



George Latimer
County Executive

November 2, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the "County") to enter into a subaward agreement (the "Agreement") with the Westchester County Health Care Corporation ("WCHCC"), pursuant to which the County would subaward to WCHCC a portion of the \$1,000,000.00 in certain grant funds (the "Grant Funds") being received by the County from the United States Department of Justice, acting by and through its Office on Violence Against Women, ("DOJ").

The Grant Funds are being provided to the County by DOJ, through its Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program, under DOJ Grant Award Number 15JOVW-21-GG-02029-ICJR. The Grant Funds are to be used by the County for the work to implement the Westchester County Domestic Violence High Risk Team (the "DVHRT"), for the period from October 1, 2021 through September 30, 2025.

Under the proposed Agreement, the County would subaward to WCHCC \$64,582.00 in Grant Funds for the performance of the portion of the work that is to provide certain services of a 24/7 'High Risk Hotline Operator' (also known as a 'LAPline Advocate'), who will provide immediate assistance to victims of domestic violence who are screening in as high risk at the scene of a domestic incident, which assistance may include, but not necessarily be limited to, immediate crisis intervention, safety planning, and referrals for shelter or emergency housing, if needed, all as part of the work of the DVHRT.

Section 3307(4) of the New York Public Authorities Law requires the approval of your Honorable Board and the Board of Acquisition and Contract for the proposed Agreement.

The proposed Agreement does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. No environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

I believe it is in the County's best interests to enter into the Agreement. Accordingly, I recommend and urge your Honorable Board to adopt the proposed Act.

Sincerely,

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

George Latimer
County Executive

GL/SB/bdm/nn
Attachments

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

Your Committee is in receipt of a communication from the County Executive requesting that your Honorable Board authorize the County of Westchester (the “County”) to enter into a subaward agreement (the “Agreement”) with the Westchester County Health Care Corporation (“WCHCC”), pursuant to which the County would subaward to WCHCC a portion of the \$1,000,000.00 in certain grant funds (the “Grant Funds”) being received by the County from the United States Department of Justice, acting by and through its Office on Violence Against Women, (“DOJ”).

Your Committee has been advised that the Grant Funds are being provided to the County by DOJ, through its Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program, under DOJ Grant Award Number 15JOVW-21-GG-02029-ICJR. Your Committee has been advised that the Grant Funds are to be used by the County for the work to implement the Westchester County Domestic Violence High Risk Team (the “DVHRT”), for the period from October 1, 2021 through September 30, 2025.

Your Committee has been advised that, under the proposed Agreement, the County would subaward to WCHCC \$64,582.00 in Grant Funds for the performance of the portion of the work that is to provide certain services of a 24/7 ‘High Risk Hotline Operator’ (also known as a ‘LAPLine Advocate’), who will provide immediate assistance to victims of domestic violence who are screening in as high risk at the scene of a domestic incident, which assistance may

include, but not necessarily be limited to, immediate crisis intervention, safety planning, and referrals for shelter or emergency housing, if needed, all as part of the work of the DVHRT.

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

Your Committee concurs with the conclusion that the proposed Agreement does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Accordingly, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

After due consideration, your Committee recommends the adoption of the proposed Act.

Date: _____, 2022

White Plains, New York

COMMITTEE ON

C:BDM-102622

FISCAL IMPACT STATEMENT

SUBJECT: WC DV High Risk Team (DVHRT) NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 16,145.50

Total Current Year Revenue \$ -

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

Additional Appropriations Other (explain)

Identify Accounts: 263 11 W042 4380 (trust funded through a US Department of Justice,

Office on Violence Against Women grant

Potential Related Operating Budget Expenses: Annual Amount \$0.00

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0.00

Describe: _____

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

Current Year: \$0.00

Next Four Years: \$48,436.50

2022-2025 not-to-exceed amount to provide a High Risk Hotline Operator ("LAPline Advocate"),

who will provide immediate assistance to victims of domestic violence who are screening in

as high risk at the scene of a domestic incident, as part of DVHRT. (\$16,145.50 per year)

Prepared by: Stephanie Basilan

Title: Program Admin, CT Mangement

Department: Office for Women

Date: September 27, 2022

Reviewed By: 

Budget Director

Date: 10/31/22

ACT NO. 2022-_____

An Act authorizing the County of Westchester to enter into a subaward agreement with the Westchester County Health Care Corporation for a term from October 1, 2021 through September 30, 2025, pursuant to which it will be subawarded a portion of the grant funds received by the County of Westchester to implement the Westchester County Domestic Violence High Risk Team.

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

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into a subaward agreement with the Westchester County Health Care Corporation (“WCHCC”), pursuant to which the County will subaward to WCHCC \$64,582.00 in grant funds being received by the County from the United States Department of Justice, acting by and through its Office on Violence Against Women, (“DOJ”) through its Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program, under DOJ Grant Award Number 15JOVW-21-GG-02029-ICJR, for the work to implement the Westchester County Domestic Violence High Risk Team (the “DVHRT”), for the period from October 1, 2021 through September 30, 2025 (the “Grant Funds”).

Under the Agreement, WCHCC shall be provided the \$64,582.00 in Grant Funds for the performance of the portion of the work that is to provide certain services of a 24/7 ‘High Risk Hotline Operator’ (also known as a ‘LAPLine Advocate’), who will provide immediate assistance to victims of domestic violence who are screening in as high risk at the scene of a domestic incident, which assistance may include, but not necessarily be limited to, immediate crisis intervention, safety planning, and referrals for shelter or emergency housing, if needed, all as part of the work of the DVHRT.

§2. The County Executive or his authorized designee is hereby authorized to execute all instruments and take all actions reasonably necessary to carry out the purposes of this Act.

§3. This Act shall take effect immediately.

THIS SUBAWARD AGREEMENT made the ____ day of _____, 2022, by and between:

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

and

WESTCHESTER COUNTY HEALTH CARE CORPORATION, a public benefit corporation of the State of New York, having an office and place of business at Executive Offices at Taylor Care Center, C-2, 100 Woods Road, Valhalla, New York 10595 (hereinafter the “Subrecipient”)

WITNESSETH:

WHEREAS, the County and the United States Department of Justice, acting by and through its Office on Violence Against Women, (“DOJ”) are parties to an agreement, pursuant to which the County accepted from DOJ a grant in the amount of \$1,000,000.00 under DOJ’s Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (the “Grant Funds”), in order to implement the Westchester County Domestic Violence High Risk Team (the “Grant Agreement”; DOJ Grant Award Number 15JOVW-21-GG-02029-ICJR), for the period from October 1, 2021 through September 30, 2025; and

WHEREAS, the County desires to make a subaward, of a portion of the Grant Funds, to the Subrecipient for the performance of the portion of the work that is to provide certain services of a 24/7 ‘High Risk Hotline Operator’ (also known as a ‘LAPline Advocate’), who will provide immediate assistance to victims of domestic violence who are screening in as high risk at the scene of a domestic incident, which assistance may include, but not necessarily be limited to, immediate crisis intervention, safety planning, and referrals for shelter or emergency housing, if needed, all as part of the work of the Domestic Violence High Risk Team (“DVHRT”).

WHEREAS, the Subrecipient desires to receive such a subaward of a portion of the Grant Funds, in order to provide the above-described work, and desires to thereby become a subrecipient under the Grant Agreement, on the terms and conditions provided herein.

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

FIRST: The County shall, to the extent permitted under the Grant Agreement, make a subaward, of the Grant Funds, under the Grant Agreement, to the Subrecipient in the amount of SIXTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-TWO DOLLARS (\$64,582.00) (the “Subaward”). The term of this Agreement, and the making of the Subaward, shall commence on October 1, 2021 and shall continue through September 30, 2025, unless terminated earlier pursuant to the provisions of this Agreement or the Grant Agreement.

SECOND: The Subrecipient shall use the Subaward to provide certain services of a 24/7 ‘High Risk Hotline Operator’ (also known as a ‘LAPline Advocate’), who will provide immediate assistance to victims of domestic violence who are screening in as high risk at the scene of a domestic incident, which assistance may include, but not necessarily be limited to, immediate crisis intervention, safety planning, and referrals for shelter or emergency housing, if needed, all as part of the work of the DVHRT, as more fully described in the Grant Agreement and/or grant-related materials that are not necessarily explicitly made part of the Grant Agreement but are nevertheless pertinent to the services to be provided, including, without limitation, any and all applicable notices of funding availability and any and all applicable County grant application materials, (the “Work”) all of which materials are hereby incorporated into this Agreement by reference and all of which the Subrecipient hereby acknowledges that it is aware of and/or possesses, such that it is fully aware of, and can fulfill, its obligations hereunder. The Work shall be carried out by the Subrecipient in accordance with the terms of the Grant Agreement and the above-described related materials (collectively, the “Grant Materials”) otherwise in accordance with current industry standards and trade practices.

THIRD: The County shall not pay to the Subrecipient any portion of the Subaward unless and until the Subrecipient has given the County the Subrecipient’s federal “unique entity identifier” number, in compliance with 2 C.F.R. 25.300, unless the Grant Materials and/or DOJ allows such payment(s) to proceed without having such number. Except as may be otherwise required by the Grant Materials, the Subaward shall be paid to the Subrecipient quarterly, on a reimbursement basis. Any and all requests for payment submitted by the Subrecipient shall only be made, and only be fulfilled by the County, in accordance with all applicable terms imposed by the Grant Materials, the County, and/or DOJ. Such terms include, but are not necessarily limited to, the following:

- 1.) Any and all requests for payment shall be submitted by the Subrecipient on properly executed payment vouchers of the County, or on such other forms as may be required by the County or DOJ;
- 2.) Payment shall be made only after approval by the County Executive;
- 3.) All requests for payment must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating.

The Subrecipient agrees to keep records necessary to disclose fully the receipt and disposition of Grant Funds provided under this Agreement as the amount of the Subaward. Unless another provision of this Agreement requires retention for a longer period, and unless the County shall, in writing, advise the Subrecipient to the contrary, the Subrecipient shall retain all financial records related to this Agreement for a period of six (6) years after the expiration or termination of this Agreement.

The Subrecipient agrees that it shall be solely responsible for any over expenditure or improper expenditure relating to the Work and that the County shall have no responsibility or liability whatsoever for any over expenditure or improper expenditure. Accordingly, the Subrecipient agrees that it shall reimburse the County for any use of the Subaward that is disallowed by DOJ.

In addition to any other remedies it may have, the County shall have the right to deduct from future contract payments under any contracts the County may have with Subrecipient any funds the County may determine are owed to the County under this Agreement.

FOURTH: The Subrecipient shall, immediately upon request, provide to the County such financial documents regarding the Work, as well as reports on its progress toward completing the Work, as the County Executive or his duly authorized designee (the “County Executive”) may request, and shall immediately inform the County Executive in writing of any cause for delay in the performance of its obligations under this Agreement.

Without limiting any other provision of this Agreement, the Subrecipient shall provide the County with financial reports and progress reports at such intervals as the County may, in its discretion, specify, unless more frequent reports are required by DOJ under the Grant Materials or as otherwise provided for in the Federal Requirements (as defined below).

FIFTH In addition to a general audit rights, which the County reserves for itself hereunder, the County also reserves the right to audit the Subrecipient’s performance under this Agreement. Such audit may include requests for documentation or other information which the County Executive may, in his discretion, deem necessary and appropriate to verify the information provided by the Subrecipient as required by Paragraph “FOURTH”.

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 the Subrecipient’s books, accounts, financial audits, and records, observe the performance of services and/or to conduct interviews of staff, where appropriate and not otherwise prohibited by law.

Without limiting any of the foregoing, the Subrecipient shall fully comply with any and all organization-wide or program-specific audits conducted by the County and/or DOJ, whether conducted by the County and/or DOJ, or by a contractor or agent thereof, and whether conducted based upon compliance with the terms of the Grant Materials or another aspect of the Federal Requirements (as defined below), or on the County’s and/or DOJ’s own initiative.

SIXTH: The Subrecipient recognizes and acknowledges that the obligations of the County under this Agreement are subject to the County's receipt of the Grant Funds from DOJ pursuant to the Grant Agreement, and that no liability shall be incurred by the County beyond the monies made available to the County from DOJ pursuant to the Grant Agreement. The Subrecipient agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said funds or said funds have been made available to the County. If, for any reason, the full amount of said funds is not paid over or made available to the County, the County may terminate this Agreement immediately or reduce the amount payable to the Subrecipient, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Subrecipient. If the County subsequently offers to pay a reduced amount to the Subrecipient, then the Subrecipient shall have the right to terminate this Agreement upon reasonable prior written notice.

SEVENTH: (a) The County, upon ten (10) days notice to the Subrecipient, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Subrecipient shall only be entitled to such amount of the Subaward as is attributable to the portion of the Work performed prior to the effective date of termination. The Subrecipient shall accept as final a reasonable and good faith determination by the County Executive regarding such amount. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Subrecipient shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the County Executive, and the Subrecipient shall direct any contractors, consultants, subrecipients, and the like to do the same.

(b) If the Subrecipient fails to perform the Work in the manner called for in this Agreement, or if the Subrecipient otherwise fails to comply with any other provision(s) of this Agreement, the County may terminate this Agreement for cause, either with or without allowing a period of time for the Subrecipient to cure such breach(es) or default(s) to the County's satisfaction, as the County may determine in its sole discretion. If the County will allow a period of time for the Subrecipient to cure its beach(es) or default(s), the County shall send a notice to

the Subrecipient identifying the breach(es) or default(s) and specifying the time period being allowed for said cure. Termination shall be effected by sending a notice of termination on the Subrecipient setting forth the manner(s) in which the Subrecipient is in breach or default. The Subrecipient will only be entitled to retain such amount of the Subaward as is attributable to the portion of the Work performed prior to the effective date of termination that the County Executive has determined that the Subrecipient performed in accordance with the manner of performance set forth in this Agreement. The Subrecipient shall accept as final a reasonable and good faith determination by the County Executive regarding such amount.

Any termination for default under this section “b” shall not in any way operate to preclude the County from also pursuing all available remedies against the Subrecipient or other appropriate parties for said breach(es) or default(s). In addition to any other right or remedy it might have, 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 Subrecipient.

(c) The Subrecipient understands and acknowledges that the federal government may suspend, suspend then terminate, and/or terminate all or any part of the Grant Funds to be used to fund the Work. The Subrecipient agrees that, in such event, the County shall have the right to immediately terminate all or part of the Work provided under this Agreement, upon notice to the Subrecipient.

EIGHTH: The Subrecipient agrees to procure and maintain in continuous effect for the term of this Agreement policies of insurance naming the County as additional insured, as provided and described in Schedule “A”, 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 “A”, the Subrecipient agrees:

(a) that except for the amount, if any, of damage contributed to by, caused by, or resulting from the negligence or willful misconduct of the County, the Subrecipient shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials

from and against any and all liability, damage, third party claims, demands, costs, judgments, fees, reasonable attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Subrecipient or third parties under the direction or control of the Subrecipient;

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

(c) in the event the Subrecipient 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 Subrecipient 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.

NINTH: The Subrecipient expressly agrees that neither it nor any contractor, consultant, subrecipient, 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 Subrecipient 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, subrecipients, contractors, consultants, or others.

TENTH: The County shall have a non-exclusive, worldwide, royalty-free perpetual license to use, in any manner it sees fit, for any purpose whatsoever, all records or recorded data of any kind created or compiled by the Subrecipient 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.

ELEVENTH: The Subrecipient and the County agree that the Subrecipient and its officers, employees, agents, contractors, consultants and/or subcontractors are not employees of the County or any department, agency or unit thereof. Accordingly, the Subrecipient covenants and agrees that neither the Subrecipient nor any of its officers, employees, agents, contractors, consultants, and/or subcontractors will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

TWELFTH: 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 of the Work or the payment of any amount 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.

THIRTEENTH: 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), to the addresses 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:

Office for Women
112 East Post Road, Room 110B
White Plains, New York 10601

with a copy to:

County Attorney
Michaelian Office Building
148 Martine Avenue, Room 600
White Plains, New York 10601

To the Subrecipient:

Westchester County Health Care Corporation
Executive Offices at Taylor Care Center, C-2
100 Woods Road
Valhalla, New York 10595

with a copy to:

Office of Legal Affairs
Attn: General Counsel
WMCLegalNotices@ WMCHHealth.org

FOURTEENTH: 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 within this Agreement, among any of the documents that form a part of this Agreement, it is understood and agreed that the following order of precedence shall prevail in determining the document that controls with respect to any interpretation of the meaning and intent of the parties:

- 1.) The Grant Materials
- 2.) This Agreement

FIFTEENTH: 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.

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

SEVENTEENTH: The Subrecipient 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 Subrecipient shall also use all reasonable means to avoid any appearance of impropriety.

EIGHTEENTH: All payments made by the County to the Subrecipient will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct Program. If the Subrecipient is not already enrolled in the Vendor Direct Program, the Subrecipient 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 Subrecipient understands that it must contact the County’s Finance Department.) The EFT Authorization Form and related information are annexed hereto as Schedule “B”. The Subrecipient shall provide the County with a completed copy of the EFT Authorization Form that is attached hereto and made a part hereof. If the Subrecipient is already enrolled in the Vendor Direct Program, the Subrecipient 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 paper version of the document.

NINETEENTH: The Subrecipient understands that the County has relied upon all materials and representations it has provided to the County concerning the Work and this Agreement in, a.) considering, among other things, whether the Subrecipient is capable of successfully performing under the terms and conditions of this Agreement; the Subrecipient’s integrity and ethics; whether executing this Agreement with the Subrecipient is in compliance with public policy; the Subrecipient’s record of past performance; and the Subrecipient’s financial, administrative, and technical resources and capacity, b.) consequently determining that the Subrecipient is a responsible Subrecipient, and c.) making the Subaward to the Subrecipient.

TWENTIETH: The Subrecipient shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Subrecipient as an employer of labor.

The Subrecipient understands and acknowledges that its use of the Grant Funds provided under this Agreement will make the Work funded by the Grant Funds subject to the

various terms in the Grant Materials and various applicable federal requirements that are specified in various materials concerning, or otherwise applicable to, the Grant Funds (collectively, the “Fund Materials”). All of the Fund Materials that are not attached to this Agreement are or will be either on file with the County or publicly available from DOJ, and are hereby incorporated by reference into this Agreement. The Subrecipient represents and warrants that it is aware of and/or possesses all of the Fund Materials that it needs in order to be fully aware of, and fulfill, its obligations, including, but not necessarily limited to, the compliance obligations described in this Paragraph “TWENTIETH”.

The Subrecipient agrees that, in its performance of the Work, it will comply, at its own expense, with, a.) all terms contained in the Fund Materials, as such materials may be amended from time to time, and, without limiting the foregoing, b.) the provisions of all applicable Federal laws, regulations, rules, executive orders, policies, orders, notices, and related guidance, as such provisions may be amended from time to time, (‘a’ and ‘b’, collectively, the “Federal Requirements”). The Federal Requirements are hereby incorporated into this Agreement by reference. The Subrecipient’s failure to comply with the Federal Requirements shall constitute a material breach of this Agreement.

Without limiting any of the foregoing, the Subrecipient shall, specifically:

(a) Regarding access to records, access to sites where the Work is performed, and retention of records:

i.) In compliance with 2 C.F.R. 200.337(a), the Subrecipient agrees to provide the County, DOJ, the Comptroller General of the United States, any inspectors general, or any of the duly authorized representatives of any of these listed parties, access to any books, documents, papers, or other records which are pertinent to this Agreement in order to make audits, examinations, excerpts, and transcripts, as well as provide timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents. The Subrecipient agrees to allow the above-listed parties to reproduce,

excerpt, and/or transcribe such books, documents, papers, and other records by any means whatsoever. The Subrecipient also agrees to allow the above-listed parties such other access to records as may be necessary for compliance by such parties and/or the Subrecipient with applicable Federal Requirements.

- ii.) In accordance with 2 C.F.R. 200.337(c), all of the above-described rights of access to records shall last for as long as the records are retained by the Subrecipient. In compliance with 2 C.F.R. 200.334, the Subrecipient agrees to maintain all of the records described in item ‘i’, above, for the applicable period of time specified in those regulations or such other regulations as may be applicable.
- iii.) In compliance with 2 C.F.R. 200.329(f), the Subrecipient agrees to permit DOJ to make site visits as needed.

(b) Regarding recovered materials:

- i.) The Subrecipient agrees to comply with all applicable requirements of 2 C.F.R. 200.323; Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and as further amended (42 U.S.C. § 6962); 40 C.F.R. Part 247, the United States Environmental Protection Subrecipient’s “Comprehensive Procurement Guideline for Products Containing Recovered Materials”; and Executive Order 12873.

(c) Regarding clean air and clean water, in compliance with Appendix II to 2 C.F.R. Part 200, the Subrecipient shall require any contractor paid any portion of the Subaward to :

- i.) Comply with all applicable requirements of, and standards, orders, or regulations issued pursuant to, the following:
 - 1.) The Clean Air Act, as amended (42 U.S.C. § 7401 – 7671q);
 - and

- 2.) The Federal Water Pollution Control Act (also known as the Clean Water Act), as amended (33 U.S.C. § 1251 – 1387).
 - ii.) Report each violation of the provisions specified in item ‘i’, above, to the County and understands and acknowledges that the County will, in turn, report each violation as required to assure notification to DOJ and the appropriate Environmental Protection Subrecipient Regional Office.
- (d) Regarding contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms:
- i.) The Subrecipient agrees to comply with all applicable requirements of 2 C.F.R. 200.321.
- (e) Regarding domestic preferences for procurements:
- i.) The Subrecipient agrees to comply with all applicable requirements of 2 C.F.R. 200.322.
- (f) Regarding the procurement of any contract that will be funded by any portion of the Subaward:
- i.) The Subrecipient agrees to conduct all such procurement transactions in compliance with 2 C.F.R. Part 200 and otherwise in a manner to provide, to the maximum extent practical, open and free competition.

The Subrecipient hereby represents and warrants that it has all of the information it needs regarding the Federal Requirements concerning reporting, patent rights, copyrights, and rights in data, and the Subrecipient understands and acknowledges that all such requirements and regulations are hereby incorporated into this Agreement by reference, and shall prevail over any conflicting term(s) of this Agreement.

TWENTY-FIRST: (a) The Subrecipient represents and warrants that it, its principals, and affiliates (as defined in 2 C.F.R. Part 180) are not currently debarred or suspended and the Subrecipient agrees to complete the “Certification Regarding Debarment and

Suspension”, which is attached hereto and made a part hereof as Schedule “C”.

The Subrecipient agrees that it shall immediately notify the County if it, its principals, and/or affiliates is/are debarred or suspended, or its, its principals’, and/or affiliates’ debarment or suspension appears likely. The Subrecipient further agrees to comply with the applicable provisions regarding debarment and suspension regulations in 2 C.F.R. Part 2867, Federal Executive Order 12549, Federal Executive Order 12689, 48 C.F.R. Subpart 9.4, and 2 C.F.R. Part 180, and to require any contractors of the Subrecipient that are being paid funds from the Subaward to comply with the same.

The Subrecipient represents and warrants that it is not currently excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits, by virtue of being on the United States General Service Administration’s the Excluded Parties List System (EPLS), available at <https://sam.gov> (or any successor website) as part of the System for Awards Management (SAM). The Subrecipient agrees that it shall immediately notify the County if it is so-excluded, or its exclusion appears likely.

The Subrecipient represents and warrants that it is not currently on any debarment, suspension, or exclusion list of New York State or any political subdivision thereof, and has not been found non-responsible by New York State or any political subdivision thereof. The Subrecipient agrees that it shall immediately notify the County if it is added to any debarment, suspension, or exclusion list of New York State or any political subdivision thereof, or its addition to such lists appears likely. The Subrecipient agrees that it shall immediately notify the County if it is found non-responsible by New York State or any political subdivision thereof, or such a finding of non-responsibility appears likely.

The Subrecipient understands and acknowledges that the County is relying upon all of the Subrecipient’s above-described representations and warranties in entering into this Agreement.

(b) The Subrecipient agrees to complete the “Certification Regarding Drug-Free Workplace Requirements”, which is attached hereto and forms part hereof as Schedule “D”, in order to help ensure compliance with 41 U.S.C. § 8101 et seq., 48 C.F.R. Subpart 23.5, and 28 C.F.R. Part 83. The Subrecipient agrees to require each contractor of the Subrecipient that is being paid funds from the Subaward to complete its own copy of Schedule “D”.

(c) The Subrecipient agrees to complete the “Certification Regarding Lobbying”, which is attached hereto and forms part hereof as Schedule “E”, in compliance with 28 C.F.R. Part 69, and to otherwise comply with 28 C.F.R. Part 69 and 31 U.S.C. § 1352. The Subrecipient agrees to require each contractor of the Subrecipient that is being paid funds from the Subaward to complete its own copy of Schedule “E”.

TWENTY-SECOND: It is the intent and understanding of the County and Subrecipient 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 Subrecipient 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 Subrecipient 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.

TWENTY-THIRD: 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.

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

[NO FURTHER TEXT ON THIS PAGE]

DRAFT

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

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

WESTCHESTER COUNTY HEALTH CARE CORPORATION

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Act No. _____, which was adopted on the _____ day of _____, 202__.

Authorized by the Westchester County Board of Acquisition & Contract at a meeting duly held on the _____ day of _____, 202__.

Approved.

Senior Assistant County Attorney
County of Westchester

sk/b/cxx/WCHCC - DV HRT/DVHRT Subaward Agreement - WCHCC - 2021-25.doc
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SCHEDULE “A”
STANDARD INSURANCE PROVISIONS
(Subrecipient)

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

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

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

f) 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 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

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

3. All policies of the Subrecipient 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 Subrecipient.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE “B”

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: (check one) <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.		

Section I - Vendor Information

1. Vendor Name:										
2. Taxpayer ID Number or Social Security Number:		<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>								
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:		10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings								
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>										
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.**

NEW/CHANGE VEN EFT 9/08

SCHEDULE “C”

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) In order to assure compliance with 2 C.F.R. Part 180, 2 C.F.R. Part 2867, and other applicable law, the Subrecipient certifies that it, its principals, and affiliates

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Subrecipient is unable to certify to any of the statements in this paragraph, the Subrecipient shall attach an explanation to this certification.

Westchester County Health Care Corporation

Contracting Entity's Name

Authorized Signature

Name:

Title:

Date:

SCHEDULE “D”

**Certification Regarding
Drug-Free Workplace Requirements**

The Subrecipient certifies that it will provide a drug-free workplace, in compliance with 41 U.S.C. 8101 et seq., 48 C.F.R. Subpart 23.5, and 28 C.F.R. Part 83. The Subrecipient certifies that it will make a good faith effort, on a continuing basis, to maintain a drug-free workplace, including by taking certain specific measures, as follows:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment on any federally-funded contract, the employee will:

- (1) Abide by the terms of the statement; and,
- (2) Notify the employer in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(c) Making it a requirement that each employee to be engaged in the performance of any federally-funded contract be given a copy of the statement required by paragraph (a);

(d) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Subrecipient’s policy of maintaining a drug-free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and,
- (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(e) Notifying the County and the Federal agency that provided the Funds within ten days after receiving notice under subparagraph (b)(2) from an employee or otherwise receiving actual notice of such conviction, with such notification:

- (1) being in writing;
- (2) including the employee’s position title;
- (3) including the identification number(s) of each affected award of Federal funds;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

SCHEDULE “E”

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Westchester County Health Care Corporation
Contracting Entity’s Name

Authorized Signature

Name:
Title:
Date:

NOTE: If Standard Form-LLL, “Disclosure Form to Report Lobbying,” is required, it can be obtained from Appendix B to 28 C.F.R. Part 69.