



Kenneth W. Jenkins
County Executive

February 4, 2026

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Youth Bureau, to enter into inter-municipal agreements ("IMAs") with the Cities of Mount Vernon, New Rochelle, Peekskill and White Plains, and the Village of Ossining, acting by and through their respective Youth Bureaus (the "Municipalities"), pursuant to which the Municipalities would operate positive youth development programs under the County's "Invest In Kids" Program (individually, the "Program" and collectively, the "Programs") for the period from January 1, 2026 through December 31, 2028, for a total aggregate amount of One Million Four Hundred Fifty-Three Thousand Three Hundred Forty-Four (\$1,453,344) Dollars, comprised of County share and Municipalities match, as attached to the proposed Act submitted herewith.

Of the total aggregate amount of \$1,453,344, an amount not to exceed \$1,308,000 will be provided by the County and approximately \$145,344 will be provided by the Municipalities over the three years.

The proposed IMAs are normally exempt from the Westchester County Procurement Policy and Procedures pursuant to section 3(a) xviii thereof. Nevertheless, a Request for Proposal ("RFP") was issued and the Programs were selected based upon responses to the RFP for positive youth development services for "at risk youth".

The Programs will address the needs of at-risk youth aged 0-21 years. The Programs use positive youth development models to focus on providing opportunities for at risk youth to actively acquire the skills and abilities needed to grow up to be competent, caring and healthy adults.

Pursuant to the proposed IMAs, the Municipalities will provide unique youth development initiatives offering positive youth development programs for the County's most vulnerable at risk population. The Programs will implement evidence-based curriculum that targets specific areas of positive youth development. The Programs will administer internal controls to collect and analyze qualitative and quantitative outcomes to measure the efficacy of Program goals and their ability to increase positive youth development. Program outcomes will be tracked and monitored by evaluation of the Programs' data; monthly, quarterly, and annual reports submitted to the County Youth Bureau, and through site visits by the County Youth Bureau Program monitors. The Programs anticipate outcomes of positive skills attainment, social competencies and an increased

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

Telephone: (914) 995-2900 CE@westchestercounty.gov

measure of positive youth development across all measurable areas. Please see a brief synopsis of the program descriptions below:

The purpose of the Mount Vernon Youth Bureau's Girls Embracing Maturity ("GEM") Program is to equip young girls with the core competencies, lifelong skillsets, and attributes that are required for positive maturation. The program will target at-risk middle school-aged girls ages 11-15, who reside in neighborhoods with significant levels of crime and poverty in need of social, physical and emotional support.

The purpose of the New Rochelle Youth Bureau's R.O.D.N.E.Y.'s (Reaching Our Dreams as Nurtured and Empowered Youth) Place program is to provide a positive educational, social, and culturally enriching program to middle school boys of color to teach them skills they need to stay in school and succeed. Through experiential learning, they will strengthen their logical reasoning, goal setting, mental health awareness, financial literacy, and career readiness.

The New Rochelle Youth Bureau's Step University: Elite Steppers aims to create an atmosphere of unity and diversification through stepping and group activity.

The purpose of the Ossining Youth Bureau's Water Safety program is to provide Ossining youth ages 1-18 years old with free swimming instruction to ensure they have the necessary water safety knowledge and swimming skills to take greater advantage of Ossining's riverfront activities including swimming, kayaking, and paddle boarding.

The Ossining Youth Bureau's Ossining Youth Engaged in Success aims to provide afterschool programming including STEM enrichment, physical activity, social emotional learning and homework help year-round for students in grades 6-8. The overall goals of the program are to minimize risky behaviors and promote positive youth development among participants.

The Peekskill Youth Bureau's Rising Stars Program is to provide at-risk youth aged 10 to 13 a safe, structured, afterschool program for academic support, creative enrichment, mentorship, and recreation to support positive youth development.

