTH:** The Corporation shall comply with all rules, regulations and licensing requirements pertaining to the services that it will provide under this Agreement.

**NINTH:** The Corporation 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.

**TENTH:** The Corporation 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 Corporation shall defend, indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the Corporation or third parties under the direction or control of the Corporation.

The County shall defend, indemnify and hold harmless the Corporation, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or third parties under the direction or control of the County.

**ELEVENTH:** 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 sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Office for Women  
112 East Post Road, Room 110B  
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 Corporation:

Kara Bennorth  
Executive Vice President & Chief Administrative Officer  
WMCHHealth  
100 Woods Road  
Valhalla, New York, 10595

with a copy to:

Office of Legal Affairs  
Westchester County Health Care Corporation  
Taylor Pavilion, C-2  
100 Woods Road  
Valhalla, New York 10595

**TWELFTH:** 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 persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule “D” is a Questionnaire entitled Business Enterprises Owned and Controlled by Women or Persons of Color. The Corporation agrees to complete the questionnaire attached hereto as Schedule “D,” as part of this Agreement.

Also, attached hereto and forming a part hereof as Schedule “E” is a questionnaire entitled “Required Disclosure of Relationships to County.” The Corporation agrees to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, the Corporation agrees to notify County in writing within ten (10) business days of such event.

**THIRTEENTH:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments 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.

**FOURTEENTH:** In the event of a conflict between the terms of this Agreement and the provisions of any Schedule attached hereto, the terms of this Agreement shall control.

**FIFTEENTH**: This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney and the Office of General Counsel to the Corporation.

**SIXTEENTH**: 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.

**SEVENTEENTH**: 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 17-B of the New York State Executive Law, the Contractor agrees to complete the questionnaire entitled "Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans", attached hereto as Schedule "F", as part of this Agreement.

**EIGHTEENTH**: **VENDOR DIRECT PAYMENT**: All payments made by the County to the Contractor will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Contractor acknowledges that it is already enrolled in the County's Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the Westchester County Finance Department directly.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, The County of Westchester and the Corporation have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

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

**WESTCHESTER COUNTY HEALTH CARE CORPORATION**

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

Approved by the Westchester County Board of Legislators by Act No. \_\_\_\_-2022 on the \_\_\_\_ day of \_\_\_\_\_, 2022.

Approved by the Westchester County Board of Acquisition and Contract on the \_\_\_\_ day of \_\_\_\_\_, 2022.

Approved:

\_\_\_\_\_  
Sr. Assistant County Attorney  
The County of Westchester  
S. Con JPC/CXX OF W CHCC FACT 2022-24



**ACKNOWLEDGMENT**

STATE OF NEW YORK            )

ss.:

COUNTY OF WESTCHESTER)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

**SCHEDULE “A”**  
**PROGRAM DESCRIPTION**

The Corporation shall operate its Forensic Acute Care Team (“FACT”) Program and provide services to children/adolescents and adults at the Valhalla Campus of Westchester Medical Center (“WMC”).

The Corporation shall provide state-of-the-art, patient-centered forensic medical care to patients presenting with concerns for sexual abuse/assault who reside in Westchester County, or report assault/abuse that occurred within Westchester County.

Such services include:

- Responding within one hour to Westchester Medical Center
- Conducting those elements of the forensic medical assessment that the patient opts to have, including:
  - obtaining medical history and brief history of the assault and type(s) of contact (for the purposes of diagnosis and treatment)
  - evidence collection
  - colposcopic and/or photo documentation of external genitalia when applicable
  - photo documentation of non-genital skin findings
  - completion of required documentation
  - completion of the Forensic Rape Examination (FRE) form
  - discussion of prophylactic medications with Attending Physician Facilitating age and situation appropriate follow up plans

The Corporation will also provide consultation and testimony when applicable for the Westchester County District Attorney’s Office for cases involving criminal activities reported to have occurred in Westchester County whereby there was either no forensic assessment, or the patient/victim had services elsewhere.

[NO FURTHER TEXT ON THIS PAGE]

**SCHEDULE “B”**  
**SCOPE OF SERVICES AND APPROVED BUDGET**

The Corporation shall respond to 100% of patients presenting to WMC with concerns for sexual abuse and/or sexual assault in accordance with the standards described in SCHEDULE “A.” It is anticipated that 250 patients will be served on an annual basis during the contract term.

The Corporation shall provide trainings to four hospitals on methods for patient transfer to WMC, when appropriate, on an annual basis during the contract term.

The Corporation shall provide the aforementioned services through a physician coordinator, a nurse coordinator and on-call providers (identified in the budget below).

[NO FURTHER TEXT ON THIS PAGE]

DRAFT

OFWWMCA322 WEST. COUNTY HEALTH CARE CORPORATION – FACT PROGRAM

Westchester County Health Care Corporation			
Forensic Acute Care Team (FACT) Program			
1/1/2022 - 12/31/2022			
<u>Personnel</u>			2022
Name	Position		Budget
Variable On-Call Staff	On-Call 0-Adult 24/7 (Single Coverage)		
	Monday thru Friday	Up to 3,120 hours @ \$8.00/hour	\$24,960.00
	Nights	Up to 3,120 hours @ \$12.00/hour	\$37,440.00
	Weekends (Sat & Sun)	Up to 2,496 hours @ \$15.00/hour	\$37,440.00
	Holidays	Up to 288 hours @ \$20.00/hour	\$5,760.00
	Meeting/Educational Time	Up to 32.5 hours @ \$60.00/hour	\$1,925.00
<b>Subtotal Salaries</b>			<b>\$107,525.00</b>
<b>Subtotal Fringe</b>			<b>\$0.00</b>
<b>Total Personnel</b>			<b>\$107,525.00</b>
<b><u>OTPS (Other than Personnel Services)</u></b>			
Equipment			-
Supplies			
Rent			
Utilities			
Telecommunications			
Maintenance			
Travel			
Miscellaneous			
<b>Total OTPS</b>			<b>-</b>
<b>Total Consulting Services</b>			<b>-</b>
<b>Total Budget</b>			<b>\$107,525.00</b>

OFWWMCA322 WEST. COUNTY HEALTH CARE CORPORATION – FACT PROGRAM

<b>Westchester County Health Care Corporation</b>			
<b>Forensic Acute Care Team (FACT) Program</b>			
<b>1/1/2023 - 12/31/2023</b>			
<b>Personnel</b>			<b>2023</b>
<b>Name</b>	<b>Position</b>		<b>Budget</b>
<b>Variable On-Call Staff</b>	<b>On-Call O-Adult 24/7 (Single Coverage)</b>		
	Monday thru Friday	Up to 3,120 hours @ \$8.00/hour	\$24,960.00
	Nights	Up to 3,120 hours @ \$12.00/hour	\$37,440.00
	Weekends (Sat & Sun)	Up to 2,496 hours @ \$15.00/hour	\$37,440.00
	Holidays	Up to 288 hours @ \$20.00/hour	\$5,760.00
	Meeting/Educational Time	Up to 32.5 hours @ \$60.00/hour	\$1,925.00
<b>Subtotal Salaries</b>			<b>\$107,525.00</b>
<b>Subtotal Fringe</b>			<b>\$0.00</b>
<b>Total Personnel</b>			<b>\$107,525.00</b>
<b><u>OTPS (Other than Personnel Services)</u></b>			
Equipment			-
Supplies			
Rent			
Utilities			
Telecommunications			
Maintenance			
Travel			
Miscellaneous			
<b>Total OTPS</b>			<b>-</b>
<b>Total Consulting Services</b>			<b>-</b>
<b>Total Budget</b>			<b>\$107,525.00</b>

OFWWMCA322 WEST. COUNTY HEALTH CARE CORPORATION – FACT PROGRAM

<b>Westchester County Health Care Corporation</b>		
<b>Forensic Acute Care Team (FACT) Program</b>		
<b>1/1/2024 - 12/31/2024</b>		
<b>Personnel</b>		<b>2024</b>
<b>Name</b>	<b>Position</b>	<b>Budget</b>
Variable On-Call Staff	On-Call 0-Adult 24/7 (Single Coverage)	
	Monday thru Friday	Up to 3,120 hours @ \$8.00/hour \$24,960.00
	Nights	Up to 3,120 hours @ \$12.00/hour \$37,440.00
	Weekends (Sat & Sun)	Up to 2,496 hours @ \$15.00/hour \$37,440.00
	Holidays	Up to 288 hours @ \$20.00/hour \$5,760.00
	Meeting/Educational Time	Up to 32.5 hours @ \$60.00/hour \$1,925.00
<b>Subtotal Salaries</b>		<b>\$107,525.00</b>
<b>Subtotal Fringe</b>		<b>\$0.00</b>
<b>Total Personnel</b>		<b>\$107,525.00</b>
<b><u>OTPS (Other than Personnel Services)</u></b>		
Equipment		-
Supplies		
Rent		
Utilities		
Telecommunications		
Maintenance		
Travel		
Miscellaneous		
<b>Total OTPS</b>		<b>-</b>
<b>Total Consulting Services</b>		<b>-</b>
<b>Total Budget</b>		<b>\$107,525.00</b>

**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**  
**(Consultant)**

1. Prior to commencing work, and throughout the term of the Agreement, the Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Consultant 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 Consultant'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 Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Consultant 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 Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.



2 The Consultant 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) a) 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 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) Consultant's Professional Liability. The Consultant shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

3. All policies of the Consultant 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 Consultant.

DRAFT

## SCHEDULE "D"

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

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 corporation, 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

Name of Business Enterprise: \_\_\_\_\_

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

Name and Title of person completing questionnaire: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

**SCHEDULE "E"**

Contract #: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

*A potential County contractor must complete this form as part of the proposed County contract.*

1.) Are any of the employees that the Contractor 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 Contractor 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 Contractor or in any approved subcontractor that will be used for this contract?

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

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

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

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

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

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

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

<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"**  
**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 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive 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.*

Name of Firm/Business Enterprise: \_\_\_\_\_

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

Name/Title of Person completing Questionnaire: \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public  
Date: