Kenneth W. Jenkins
County Executive

Date: July 20, 2026

To: The Honorable Members of the Board of Legislators

From: Kenneth W. Jenkins, County Executive

RE: Act to Enter Into Inter-Municipal Agreements with Westchester Municipalities to Provide Various Services to Seniors Under NYSOFA's CSE, EISEP, NYSTP, and WIN & NSIP Grant Programs

Transmitted herewith for your review and approval is an act (the "Act"), which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to enter into inter-municipal agreements (each individually, an "IMA", or collectively, the "IMAs") with the municipalities listed in the attached Exhibit "A" for services to be funded with grant funds received from the New York State Office for the Aging ("NYSOFA") under the Community Services for the Elderly program ("CSE"), the Expanded In-Home Services for the Elderly Program ("EISEP"), the New York State Transportation Program ("NYSTP"), the Wellness in Nutrition program ("WIN"), and the Nutrition Services Incentive Program ("NSIP") (each individually, a "Program", or collectively, the "Programs").

Each of the IMAs will be for terms corresponding to the terms of the grant agreements entered into between the County and NYSOFA for each Program, commencing retroactively on April 1, 2026 and continuing through March 31, 2027, except for the IMAs funded under NSIP, which will commence retroactively on October 1, 2025 and continue through September 30, 2026. The IMAs funded by grants received from NYSOFA will not exceed the specific Program amounts set forth below. The individual IMA amounts allocated for each municipality will be determined at the discretion of the Commissioner of the Department.

Program Funding Amounts

CSE	EISEP	NYSTP	WIN & NSIP
$287,233.00	$110,534.00	$52,697.00	$1,389,555.00

I have been advised that, by resolution approved on June 25, 2026, the Westchester County Board of Acquisition and Contract duly authorized the Department to enter into agreements with NYSOFA to accept grant funds under the Programs.

The services to seniors to be provided under the IMAs are as follows: case management, home-delivered meals, information and assistance, repairs and vehicle expenses, and transportation.

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601 Telephone: (914) 995-2900 CE@westchestercountyny.gov

Your Honorable Board has previously approved similar legislation pursuant to Act No. 256–2025. However, the existing authorization expired on March 31, 2026, and a new authorization will be needed to enter into new IMAs.

It should be noted that the IMAs are exempt from the Westchester County Procurement Policy and Procedures (the "Policy") pursuant to Section 3(a)(iii) thereof, which exempts from procurement contracts with ". . . any State and any political subdivision, agency or instrumentality thereof." Additionally, the IMAs are exempt from the Policy pursuant to Section 3(a)(xix) thereof, which exempts any "procurement for the purpose of entering into a contract with persons to provide direct services to senior citizens."

The proposed IMAs are intended to benefit the County by assisting in the provision of grant-funded services to its residents. Accordingly, I believe the proposed IMAs are in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

KWJ/MC/BL/mcz
Attachment

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 (the "Act"), which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), to enter into inter-municipal agreements (each individually, an "IMA", or collectively, the "IMAs") with the municipalities listed in the attached Exhibit "A" for services to be funded with grant funds received from the New York State Office for the Aging ("NYSOFA") under the Community Services for the Elderly program ("CSE"), the Expanded In-Home Services for the Elderly Program ("EISEP"), the New York State Transportation Program ("NYSTP"), the Wellness in Nutrition program ("WIN"), and the Nutrition Services Incentive Program ("NSIP") (each individually, a "Program", or collectively, the "Programs").

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The Planning Department has advised that based on its review, the proposed IMAs do not meet the definition of an "action" under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 9, 2026, 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.

Your Committee is advised that adoption of the proposed Act is necessary to effectively carry out these worthwhile Programs. Accordingly, after due consideration, your Committee recommends adoption of the annexed Act.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

C:mcz/7.20.26

ACT NO. 2026 - _____

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with the municipalities listed in the attached Exhibit "A" for services to be funded with grant funds received from the New York State Office for the Aging under the Community Services for the Elderly program, the Expanded In-Home Services for the Elderly Program, the New York State Transportation Program, the Wellness in Nutrition program, and the Nutrition Services Incentive Program.

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

Section 1. The County of Westchester (the "County"), acting by and through its Department of Senior Programs and Services (the "Department"), is hereby authorized to enter into inter-municipal agreements ("IMAs") with the municipalities listed in the attached Exhibit "A" for services to be funded with grant funds received from the New York State Office for the Aging ("NYSOFA") under the Community Services for the Elderly program ("CSE"), the Expanded In-home Services for the Elderly Program ("EISEP"), the New York State Transportation Program ("NYSTP"), the Wellness in Nutrition program ("WIN"), and Nutrition Services Incentive Program ("NSIP") (each individually, a "Program", or collectively, the "Programs").

§2. Each of the IMAs shall be for terms corresponding to the terms of the grant agreements entered into between the County and NYSOFA for each Program, commencing retroactively on April 1, 2026 and continuing through March 31, 2027, except for the IMAs funded under NSIP, which shall commence retroactively on October 1, 2025 and continue through September 30, 2026.

§3. The IMAs funded by grants received from NYSOFA shall not exceed the specific Program amounts set forth below. The individual IMA amounts allocated for each municipality shall be determined at the discretion of the Commissioner of the Department.

CSE	EISEP	NYSTP	WIN & NSIP
$287,233.00	$110,534.00	$52,697.00	$1,389,555.00

§4. The services to seniors to be provided under the IMAs shall be as follows: case management, home-delivered meals, information and assistance, repairs and vehicle expenses, and transportation.

§5. The County Executive or his duly authorized designee is hereby authorized and empowered to execute and deliver all instruments and take any and all actions necessary or appropriate to effectuate the purposes hereof.

§6. This Act shall take effect immediately.

EXHIBIT "A"

LIST OF MUNICIPALITES AND SERVICES

GRANT: CSE	GRANT: EISEP	GRANT: NYSTP	GRANTS: WIN & NSIP
SERVICES **Information, Assistance, Transportation and Case management**	**SERVICES** **Case management**	**SERVICES** **Transportation**	**SERVICES** **Home-delivered Meals**
Town of Eastchester	City of Yonkers	Town of Cortlandt	Town of Cortlandt
City of Yonkers*		Town of Greenburgh	Town of Eastchester
		Town of Mamaroneck	Town of Greenburgh
		Village/Town of Mount Kisco	Town of Mamaroneck
		Town of Mount Pleasant	Village/Town of Mount Kisco
		City of Mount Vernon	Town of Mount Pleasant
		City of New Rochelle	City of Mount Vernon
		Town of Ossining	Town of New Castle
		City of Peekskill	Town of Ossining
		Village of Port Chester	City of Peekskill
		Town of Somers	Village of Port Chester
		City of White Plains	Town of Somers
		Town of Yorktown	City of Yonkers
			Town of Yorktown

Note:

- BOTH municipalities listed above under CSE will provide Transportation and Case Management Services, EXCEPT that the City of Yonkers marked with an asterisk (*) will also provide Information and Assistance

THIS AGREEMENT ("Agreement") made _____, 2026, 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

[ENTER NAME OF MUNICIPALITY]_____,
a municipal corporation, having an office and principal place of business at:
[ENTER ADDRESS OF MUNICIPALITY]_____
(hereinafter referred to as the "Municipality")

(The "County" and the "Municipality" may be referred to collectively as the "Parties", or individually as a "Party").

W I T N E S S E T H:

WHEREAS, the County, acting by and through its Department of Senior Programs and Services (the "Department"), has been awarded a grant from the New York State Office for the Aging ("NYSOFA") for the provision of several services under its ***[ENTER GRANT NAME]*** Program (the "Program"); and

WHEREAS, the County desires to use a portion of said grant funds to provide ***[ENTER NAME OF SERVICES]*** (the "Work", or the "Services") ***[Note: ENTER APPLICABLE INFORMATION e.g.-*** to older adults and caregivers] residing within the County of Westchester; and

WHEREAS, the County desires that the Municipality perform the Services under the Program, subject to the terms and conditions contained herein; and

WHEREAS, the Municipality agrees to perform the Services under the Program, subject to the terms and conditions contained herein.

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

FIRST: The Municipality shall provide the Services, as more fully described in Schedule "A", which is attached hereto and made a part hereof, to meet the needs of older adults and caregivers residing within the County of Westchester, as such individuals are more particularly detailed in Section

"THIRTEENTH" hereof and Schedule "G"***(Note: Change to letter "F" if contributions are not required for this Agreement)*** attached hereto and made a part hereof. The Municipality shall also comply with the terms and conditions set forth in the schedules which are attached hereto and made a part hereof. The Municipality agrees that it, and its County-approved subcontractors, if any, will provide the Services in accordance with current industry standards and trade practices, and the terms of the Standard Assurances in the approved Four Year Plan and/or the Annual Update to the Four Year Plan (collectively, the "Plan") as detailed in Schedule "G".***(Note: Change to letter "F" if contributions are not required for this Agreement)*** The Municipality agrees to cooperate and comply with all applicable obligations and requirements set forth in the Plan.

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

SECOND: The term of this Agreement shall commence retroactively on _____, 20__ and terminate on _____, 20__ (the "Initial Term"), unless terminated sooner pursuant to the provisions hereof.

NOTE: DELETE the language pertaining to "Option Term" and the "Initial Term" if the contract does not have an option to renew the contract term.

The County shall have the option, at its sole and complete discretion, to extend the term of the Agreement for up to ***[WRITE OUT TOTAL NUMBER OF OPTION TERMS]*** (#) additional ***[WRITE OUT LENGTH OF EACH OPTION TERM]*** (#) year periods (each an "Option Term"), on the same terms and conditions as the Initial Term, except funding may vary from year to year, subject to the availability of funds. Each Option Term is subject to acceptable past performance, the County obtaining all necessary legal approvals, and the County's determination that an extension is in its best interest.

THIRD: For the Services to be performed pursuant to Section "FIRST", the Municipality shall be paid an amount not-to-exceed ***[WRITE OUT FUNDING AMOUNT]*** AND 00/100 ($_____) DOLLARS, which the Parties understand is comprised of $_____ NYSOFA funds and $_____ in County funds, ***(Note: DELETE IF Agreement will be paid by one funding source)*** payable on a monthly basis, according to the agreed-upon amounts and/or

rates in the approved budget as described in Schedule "B", which is attached hereto and made a part hereof (the "Budget"). The Municipality shall contribute ***[WRITE OUT FUNDING AMOUNT]*** AND 00/100 ($_____) DOLLARS in Municipality matching funds toward the Services.

(***Note: Delete this language if there are no municipality matching funds.)***

Payment shall be made only after the County has received any and all supporting documentation the County may require and the same has been approved by the Commissioner. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the Services rendered or the Work to be performed hereunder. The Municipality shall submit an invoice in support of each and every request for payment to be made, including any request for partial payment if such is permitted hereunder. Each such invoice shall be uniquely numbered and shall only be paid after approval by the Commissioner. In no event shall final payment be made to the Municipality prior to completion of all Services, the submission of reports and the approval of same by the Commissioner.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services, 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.

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, unless the County shall find cause to withhold payment in the course of such audit or the Municipality fails 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 six (6) years following termination of this Agreement.

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit and monitor the Municipality's performance under this Agreement. Such audit may include requests for documentation or other information which the Commissioner may deem necessary and appropriate to verify the information provided by the Municipality as required by Section "FIRST". 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 the Services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

FIFTH: The County may, in its sole discretion, if it shall deem such payment to be required in furtherance of the Program, make advance payment to the Municipality prior to receipt of payment or approval therefore by NYSOFA, provided that, in the event NYSOFA subsequently fails or refuses to pay the County, or if such expense is not a proper expenditure under the Program, the Municipality shall immediately reimburse the County for such advance payment made to the Municipality, or, the County, in its discretion, may deduct such amount from future payments due and owing the Municipality under this Agreement.

The Parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of federal/state funds from NYSOFA. The County has no liability under this Agreement beyond the amounts available from NYSOFA under adopted federal/state budgets for this Agreement. To the extent that this Agreement extends beyond the end date of the County's Application to NYSOFA, payment to the Municipality is contingent upon provision of funding to the County in the subsequent year.

If, for any reason, the full amount of the said funds is not paid over or made available to the County by NYSOFA, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the sole 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 monies 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/or 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/or 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 shall be compensated and the County shall be liable only for payment for Services already rendered under this Agreement prior to the effective date of termination at the agreed-upon amounts and/or rates specified in the Budget, which rates shall be *prorated* until the actual date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interest, the Municipality shall stop Services immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Municipality shall direct any County-approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Municipality prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Services 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 Services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. 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:

Notwithstanding the foregoing, if the Municipality is self-insured for all or a portion of the insurance required by Schedule "C", it may provide proof of such self-insurance in a form acceptable to the County's Director of Risk Management. However, to the extent the Municipality is self-insured and carries excess liability, the County shall be named as an additional insured to that policy.

(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 expressly agrees that neither it nor any Municipality, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate

any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

NINTH: The Municipality shall obey, perform and comply, at its own expense, with the provisions of all federal, state and local laws, rules, regulations, orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter enacted or promulgated, ("Laws"), including the Standard Assurances set forth in Schedule "G", ***(Note: Change to Letter "F" if contributions are not a requirement for this agreement*)** applicable to this Agreement or the Services 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 Services hereunder.

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

TENTH: All records or recorded data of any kind compiled by the Municipality in completing the Services 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 Commissioner. 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 above, the Municipality agrees that all materials developed by the Municipality or its County-approved sub-contractors in connection with programs funded under the Plan (the "Materials") shall be the property of NYSOFA, and in the event that the Materials are not the property of NYSOFA, the Materials shall be the property of the County. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these Materials, subject to any restrictions in federal Laws and Regulations. The Municipality or its County-approved sub-contractors are prohibited from creating copies of the Materials without the express written consent by 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.

ELEVENTH: 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.

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

All subcontracts for the Services shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of this Agreement, including Schedule "G". ***(Note: Change to Letter "F" if contributions are not a requirement for this agreement)*** The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of this Agreement, including Schedule "G", ***(Note: Change to Letter "F" if contributions are not a requirement for this agreement)*** read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues,

the Municipality shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement

Note: Include the following paragraph only if the County has approved subcontractor(s) prior to execution of this Agreement. If not, DELETE.

Notwithstanding the above, the Parties hereto acknowledge and agree that, at the time of execution of this Agreement, the following subcontractors have been approved to provide services for the named purpose(s) in connection with this Agreement: **[insert subcontractor(s) name(s), address(es) and purpose(s)]**.

THIRTEENTH: (a) The Municipality, to the extent it has to provide Services, agrees to provide Services to meet the needs of older adults and caregivers, particularly those in greatest social and economic need including, but not limited to, low-income individuals, low-income minorities, individuals with limited English proficiency ("LEP"), rural residents, Native Americans, individuals who are institutionalized or at risk for institutionalization, specifically including survivors of the Holocaust, individuals with Alzheimer's Disease and related dementias, individuals with disabilities, caregivers of individuals with Alzheimer's Disease/related dementias and with disabilities, minorities, frail, vulnerable, LGBTQ+, and homebound individuals. As a material element of this Agreement, Municipality agrees to fully comply with the provisions required by NYSOFA concerning equal access to Services, which includes language accessibility, non-discrimination and concentration of Services on target populations, as more fully set forth in Schedule "A", attached hereto and made a part hereof.

The Municipality also agrees to meet specific objectives established by the County for providing services to the above groups. The Municipality further agrees to concentrate the Services on older adults and caregivers in the targeted populations identified by the County following the methods the County has established.

(b) The Municipality shall inform individuals with LEP of the availability of free language assistance by providing written notice of such assistance in a manner designed to be understood by such individuals and, at minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Municipality must indicate the interpretive service provider and shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

(c) The Municipality shall assist participants in taking advantage of benefits under other programs and assure that the Services provided are coordinated and do not unnecessarily duplicate services provided by other sources.

Note: The following sub-paragraph (d) should be included only if the Agreement provides direct services to seniors such as those in Part III. A. of the NYSOFA Contributions and Other Program Income Policy. Otherwise, delete this language and sub-paragraph (d) and revise lettering if applicable:

(d) Attached hereto as Schedule "F" is the "NYSOFA Contributions and Other Program Income Policy." The Municipality shall provide participants an opportunity to voluntarily contribute to the cost of the Services received. The Municipality must use all collected contributions to expand the Services for which the contributions were given to supplement the funds received under this Agreement.

(e) The Municipality warrants that the Services shall be provided in an accurate and timely manner without interruption, failure, or error due to inaccuracy of the Services or product's operations in processing date/time data. This includes but is not limited to calculating, comparing, and sequencing various time/date transitions, such as leap year calculations. The Municipality accepts responsibility for damages resulting from any delays, errors or untimely performances resulting therefrom, including but not limited to the failure or untimely performance of such Services.

(f) The Municipality agrees that, to the extent it or its subcontractors, if any, maintains personal information relating to applicants or recipients of Services pursuant to this Agreement, such information will be kept confidential and shared with the County; or with other entities upon the consent of the applicant, recipient or an authorized representative of the applicant or recipient; or as required by federal or state laws.

FOURTEENTH: The Municipality shall provide the County with timely information needed to satisfy reporting requirements as specified by NYSOFA. Without limiting the right of the County to require additional reports regarding the Program, as well as complying with the reporting requirements in Schedule "A", the Municipality shall provide the Department with the following:

(a) Evaluation method of the Program as directed by the Department;

(b) The Programmatic monthly reporting system for Service Delivery Information and Service Recipient Information must be submitted using NYSOFA's electronic based system. Until further notice, Municipality is required to mail in the NYSOFA Client Statewide Data System ("PeerPlace") ***(Note: IF NYSOFA CHANGES THE NAME OF REPORTING SYSTEM, UPDATE NAME")*** MONTHLY ELECTRONIC PAPER REPORT and/or other approved reporting measure, signed by the staff member responsible for the report. Reports must be received by the County no later than the tenth (10th) day of the following month and/or entered on the website at the same time. The Municipality understands and agrees that submission of the monthly report by the deadline set forth above constitutes a material element of this Agreement. The County reserves the right to withhold

payment to Municipality for its failure to submit the monthly report by the deadline, until such time as the monthly report is received by the County. Repeated failures by Municipality to submit the monthly report by the stated deadline will constitute a material breach of this Agreement justifying termination for cause as provided in Section "SIXTH" hereof.

The Municipality agrees to maintain appropriate records, in form as required by the County and NYSOFA, and to retain these records for at least six (6) years after final payment is made under this Agreement. The Municipality agrees to provide access to all books, documents and all pertinent materials related to this Agreement for examination to authorized representatives of the Administration on Aging/Administration for Community Living ("AoA"/ "ACL") of the United States Department of Health and Human Services ("HHS"), Office of the New York State Office of the State Comptroller ("OSC") or their representatives, staff of NYSOFA, and/or the County. The Municipality also agrees to fully cooperate with providing access to other federal or state governmental agencies at the request of NYSOFA.

Additional documentation of reports, expenses, statistical information and supporting documentation concerning the Services shall be provided to the County by the Municipality at the request of the County and may include, without limiting the County's right to require additional documentation, invoices for all purchases, payroll time records, payroll records for local support contribution, municipal payment vouchers for government agencies and canceled checks for private agencies.

FIFTEENTH: The Parties 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.

SIXTEENTH: 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 Services 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.

SEVENTEENTH: 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, (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: Commissioner
Department of Senior Programs and Services
9 South First Avenue, 10th Floor
Mount Vernon, New York 10550-3414

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

To the Municipality: _____

_____

_____

EIGHTEENTH: The Municipality agrees that any program, public information materials, or other printed or published materials on the Services of or funded by the Program shall give due recognition to NYSOFA and as appropriate AoA and / or the Administration for Community Living ("ACL"). NYSOFA has approved the following language that the Municipality must use when disseminating NYSOFA and / or AoA / ACL funded materials and /or advertising:

> *"This material has been funded in whole or in part by grants from the New York State Office for the Aging (NYSOFA), and/ or the Administration on Aging (AOA) and/ or Administration for Community Living (ACL). Nothing herein is intended, nor should be construed, as an endorsement by the State of New York."*

NINETEENTH: 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 Party.

In the event of any conflict between the terms of this Agreement and the terms of any schedule

hereto, it is understood the following order of precedence shall apply and shall be controlling with respect to any interpretation of the meaning and intent of the Parties:

1. The Plan (**Schedule "G"**). ***(Note: Change to Letter "F" if contributions are not a requirement for this agreement)***
2. The body of this Agreement.
3. The remaining schedules attached to this Agreement.

TWENTIETH: 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-FIRST: The Municipality recognizes that this Agreement does not grant the Municipality the exclusive right to perform the Services for the County and that the County may enter into similar agreements with other contractors on an "as needed" basis.

TWENTY-SECOND: The Municipality 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.

TWENTY-THIRD: VENDOR DIRECT PAYMENT: 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 attached hereto as Schedule "D". 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.

TWENTY-FOURTH: Pursuant to Federal Executive Order 12549, and as prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Municipality hereby agrees to complete the Debarment and Suspension Certificate attached hereto as Schedule "E" and which is made a part hereof. The Municipality certifies that, to the best of its knowledge and belief, it is and will comply with 2 CFR Part 376, regarding non-procurement debarment and suspension concerning public (federal, state or local) transactions. If necessary, the Municipality will submit an explanation of why it cannot provide this

certification.

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

TWENTY-SIXTH: The Municipality represents and warrants that it has not employed or retained any person other than a bona fide full-time salaried employee working solely for the Municipality to solicit or secure a contract with the County of Westchester for the goods or services specified herein, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Municipality) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of such contract provided, however, Municipality may alternatively certify that such fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of such contract, is part of the standard method of compensation for the employee.

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

TWENTY-NINTH: The recitals to this Agreement are incorporated as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK/SIGNATURE PAGE FOLLOWS]

[Note signature page should not contain contract terms only the signatures. Delete this language from Municipality's agreement but not from this template]

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

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

[ENTER MUNICIPALITY NAME]

By: _____
Name:
Title:

ATTESTATION REGARDING AUTHORITY OF SIGNATORY

I hereby attest that I am an officer of the Municipality and that the person who executed this Agreement for the Municipality did, at the time of such execution, have authority to execute this Agreement for and on behalf of the Municipality. Accordingly, said signatory and I understand, acknowledge, and agree that the Municipality, as part of the terms of this Agreement, hereby waives any and all claims regarding the sufficiency of the signature of said signatory.

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Act No._____ duly adopted on the _____day of _____, 202__.

Approved:

_____
Assistant County Attorney
County of Westchester

SCHEDULE "A"

SCOPE / SPECIFICATIONS

SCHEDULE "A" STARTING ON NEXT PAGE

SCHEDULE "B"

APPROVED BUDGET

INSERT SCHEDULE "B", STARTING ON NEXT PAGE

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS
(Municipality)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that

the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

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

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

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

Important information for Municipality and Insurance Brokers:

(The below is required for ACORD insurance certificates)

For Additionally Insured & Waiver of Subrogation status on an ACORD certificate:

a. **Check off the additional insured (ADDL INSD) *and* waiver of subrogation (SUBR WVD) boxes next to the following policies**:

- Commercial General Liability
- Automobile Liability
- Umbrella/Excess Liability

And **input the following language into Description of Operations box**: "Certificate holder is included as additional insured on a primary & non-contributory basis"

OR

b. **Input following language into Description of Operations box**:

"Certificate holder is included as additional insured on a primary & non-contributory basis under the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies. All policies include a waiver of subrogation in favor of the certificate holder applies as required by written contract"

SCHEDULE "D"

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.

Municipality

DRAFT

Westchester gov.com

Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is: *(check one)*
- ☐ New
- ☐ Change
- ☐ 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:

3. Vendor Primary Address

4. Contact Person Name: | Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *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.*

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) ☐ 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 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.*

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 "E"

Certification Regarding Debarment and Suspension

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Municipality certifies that it, and its principals:

(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 proposal 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 application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Date:_____

_____
Signature

_____
Name & Title

_____
Organization

SCHEDULE "F"

NEW YORK STATE OFFICE FOR THE AGING

Contributions and Other Program Income Policy

[DO NOT DELETE THE BELOW LANGUAGE FROM MASTER TEMPLATE]

THIS SCHEDULE SHOULD BE INCLUDLED IN AGREEMENT ONLY IF THE AGREEMENT PROVIDES DIRECT SERVICES TO SENIORS SUCH AS THOSE IN PART III. A OF THE *NYSOFA Contributions and Other Program Income Policy – DELETE THIS LANGUAGE FROM PAGE IN THE MUNICIPALITY'S AGREEMENT*

[DELETE THIS SCHEDULE AND CHANGE LETTER OF FOLLOWING SCHEDULE TO "F" IF CONTRIBUTIONS ARE NOT A REQUIREMENT - *DELETE THIS LANGUAGE FROM PAGE IN THE MUNICIPALITY'S AGREEMENT*

SCHEDULE "G"

Note: Change Schedule letter to "F" if contributions is not a part of agreement

NEW YORK STATE OFFICE FOR THE AGING

STANDARD ASSURANCES

ATTACHMENT A,
THE 2024-28 FOUR YEAR PLAN,
APRIL 1, 2024 – MARCH 31, 2028

[UPDATE ABOVE BASED ON CURRENT YEAR AND DELETE THIS LANGUAGE IN THE MUNICIPALITY'S AGREEMENT ONLY – DO NOT DELETE THIS LANGUAGE FROM MASTER TEMPLATE]