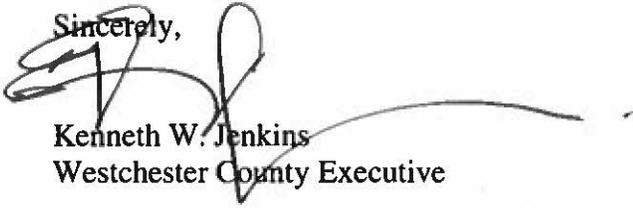
The White Plains Youth Bureau's Step Up! For Boys is a dropout prevention program that offers individual case management services to individuals, groups, and families to assess and strengthen problem areas in life, school, career, and potentially advocate for the success of the individuals involved in the program.

The White Plains Youth Bureau's Social Justice for Youth program seeks to reduce the recurring involvement of youth, ages 13-18 years, with the justice system by providing alternatives to incarceration through Youth Court and peer advocacy. Additionally, the program also provides youth ages 14-16 years with opportunities to develop their interest in pursuing careers in justice and law by serving as Youth Officers.

The White Plains Youth Bureau's Healthy & Fit for Life Program encourages youth to incorporate good nutrition and fitness into their daily lives and provides counseling support to address the barriers that prevent leading a safe, healthy, and drug free life. The goal of this program is to help youth develop various facets of their personalities which support positive growth and skills at every age of development.

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

Sincerely,

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

Kenneth W. Jenkins
Westchester County Executive

KJ/jmq

Attachments

SCHEDULE "A"

MUNICIPALITY	PROGRAM NAME	YEAR	IJK AWARD	MUNICIPALITY MATCH	TOTAL AGREEMENT AMOUNT
City of Mount Vernon					
	Girls Embracing Maturity GEM	2026	\$50,000.00	\$5,556.00	\$55,556.00
		2027	\$50,000.00	\$5,556.00	\$55,556.00
		2028	\$50,000.00	\$5,556.00	\$55,556.00
	Total Contract Amount:		\$150,000.00	\$16,668.00	\$166,668.00
City of New Rochelle					
	R.O.D.N.E.Y.'s Place	2026	\$36,000.00	\$4,000.00	\$40,000.00
		2027	\$36,000.00	\$4,000.00	\$40,000.00
		2028	\$36,000.00	\$4,000.00	\$40,000.00
	Total Component Amount:		\$108,000.00	\$12,000.00	\$120,000.00
	Step University: Elite Steppers	2026	\$50,000.00	\$5,556.00	\$55,556.00
		2027	\$50,000.00	\$5,556.00	\$55,556.00
		2028	\$50,000.00	\$5,556.00	\$55,556.00
	Total Component Amount:		\$150,000.00	\$16,668.00	\$166,668.00
	Total Contract Amount:		\$258,000.00	\$28,668.00	\$286,668.00
Village of Ossining					
	Water Safety	2026	\$50,000.00	\$5,556.00	\$55,556.00
		2027	\$50,000.00	\$5,556.00	\$55,556.00
		2028	\$50,000.00	\$5,556.00	\$55,556.00
	Total Component Amount:		\$150,000.00	\$16,668.00	\$166,668.00
	Ossining Youth Engaged in Success	2026	\$50,000.00	\$5,556.00	\$55,556.00
		2027	\$50,000.00	\$5,556.00	\$55,556.00
		2028	\$50,000.00	\$5,556.00	\$55,556.00
	Total Component Amount:		\$150,000.00	\$16,668.00	\$166,668.00
	Total Contract Amount:		\$300,000.00	\$33,336.00	\$333,336.00
City of Peekskill					
	Rising Stars	2026	\$50,000.00	\$5,556.00	\$55,556.00
		2027	\$50,000.00	\$5,556.00	\$55,556.00
		2028	\$50,000.00	\$5,556.00	\$55,556.00
	Total Contract Amount:		\$150,000.00	\$16,668.00	\$166,668.00
City of White Plains					
	Step Up Boys	2026	\$50,000.00	\$5,556.00	\$55,556.00
		2027	\$50,000.00	\$5,556.00	\$55,556.00
		2028	\$50,000.00	\$5,556.00	\$55,556.00
	Total Component Amount:		\$150,000.00	\$16,668.00	\$166,668.00
	Social Justice for Youth	2026	\$50,000.00	\$5,556.00	\$55,556.00
		2027	\$50,000.00	\$5,556.00	\$55,556.00
		2028	\$50,000.00	\$5,556.00	\$55,556.00
	Total Component Amount:		\$150,000.00	\$16,668.00	\$166,668.00
	Healthy & Fit for Life	2026	\$50,000.00	\$5,556.00	\$55,556.00
		2027	\$50,000.00	\$5,556.00	\$55,556.00
		2028	\$50,000.00	\$5,556.00	\$55,556.00
	Total Component Amount:		\$150,000.00	\$16,668.00	\$166,668.00
	Total Contract Amount:		\$450,000.00	\$50,004.00	\$500,004.00

	IJK	Match	Total Amounts
2026	\$436,000.00	\$48,448.00	\$484,448.00
2027	\$436,000.00	\$48,448.00	\$484,448.00
2028	\$436,000.00	\$48,448.00	\$484,448.00
	\$1,308,000.00	\$145,344.00	\$1,453,344.00

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Youth Bureau, to enter into inter-municipal agreements ("IMAs") with the Cities of Mount Vernon, New Rochelle, Peekskill and White Plains, and the Village of Ossining (the "Municipalities"), pursuant to which the Municipalities, acting by and through their respective Youth Bureaus would provide positive youth development programs under the County's "Invest In Kids" Program (individually, the "Program," and collectively, "the Programs"), for the period from January 1, 2026 through December 31, 2028, in an amount of One Million Four Hundred Fifty-Three Thousand Three Hundred Forty-Four (\$1,453,344) Dollars, comprised of County share and Municipalities match, payable as attached to the Act submitted herewith.

The total aggregate amount of \$1,453,344, is comprised of a total County share not to exceed \$1,308,000 County and approximately \$145,344 Municipalities' match over the three years.

The proposed IMAs are normally exempt from the Westchester County Procurement Policy and Procedures pursuant to section 3(a) xviii thereof. Nevertheless, a Request for Proposal ("RFP") was issued and the Programs were selected based upon responses to an open request for proposals ("RFP") for positive youth development programs. The Programs will address the needs of approximately 560 at-risk youth aged 0-21 years. The Programs use positive youth development models to focus on providing opportunities for at risk youth to actively acquire the skills and abilities needed to grow up to be competent, caring and healthy adults.

Pursuant to the proposed IMAs, the Municipalities will provide unique youth development initiatives offering positive youth development programs for the County's most vulnerable population. The Programs will implement evidence-based curriculum that targets specific areas of positive youth development. The Programs will administer internal controls to collect and analyze qualitative and quantitative outcomes to measure the efficacy of program goals and their ability to increase positive youth development. Program outcomes will be tracked and monitored by evaluation of the Programs' data; monthly, quarterly, and annual reports submitted to the County Youth Bureau, and through site visits by the County Youth

Bureau Program monitors. The Programs anticipate outcomes of positive skills attainment, social competencies and an increased measure of positive youth development across all measurable areas. Please see a brief synopsis of the program descriptions below:

The purpose of the Mount Vernon Youth Bureau's Girls Embracing Maturity ("GEM") Program is to equip young girls with the core competencies, lifelong skillsets, and attributes that are required for positive maturation. The program will target at-risk middle school-aged girls ages 11-15, who reside in neighborhoods with significant levels of crime and poverty in need of social, physical and emotional support.

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The New Rochelle Youth Bureau's Step University: Elite Steppers aims to create an atmosphere of unity and diversification through stepping and group activity.

The purpose of the Ossining Youth Bureau's Water Safety program is to provide Ossining youth ages 1-18 years old with free swimming instruction to ensure they have the necessary water safety knowledge and swimming skills to take greater advantage of Ossining's riverfront activities including swimming, kayaking, and paddle boarding.

