

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which, if adopted, would authorize the County of Westchester (“County”), acting by and through the Westchester County Youth Bureau (“Youth Bureau”), to enter into separate inter-municipal agreements (“IMAs”) with the Cities of Mount Vernon, New Rochelle, Peekskill, Yonkers and White Plains, and the Villages of Ossining and Port Chester, through their respective youth bureaus, and the Town of Greenburgh, through its community center (collectively the “Municipalities” or individually a “Municipality”), pursuant to which the Municipalities will provide summer youth employment and training services to eligible Westchester youth, for a term commencing retroactively on July 1, 2025 and continuing through September 30, 2025, for a total aggregate amount not to exceed \$133,333.36, payable as invoiced and in accordance with an approved budget, subject to appropriations. It is anticipated that the County will pay each Municipality an amount not to exceed \$16,666.67 under their respective IMAs.

Your Committee is advised that the Youth Bureau has been awarded a grant by the New York Presbyterian Hospital in the amount of \$150,000.00 (“NYPH Grant”) to administer the Summer Youth Employment Program, which will provide youth from the Municipalities with opportunities to explore career paths, develop their professional skills, and earn income that may contribute to their basic needs, such as food, clothing, and school supplies (the “Program”). The objective of the Program is to provide youth between the ages 16-24 from families with low to moderate incomes with a six-week comprehensive program that will provide participants with initial introductions to the workplace and help youth acquire and develop transferable, employability skills.

In addition to the IMAs, the County will also enter into a contract with the Boys and Girls Club of Northern Westchester (“BGCNW”) pursuant to which BGCNW will provide summer youth employment and training services funded by the NYPH Grant. Authority for the BGCNW contract, and for the NYPH Grant, has been requested from the County’s Board of Acquisition & Contract.

Your Committee is further advised that the Youth Bureau plans to use the remaining balance of the NYPH Grant funds received to hold a County-wide event for the youth participating in the Program.

The procurement of Program is exempt from the requirements of the Westchester County Procurement Policy and Procedures (the "Policy"), as set forth in Section 3(a)(xviii) of the Policy.

The Department of Planning has advised that, based on its review, the proposed action does not meet the definition of an "action" under the State Environmental Quality Review Act, and its implementing regulations, 6 NYCRR, Part 617 ("SEQRA"). Therefore, no environmental review is required. Please refer to the Memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that the passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board.

Based upon the foregoing, your Committee recommends the adoption of the attached Act authorizing the IMAs in order to effectively carry out the Program.

Dated: September 22nd, 2025
White Plains, New York

c: mc2 7.15.25

COMMITTEE ON

James J. Williams John

Alfa

Walt

Yancy & Sam

David Ann

Cal Pal
Doris J. Jubis
9/22/25

Veterans, Seniors & Youth
9-22-2025

Budget & Appropriations 9-22-2025

FISCAL IMPACT STATEMENT

SUBJECT: New York-Presbyterian Hospital

☒ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

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

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 150000

Total Current Year Revenue \$ 150,000

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: Operating Acct: 101-11-0400-4380; Recovery 101-11-0400-9425

Potential Related Operating Budget Expenses: Annual Amount \$ 150,000

Describe: To provide summer youth employment and training experiences for 60 eligible Westchester youth between the ages 16-24 from families with low to moderate incomes, for a term commencing on July 1, 2025 - September 30, 2025. Subcontracts with Mount Vernon, New Rochelle, Ossining, Peekskill, White Plains, Greenburgh, Port Chester, Yonkers and Boys & Girls Club of Northern Westchester

Potential Related Revenues: Annual Amount \$ 150,000

Describe: Grant from New York Presbyterian Hospital to provide summer youth employment and training services for 60 youth.

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

Current Year: \$0.00

Next Four years: Same as above

Prepared by: Gregg Peterson

Title: Financial Coordinator

Department: CEO/Youth Bureau

Reviewed By: 

Budget Director 7/24/25

If you need more space, please attach additional sheets.

ACT NO. 2025 - ____

AN ACT authorizing the County of Westchester to enter into separate inter-municipal agreements with the Cities of Mount Vernon, New Rochelle, Peekskill, Yonkers and White Plains, and the Villages of Ossining and Port Chester, through their respective youth bureaus, and the Town of Greenburgh, through its community center, pursuant to which the municipalities will provide summer youth employment and training services to eligible Westchester youth.

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

Section 1. The County of Westchester, acting by and through the Westchester County Youth Bureau, (“County”) is hereby authorized to enter into separate inter-municipal agreements (“IMAs”) with the Cities of Mount Vernon, New Rochelle, Peekskill, Yonkers and White Plains, and the Villages of Ossining and Port Chester, through their respective youth bureaus, and the Town of Greenburgh, through its community center (collectively the “Municipalities” or individually a “Municipality”), pursuant to which the Municipalities will provide summer youth employment and training services for eligible Westchester youth between the ages 16-24 from families with low to moderate incomes. The term of each IMA will commence retroactively on July 1, 2025 and continue through September 30, 2025. Pursuant to the IMAs, the County shall reimburse the Municipalities a total aggregate amount not to exceed \$133,333.36, payable as invoiced, pursuant to an approved budget and subject to appropriations.

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

§3. This Act shall take effect immediately.

INTERMUNICIPAL AGREEMENT

THIS INTER MUNICIPAL AGREEMENT (“Agreement”), made _____, 2025,
by and between:

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

MUNICIPALITY, a municipal corporation of the State of New York, having an office and place of business at **ADDRESS** (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County, through the Youth Bureau, has been awarded a grant from The New York Presbyterian Hospital (the “NYPH”) to provide a summer youth employment and training program (the “Program”) for eligible youth from Westchester County; and

WHEREAS, the County desires to enter into a contract with the Municipality to provide said services; and

WHEREAS, the Municipality desires to provide such services.

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

FIRST: The Municipality shall provide the Program for eligible Westchester youth between the ages 16-24 from families with low to moderate incomes, as more particularly described in Schedule “A”, which is attached hereto and made a part hereof (hereinafter the “Work”). The Work shall be carried out by the Municipality in accordance with current industry standards and trade practices.

The Municipality shall ensure that the Work and all services provided for hereunder shall conform in every respect to all applicable Federal, State and local laws, rules, regulations and ordinances and shall be performed to the complete satisfaction of the Executive Director of the Westchester County Youth Bureau.

SECOND: The term of this Agreement shall commence on July 1, 2025 and shall continue through September 30, 2025, unless terminated earlier pursuant to the provisions of this Agreement.

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

THIRD: For the Work to be performed pursuant to Paragraph "FIRST", the Municipality shall be paid an amount not to exceed Sixteen Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$16,666.67), payable quarterly, pursuant to the budget attached hereto and made a part hereof as Schedule "B" (the "Budget"). Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the Work to be performed hereunder.

Payment under this Agreement shall be made after submission by the Municipality of an invoice, which shall be uniquely numbered, and paid only after approval of the invoice by the Director. In no event shall payment be made to the Municipality prior to completion of all Work and the approval of same by the Director.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

The Municipality expressly represents that the Budget lists true and anticipated costs of personnel and other costs of service to be rendered by the Municipality in performing the Work. In the event that actual operating expenses may exceed anticipated expenses detailed in the Budget, the Municipality will submit a written request for budget modification and the County will respond in writing to such request within sixty (60) days. Such budget modification request must be approved and authorized prior to expenditure by the Municipality. Nothing herein shall be construed as requiring the County to approve a budget modification request or as consent to the Municipality's reduction of services if such consent is not granted. The Municipality is solely

responsible for any over-expenditure or improper expenditure relating to this Agreement and the County assumes no responsibility for any over-expenditure or improper expenditure of the money provided to the Municipality hereunder.

Conversely, in the event that actual operating expenses may be less than the anticipated expenses detailed in the Budget, the Municipality shall submit a written request for budget modification and the County will respond in writing to such request within sixty (60) days. If the County determines that the unneeded funds may be utilized by the Municipality for other approved reimbursable Work purposes, the County shall consider a budget modification to reallocate the unneeded funds to other Work purposes. Nothing herein shall be construed as requiring the County to approve a budget modification request or as consent to the Municipality's reallocation of funds to other Work purposes if such consent is not expressly granted. Such budget modification request must be approved and authorized prior to expenditure by the Municipality.

FOURTH: Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Municipality 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 Agreement, 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 Municipality 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 (1) year following termination of this Agreement.

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

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Municipality under this

Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this agreement.

Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records related to this Agreement for a period of six (6) years after the expiration or termination of this Agreement.

FIFTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from NYPH to operate the Program.

If, for any reason, the full amount of said funds is not paid over or made available to the County by NYPH, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

SIXTH: (a) The County, upon ten (10) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality agrees to:

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

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

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

In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Work rendered by the Municipality. The Municipality 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 Municipality of any of the terms of the Agreement and such breach either, (i) remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, or (ii) is not capable of being cured, the County, in addition to any other right or remedy it might have, may

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

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

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

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

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

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

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

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

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

ELEVENTH: All records or recorded data of any kind compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without

the express written consent of the Director. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

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

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

TWELFTH: The Municipality hereby agrees that any document, record or recorded data of any kind delivered to the County pursuant to this Agreement, which the County intends to digitally publish and make available on the Internet or Intranet, shall comply with the most current standards set forth in both, (a) Section 508 of the federal Rehabilitation Act of 1973, as amended; and (b) the Web Content Accessibility Guidelines (WCAG) (collectively, the “Accessibility Standards”), pursuant to the goals and objectives of the Americans with Disabilities Act of 1990 and the County’s Digital Content Accessibility Policy, which is linked hereto and made a part hereof: <https://www.westchestergov.com/digital-content-accessibility-policy>. The Accessibility Standards shall not apply to drafts or non-final versions of any such documents, unless the County, in writing, specifies otherwise.

The Municipality must demonstrate compliance with the Accessibility Standards and may do so using third-party accessibility ‘checker’ software, manual checking or any another suitable method acceptable to the County. Further, the County may require the Municipality, at the Municipality’s sole cost and expense, to certify compliance with the Accessibility Standards.

If the County determines that a document or other deliverable does not meet the Accessibility Standards, the Municipality shall, at its sole cost and expense, promptly remedy such non-compliance. In the event the Municipality does not promptly remedy any such non-compliant issues or deficiencies, the County may exercise any rights and remedies available to it at law or equity, including, but not limited to, the right to remedy said issues or deficiencies, in which event the County shall either seek reimbursement from the Municipality for any such costs and expenses incurred by the County in connection therewith, to be paid within thirty (30) days from receipt of written notice thereof, or offset such costs and expenses against any amounts due to the Municipality under the Agreement or other agreements.

THIRTEENTH: The Municipality agrees to ensure that the grounds, structures, buildings and furnishings at the site or sites of the Work are maintained in good repair and free from any danger to health and safety. The Municipality further agrees to ensure that any buildings or structures housing its Work comply with all applicable laws, including, but not limited to, zoning, building, health, sanitation and fire safety.

FOURTEENTH: Without limiting the right of the County to require additional reports regarding the Work hereunder, the Municipality shall provide the County with an annual report. Where possible, all materials submitted pursuant to this paragraph shall delineate the relationship of the Department sponsored Works and funds, to the total youth services offered by the Municipality.

In addition to the above, the Municipality agrees to furnish all reports and materials necessary to permit the County to fulfill its own reporting requirements.

FIFTEENTH: The Municipality shall make available required office space and equipment necessary to provide the services described herein and shall provide qualified and trained personnel for supervision and fiscal management of the Work conducted by the Municipality hereunder. The Municipality's Board of Directors, the Project Director (the Executive Director of the Municipality) or his/her authorized designee shall attend required meetings as requested by the Director. The Director shall participate in the selection of the Project Director who shall be an employee of the Municipality and responsible for the management of the Work.

SIXTEENTH: Subject to County approval, title of any equipment purchased by the Municipality, pursuant to the terms of this Agreement may be retained by that Municipality, upon completion of the term of its Agreement with the County, and upon the condition that such equipment will be used for the benefit of the youth served by the Municipality.

SEVENTEENTH: The Municipality agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion. The Municipality further agrees that if it is, or is deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, in providing services pursuant to this Agreement, it will:

a) not discriminate against any employee or applicant for employment on the basis of religion, and will not limit or give preference in employment to persons on the basis of religion.

b) not discriminate against any youth seeking to participate or participating in any Work or activity of this Agreement, and will not limit the Works and activities or give preference to persons, on the basis of religion;

c) provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under this Agreement.

EIGHTEENTH: No current officers, directors, or incorporators of the Municipality shall be hired or retained by the Municipality to fill any staff position or perform any service required under the Agreement, and no parents, spouses, siblings, and children or current officers, directors or incorporators shall be paid from the funds authorized under this Agreement without prior written approval from the County.

NINETEENTH: The Municipality agrees that any public information materials or other printed or published materials concerning that part of the Work which is supported with funds herewith shall give due recognition to the Westchester County Youth Bureau. The Municipality agrees to display the County logo in an appropriately visible place in the organization.

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

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

To the County: Director, Westchester County Youth Bureau
112 East Post Road, 3rd floor
White Plains, NY 10601

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

To the Municipality: Executive Director
Municipality
Street Address
City, State Zip

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

TWENTY-THIRD: 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.

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

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

TWENTY- FIFTH: The Municipality recognizes that this Agreement does not grant the Municipality the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other contractors on an “as needed” basis.

TWENTY-SIXTH: The Municipality hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York General Business Law Section 130.

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

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

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

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

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

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

3.) Schedule “F” — “Criminal Background Disclosure”

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

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

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

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

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and

controlled by service-disabled veterans. This schedule is required as part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 3 of the New York State Veterans' Service Law.

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

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

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

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

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

The Municipality understands and acknowledges that the County currently maintains a Vendor Portal at <http://www.westchestergov.com/vendorportal> that includes a Document Repository (the "Repository") into which the Municipality may upload a scanned image of one or more of the schedules and/or supporting documents that the Municipality is required to provide to the County for this Agreement (the "Required Documents"), including each of the schedules listed above. The Municipality further understands and acknowledges that if the Municipality chooses to use the Repository to provide to the County one or more of the Required Documents (each document so provided, a "Repository Document"), the following terms apply:

- a.) The Municipality is using the Repository voluntarily, as required by New York State Technology Law Sections 305 and 309;
- b.) The Municipality represents and warrants that any and all information in each Repository Document is complete and accurate in all respects;
- c.) In the event that any information in a Repository Document for this Agreement must be changed, the Municipality shall upload an updated version of such document within ten (10) business days of the need for such change arising, and provide notice to the County that the updated version was required and has been uploaded;
- d.) Notwithstanding any other provision of this Agreement, the Municipality must, at a minimum, update each Repository Document annually; and
- e.) In order for a given Repository Document to be used for this Agreement, it must be dated less than one (1) year before the execution of this Agreement.

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

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

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

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

THIRTY-FIRST: PERFORMANCE MEASUREMENT. Without limiting the right of the County to require additional reports regarding the Work hereunder, at minimum, the Municipality shall provide the County with the following reports, the nature and frequency of which are set forth below:

- a) Fiscal Reports and expectations
 - Claims must be submitted for quarterly lump payment: April 20, July 20, October 20 and January 11 of the following year.
 - A fiscal forecast must be submitted to Program Administrator by July 30.
 - Only 2 budget modification requests will be accepted within the program calendar year. Budget modification requests are not retro to prior quarters. Final budget modifications must be requested no later than October 30.
- b) Program progress reports must be submitted outlining the Municipality's progress in achieving the Targets/Outcomes set forth in the Schedule "A" and all monies

expended in connection with the same in order to enable the County to assess the level and type of services provided

- Monthly Statistical Reports are due by the 10th of the month following the month
- Quarterly Narrative Reports are due on the 10th of the month following the quarter
- Annual Report – Due on January 10. Where possible, all materials submitted pursuant to this paragraph shall delineate the relationship of the Department sponsored Works and funds, to the total youth services offered by the Municipality.

c) The County may also make site visits to the location/s where the services to be provided under this Agreement are performed in order to review Municipality's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

d) In addition to the above, the Municipality agrees to furnish all reports and materials necessary to permit the County to fulfill its own reporting requirements. Failure to comply with the Performance Measurement criteria by Municipality will allow the County to issue notice of performance concerns and request for specific improvements from the Program Administrator, attached hereto as Schedule "K" and made part here of and entitled "Westchester County Youth Bureau Corrective Action Request.

Notwithstanding anything to the contrary contained herein, and in addition to any other rights or remedies the County may have, in the event Municipality breaches the Agreement, performance measurements are not met by the end of the following year's contract, or if Agreement or other contract funds are not fully and/or improperly expended, the County shall have the right to take disciplinary actions against the Municipality, which disciplinary actions may include but not be limited to reducing Municipality's future contract budget amounts, termination of Municipality's contracts and/or deduction from future contracts' payments under any contracts the County has with the Municipality and/or requiring payment by the Municipality to the County of any funds the County may determine are owed to the County under this Agreement.

(b) In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Municipality's performance under this

Agreement. Such audit may include requests for documentation or other information which the Director may, in her discretion, deem necessary and appropriate to verify the information provided by the Municipality as required by subsections above.

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

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

DRAFT

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

THE COUNTY OF WESTCHESTER

By: _____
Name: Kenneth W. Jenkins
Title: Acting County Executive

MUNICIPALITY

By: _____
Name:
Title:

Approved by the Westchester County Board of Acquisition & Contract at a meeting duly held on the **X day of month, 2025 (XXXXX)**.

Approved

Assistant County Attorney
The County of Westchester
CON#138291

S:\Contract\ZORN\YOB\NYPH Summer Youth Employment Program\2025\IMA Template\NYPH SYEP - 2025
IMA Template (Law Approved) 7.15.25.docx

ACKNOWLEDGMENT

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

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

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

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

(Person executing agreement)
who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

(Title of such person)

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

(Signature)

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

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

Notary Public

Date

SCHEDULE "A"
SCOPE OF SERVICES

[INSERT MUNICIPALITY SCOPE HERE]

DRAFT

SCHEDULE "B"
APPROVED BUDGET

[INSERT MUNICIPALITY BUDGET HERE]

DRAFT

WESTCHESTER COUNTY YOUTH BUREAU
FISCAL REQUIREMENTS AND POLICIES

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

Below is a list of current funding categories:

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

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

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

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

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

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

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

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

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS

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

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

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

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

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

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

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

a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof

of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

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

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

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

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

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

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

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

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

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/3,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

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

This insurance shall, if it is a separate policy rather than an endorsement to an above-specified policy, name the "County of Westchester" as additional insured.

3. All policies of the contractor 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 contractor.

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

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

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

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

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

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

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

_____ No

_____ Yes

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

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

_____ Women

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

- _____ Black persons having origins in any of the Black African racial groups
- _____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race
- _____ Native American or Alaskan native persons having origins in any of the original peoples of North America
- _____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "E"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

[NO FURTHER TEXT ON THIS PAGE]

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

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

SCHEDULE "F"
CRIMINAL BACKGROUND DISCLOSURE

INSTRUCTIONS

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

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

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

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

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

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

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of

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

his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

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

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

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

Exemptions

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

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

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

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

Subconsultants, Subcontractors, Sublessees, or Sublicensees

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

New Persons Subject to Disclosure

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

PLEASE CONTINUE TO THE
Criminal Background Disclosure Form and Certification
BEGINNING ON THE NEXT PAGE

CRIMINAL BACKGROUND DISCLOSURE

FORM AND CERTIFICATION

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

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

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

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

If none, check this box: ☐

1. _____

2. _____

3. _____

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

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

If none, check this box: ☐

1. _____

2. _____

3. _____

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

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

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

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

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

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

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

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

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

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

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "G"

**CERTIFICATION REGARDING BUSINESS DEALINGS
WITH NORTHERN IRELAND**

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

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

- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

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

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

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

[NO FURTHER TEXT ON THIS PAGE]

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SCHEDULE "H"

For Informational Purposes Only

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

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

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

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

_____ No
_____ Yes

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

_____ No
_____ Yes

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

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "I"

Westchester County Vendor Direct Program Frequently Asked Questions

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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

	Westchester County • Department of Finance • Treasury Division Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form	Authorization is: <i>(check one)</i> ☐ New ☐ Change ☐ No Change
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Section I - Vendor Information

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		
3. Vendor Primary Address		
4. Contact Person Name:		Contact Person Telephone Number:
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
Authorized Signature	Print Name/Title	Date

Section II- Financial Institution Information

7. Bank Name:												
8. Bank Address:												
9. Routing Transit Number:	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											10. Account Type: (check one) ☐ Checking ☐ Savings
11. Bank Account Number:		12. Bank Account Title:										
13. Bank Contact Person Name:		Telephone Number:										
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>												
Authorized Signature	Print Name / Title	Date										

**(Leave Blank - to be completed by
Westchester County) - Vendor number assigned**

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Westchester County • Department of Finance • Treasury Division

**Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form****GENERAL INSTRUCTIONS**

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

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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

SCHEDULE "J"**HIPAA Business Associate
Terms**

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

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

I. Definitions

Catch-all definitions:

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

Specific definitions:

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

II. Obligations and Activities of the Business Associate

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

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

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

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

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

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

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

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

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

(ii) A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate, or by exercising reasonable diligence would

have been known, to any person, other than the person committing the Breach, who is an employee, officer or other agent of Business Associate (determined in accordance with the federal common law of agency).

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

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

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

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

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

(k) The Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity available to the Covered Entity, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

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

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

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

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

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

(b) Specific Use and Disclosure Provisions:

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

IV. Prohibited Uses and Disclosures by Business Associate

(a) Business Associate shall not use or disclose Protected Health Information for marketing purposes or any other purpose not permitted by this Agreement or the Privacy Rule or HITECH Act.

(b) Business Associate shall not disclose Protected Health Information to a health plan for payment or Health Care Operations purposes if the individual patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates as required by 42 U.S.C. § 17935(a).

(c) Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, as described in 42 U.S.C. § 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

V. Obligations of Covered Entity

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

(a) The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or Disclosure of Protected Health Information.

(b) The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or Disclosure of Protected Health Information.

(c) The Covered Entity shall notify the Business Associate of any restriction to the use or Disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or Disclosure of Protected Health Information.

VI. Permissible Requests by Covered Entity

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

VII. Breach of Provisions

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

- (i) provide an opportunity for the Business Associate to cure the Breach or end the violation. Covered Entity shall terminate the Agreement if the Business Associate does not cure the Breach and end the violation within the time specified by Covered Entity;
- (ii) immediately terminate the Agreement if the Business Associate has breached a material term of this HIPAA Schedule and cure is not possible; or

- (iii) If neither termination nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

(b) Effect of Termination.

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

VIII. Miscellaneous

- (a) Regulatory References. A reference in this HIPAA Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this HIPAA Schedule from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Sections II, III, and IV of this HIPAA Schedule shall survive the termination of the Agreement.
- (d) Interpretation. Any ambiguity in this HIPAA Schedule shall be resolved in favor of a meaning that permits the Covered Entity to comply with the HIPAA Privacy Rule.
- (e) If anything in this HIPAA Schedule conflicts with a provision of any other agreement on this matter, this HIPAA Schedule is controlling.

[NO FURTHER TEXT ON THIS PAGE]

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

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

☐ 1st Notice☐ 2nd Notice☐ Final Notice

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

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

Program Monitor Notes:

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