The Ossining Youth Bureau's Ossining Youth Engaged in Success aims to provide afterschool programming including STEM enrichment, physical activity, social emotional learning and homework help year-round for students in grades 6-8. The overall goals of the program are to minimize risky behaviors and promote positive youth development among participants.

The Peekskill Youth Bureau's Rising Stars Program is to provide at-risk youth aged 10 to 13 a safe, structured, afterschool program for academic support, creative enrichment, mentorship, and recreation to support positive youth development.

The White Plains Youth Bureau's Step Up! For Boys is a dropout prevention program that offers individual case management services to individuals, groups, and families to assess and strengthen problem areas in life, school, career, and potentially advocate for the success of the individuals involved in the program.

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The Department of Planning has advised that the proposed IMAs do not meet the definition of an action under the 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 your Honorable Board. Your Committee concurs with this recommendation.

Your Committee has carefully considered this matter and has concluded that it is in the best interest of the County to adopt an Act to authorize the County to enter into these IMAs. It should be noted that an affirmative vote of a majority of the members of your Honorable Board is required in order to adopt the attached Act. Accordingly, your Committee recommends the annexed proposed Act for adoption.

Dated: _____, 20____
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: Invest In Kids - 2026

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

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

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 436000

Total Current Year Revenue \$ 200,000

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: Operating Acct: 101-11-0400-4380; Recovery 101-11-0400-9734

Potential Related Operating Budget Expenses: Annual Amount \$ 436,000

Describe: Invest in Kids, White Plains Youth Bureau \$150,000 (3); Mount Vernon Youth Bureau \$50,000 (1); New Rochelle Youth \$86,000 (1); Ossining Youth Bureau \$100,000 (2); & Peekskill Youth Bureau \$50,000 (1)

Potential Related Revenues: Annual Amount \$ 200,000

Describe: IDA with DSS includes: White Plains YB Programs \$150,000 (3) and Peekskill YB Programs \$50,000 (1)

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

Current Year: \$0.00

Next Four years: Same as above

Prepared by: Gregg Peterson

Title: Financial Coordinator

Department: CEO/Youth Bureau

Reviewed By:

Budget Director

If you need more space, please attach additional sheets.

ACT NO. ___ - ___

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with the Cities of Mount Vernon, New Rochelle, Peekskill and White Plains, and the Village of Ossining, acting by and through their Youth Bureaus, for the provision of positive youth development programs under the County's "Invest In Kids" Program.

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

• **Section 1.** The County of Westchester ("County") is hereby authorized to enter into inter-municipal agreements ("IMAs") with the Cities of Mount Vernon, New Rochelle, Peekskill, and White Plains, acting by and through their Youth Bureaus ("Municipalities"), for the period from January 1, 2026 through December 31, 2028, in an amount of One Million Four Hundred Fifty-Three Thousand Three Hundred Forty-Four (\$1,453,344) Dollars, comprised of County share not to exceed \$1,308,000 and approximately \$145,344 to be provided by the Municipalities over the three years. The Municipalities will provide their Positive Youth Development Programs as indicated in the attached Schedule "A."

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

§3. This Act shall take effect immediately.

SCHEDULE "A"

MUNICIPALITY	PROGRAM NAME	YEAR	IIK AWARD	MUNICIPALITY MATCH	TOTAL AGREEMENT AMOUNT
City of Mount Vernon					
	Girls Embracing Maturity GEM	2026	\$50,000.00	\$5,556.00	\$55,556.00
		2027	\$50,000.00	\$5,556.00	\$55,556.00
		2028	\$50,000.00	\$5,556.00	\$55,556.00
	<i>Total Contract Amount:</i>		\$150,000.00	\$16,668.00	\$166,668.00
City of New Rochelle					
	R.O.D.N.E.Y.'s Place	2026	\$36,000.00	\$4,000.00	\$40,000.00
		2027	\$36,000.00	\$4,000.00	\$40,000.00
		2028	\$36,000.00	\$4,000.00	\$40,000.00
	<i>Total Component Amount:</i>		\$108,000.00	\$12,000.00	\$120,000.00
	Step University: Elite Steppers	2026	\$50,000.00	\$5,556.00	\$55,556.00
		2027	\$50,000.00	\$5,556.00	\$55,556.00
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	<i>Total Component Amount:</i>		\$150,000.00	\$16,668.00	\$166,668.00
	<i>Total Contract Amount:</i>		\$258,000.00	\$28,668.00	\$286,668.00
Village of Ossining					
	Water Safety	2026	\$50,000.00	\$5,556.00	\$55,556.00
		2027	\$50,000.00	\$5,556.00	\$55,556.00
		2028	\$50,000.00	\$5,556.00	\$55,556.00
	<i>Total Component Amount:</i>		\$150,000.00	\$16,668.00	\$166,668.00
	Ossining Youth Engaged in Success	2026	\$50,000.00	\$5,556.00	\$55,556.00
		2027	\$50,000.00	\$5,556.00	\$55,556.00
		2028	\$50,000.00	\$5,556.00	\$55,556.00
	<i>Total Component Amount:</i>		\$150,000.00	\$16,668.00	\$166,668.00
	<i>Total Contract Amount:</i>		\$300,000.00	\$33,336.00	\$333,336.00
City of Peekskill					
	Rising Stars	2026	\$50,000.00	\$5,556.00	\$55,556.00
		2027	\$50,000.00	\$5,556.00	\$55,556.00
		2028	\$50,000.00	\$5,556.00	\$55,556.00
	<i>Total Contract Amount:</i>		\$150,000.00	\$16,668.00	\$166,668.00
City of White Plains					
	Step Up Boys	2026	\$50,000.00	\$5,556.00	\$55,556.00
		2027	\$50,000.00	\$5,556.00	\$55,556.00
		2028	\$50,000.00	\$5,556.00	\$55,556.00
	<i>Total Component Amount:</i>		\$150,000.00	\$16,668.00	\$166,668.00
	Social Justice for Youth	2026	\$50,000.00	\$5,556.00	\$55,556.00
		2027	\$50,000.00	\$5,556.00	\$55,556.00
		2028	\$50,000.00	\$5,556.00	\$55,556.00
	<i>Total Component Amount:</i>		\$150,000.00	\$16,668.00	\$166,668.00
	Healthy & Fit for Life	2026	\$50,000.00	\$5,556.00	\$55,556.00
		2027	\$50,000.00	\$5,556.00	\$55,556.00
		2028	\$50,000.00	\$5,556.00	\$55,556.00
	<i>Total Component Amount:</i>		\$150,000.00	\$16,668.00	\$166,668.00
	<i>Total Contract Amount:</i>		\$450,000.00	\$50,004.00	\$500,004.00

	IIK	Match	Total Amounts
2026	\$436,000.00	\$48,448.00	\$484,448.00
2027	\$436,000.00	\$48,448.00	\$484,448.00
2028	\$436,000.00	\$48,448.00	\$484,448.00
	\$1,308,000.00	\$145,344.00	\$1,453,344.00

INTER-MUNICIPAL AGREEMENT

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

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

MUNICIPALITY, ACTING BY AND THROUGH ITS YOUTH BUREAU, a municipal corporation of the State of New York, having an office and place of business at **Address** (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County desires that the Municipality provide a Positive Youth Development Program(s) in accordance with the Request for Proposal (“RFP”) for the County’s “Invest In Kids” Program; and

WHEREAS, the Municipality has proposed to provide such a Positive Youth Development Program(s), in response to the RFP; and

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

FIRST: The Municipality shall provide a Youth Development Program(s), namely the **PROGRAM NAME** Program (the “Program”), as more fully described in Schedule “A,” which is attached hereto and made a part hereof (the “Work”).

SECOND: The term of this Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2028, unless terminated earlier pursuant to the provisions of this Agreement. The term of this Agreement may only be extended by the Westchester County Youth Bureau Executive Director (the “Director”) in writing, subject to any applicable legal approvals.

The Municipality shall report to the County on its progress toward completing the Work, as the Director may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: The total cost of the Work per year, including County funds and the Municipality contribution, shall not exceed **AMOUNT IN WORDS** Dollars (**\$XXX**). Funds for this Work shall be obtained as follows:

The Municipality shall contribute an amount not less than **AMOUNT IN WORDS** Dollars (**\$XXX**) to the Work per year. The Municipality's contribution shall be made in the form set forth in the approved budget, attached hereto as Schedule "B" and made a part hereof ("Budget"). The County shall reimburse the Municipality an amount not to exceed **AMOUNT IN WORDS** Dollars (**\$XXX**) per year, which the Municipality shall use to provide the Program as more particularly described in Schedule "A" and as budgeted in Schedule "B," payable quarterly, upon receipt and approval by the Office of the Westchester County Attorney of any claims submitted during such period of time. The above-referenced costs of the Work will be allocated as listed in the chart below. Cost per year shall not exceed the amounts set forth above and is considered interchangeable among the components:

CONTRACTOR	PROGRAM NAME	YEAR	IIK	CONTRACTOR MATCH	TOTAL
		2026			
		2027			
		2028			

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

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate

the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

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

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 County Executive or his duly authorized designee.

FOURTH: The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the services contracted for under this Agreement. It is recognized and understood that in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

FIFTH: The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," entitled "Standard Insurance

Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C," the Municipality agrees:

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

(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.

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

Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

SEVENTH: (a) The County reserves the right to cancel this Agreement on thirty (30) days' prior written notice to the Municipality when it deems it to be in its best interests to do so. In such event, the Municipality 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 rates specified in Schedule "B."

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

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the

right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

EIGHTH: The Municipality shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to this Agreement and the Municipality.

NINTH: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

TENTH: All notices given pursuant to this Agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested and mailed to the following addresses:

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

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

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

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

ELEVENTH: **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 “I”.

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.

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 Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

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

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

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

FOURTEENTH : This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

FIFTEENTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the express written consent of the County,

subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

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

SEVENTEENTH: This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

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

THE COUNTY OF WESTCHESTER

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

[MUNICIPALITY]

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:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. **XXXX-XX**

Approved:

Assistant County Attorney
The County of Westchester

SCHEDULE "A"
SCOPE OF WORK

Programs must acknowledge funding through the Bureau in all outreach methods as follows:

'This program is funded in part from the County of Westchester, through the Westchester County Youth Bureau.'

R

SCHEDULE "B"
BUDGET

R

WESTCHESTER COUNTY YOUTH BUREAU
FISCAL REQUIREMENTS AND POLICIES

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

Below is a list of current funding categories:

Local Tax Levy: This program funds up to 65 % (County) of approved expenses.

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

<u>Type of Funding</u>	<u>Name of Form</u>	<u>Form Number</u>
Local Tax Levy	Program Expenditure Summary	IIK0001
	Salaries Report	IIK1000
	Fringe Benefits Report	IIK1001
	Consultants, Contracted Services & Stipends Report	IIK2001
	Supplies	IIK3001
	Rent	IIK3002
	Utilities	IIK3003
	Telecommunications	IIK3004
	Travel	IIK3005
	Insurance	IIK3006
	Miscellaneous	IIK3007

These Youth Bureau Forms can be downloaded from Youth Bureau website at <http://youth.westchestergov.com/budget-forms>

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

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

Only 2 budget modification requests will be accepted within the program calendar year. Budget modification requests are not retro to prior quarters. Final budget modifications must be requested no later than October 30.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULES "E-H" ARE INTENTIONALLY OMITTED.

SCHEDULE "T"

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)

- 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:		<input type="text"/>
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
<input type="text"/>		
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

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

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

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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

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

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

1st Notice

2nd Notice

Final Notice

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

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

Program Monitor Notes: