

# Budget & Appropriations Meeting Agenda



Committee Chair: Jewel Williams Johnson

800 Michaelian Office Bldg.  
148 Martine Avenue, 8th Floor  
White Plains, NY 10601  
[www.westchesterlegislators.com](http://www.westchesterlegislators.com)

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**Monday, June 3, 2024**

**10:00 AM**

**Committee Room**

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## CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601, and remotely via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view it online on the Westchester County Legislature's website:

<https://westchestercountyny.legistar.com/> This website also provides links to materials for all matters to be discussed at a given meeting.

Legislator Colin Smith will be participating remotely from 1132 Main St. Suite 1, Peekskill, NY 10566.

## MINUTES APPROVAL

Monday, April 22, 2024 at 1:00 PM Minutes

Monday, May 20, 2024 at 10:00 AM Minutes

## I. ITEMS FOR DISCUSSION

### 1. [2024-302](#) **ACT-Year-End Transfers Across County Departments**

AN ACT authorizing the transfer of appropriations across County departments in the amount of SEVENTY-FOUR MILLION, FOUR HUNDRED NINE THOUSAND, NINE HUNDRED SEVENTY-SEVEN (\$74,409,977) DOLLARS.

**COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS**

B&A Only.

Guest: Budget Department

Director Larry Soule

**2.     [2024-303](#)     RES-Year-End Transfers Within Various Departments**

A RESOLUTION authorizing the transfer of appropriations within various departments in the amount of THIRTY-ONE MILLION, SEVEN HUNDRED FORTY THOUSAND, FIVE HUNDRED THIRTY-THREE (\$31,740,533) DOLLARS.

**COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS**

B&A Only.

Guest: Budget Department

Director Larry Soule

**3.     [2024-304](#)     ACT-2023 Budget Amendment**

AN ACT authorizing the amendment of the 2023 County Operating Budget in the amount of TWENTY-EIGHT MILLION, ONE HUNDRED FORTY-FIVE THOUSAND, FOUR HUNDRED FORTY-NINE (\$28,145,449) DOLLARS and the 2023 County Special Districts Budget in the amount of ONE MILLION, FOUR HUNDRED TWENTY-TWO THOUSAND (\$1,422,000) DOLLARS.

**COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS**

B&A Only.

Guest: Budget Department

Director Larry Soule

**4.     [2024-291](#)     CBA-BPR03-Woodfield Cottage Infrastructure**

AN ACT amending the 2024 County Capital Budget Appropriations for Capital Project BPR03 - Woodfield Cottage Infrastructure.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION**

Joint with PWT.

Guests: Department of Probation

Commissioner Rocco Pozzi

Deputy Commissioner Mary Frascello

Department of Public Works & Transportation

First Deputy Commissioner Gayle Katzman

Director Robert Abbamont



5.     [2024-292](#)     **BOND ACT-BPR03-Woodfield Cottage Infrastructure**

A BOND ACT authorizing the issuance of FOUR MILLION (\$4,000,000) DOLLARS in bonds of Westchester County to finance Capital Project BPR03 - Woodfield Cottage Infrastructure.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC WORKS & TRANSPORTATION**

Joint with PWT.

Guests: Department of Probation

Commissioner Rocco Pozzi

Deputy Commissioner Mary Frascello

Department of Public Works & Transportation

First Deputy Commissioner Gayle Katzman

Director Robert Abbamont

6.     [2024-288](#)     **ACT - Lawsuit Settlement Dalton v. Westchester County et al.**

AN ACT authorizing the County Attorney to settle the lawsuit of Thomas Dalton v. Orange County and Westchester County in the amount of TWO HUNDRED NINETY-FIVE THOUSAND (\$295,000) DOLLARS, inclusive of attorney's fees.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LAW & MAJOR CONTRACTS**

Joint with LMC.

Guests: Law Department

County Attorney John Nonna

Deputy County Attorney Jane Hogan-Felix

7.     [2024-295](#)     **ACT-WCHCC-Medical Services to Employees of Dept. of Health & Dept. of Labs and Research**

AN ACT authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for a term commencing June 1, 2024 through May 31, 2029 whereby the WCHCC shall provide post exposure evaluation and follow up medical services to employees of both the Department of Health and the Department of Laboratories and Research for potential exposure to bloodborne pathogens.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND HUMAN SERVICES**

Joint with HS.

Guests: Department of Health

Commissioner Sherlita Amler

Department of Labs & Research

Chief Administrator Diane Anton

**8.     [2024-296](#)     **ACT-Sexual Risk Avoidance Education Program****

AN ACT authorizing the County of Westchester to enter into (i) a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program and (ii) to enter into inter-municipal agreements with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers for services to be funded with the grant funds.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, HUMAN SERVICES AND VETERANS, SENIORS & YOUTH**

Joint with HS.

Guests: Youth Bureau

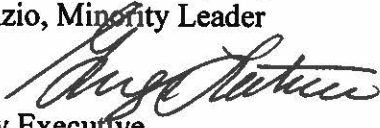
Executive Director Bernie Dean

Program Administrator Chandreyee Mitra

**II. OTHER BUSINESS****III. RECEIVE & FILE****ADJOURNMENT**

May 17, 2024

TO: Hon. Vedat Gashi, Chair  
Hon. Jose Alvarado, Vice Chair  
Hon. Tyrae Woodson-Samuels, Majority Leader  
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer   
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Act – Year-End Transfers Across County Departments.**

---

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 20, 2024 Agenda.

Transmitted herein is an Act authorizing the transfer of appropriations across County departments in the amount of \$74,409,977.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 20, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer  
County Executive

May 17, 2024

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

Members of the Board of Legislators:

Transmitted herein is an Act authorizing the transfer of appropriations across County departments in the amount of \$74,409,977. These transfers are required to complete the 2023 fiscal year on a sound financial basis, and are fully funded by savings within the 2023 Operating Budget.

Pursuant to Section 167.121 of the Laws of Westchester County, this Act requires authorization by the Board of Legislators.

The attached Act contains an increase in the appropriations for various departments. Increased appropriations are needed primarily for higher than anticipated Disproportionate Share Medicaid transfer to Westchester Medical Center, increased Assigned Counsel Plan 18-B rates for misdemeanor and felony cases, and an increase in contributions to the County's general liability (6N) fund. These increases are fully funded by savings from other departments during fiscal year 2023.

Therefore, I recommend approval of the attached Act in the amount of \$74,409,977 for the 2023 County Operating Budget.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George Latimer", written over a blue horizontal line.

George Latimer  
County Executive

Attachment

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

Your committee is in receipt of an Act authorizing the transfer of appropriations across County departments in the amount of \$74,409,977. These transfers are required to complete the 2023 fiscal year on a sound financial basis, and are fully funded by savings within the 2023 Operating Budget.

Pursuant to Section 167.121 of the Laws of Westchester County, this Act requires authorization by the Board of Legislators.

The attached Act contains an increase in the appropriations for various departments. Increased appropriations are needed primarily for higher than anticipated Disproportionate Share Medicaid transfer to Westchester Medical Center, increased Assigned Counsel Plan (18-B) rates for misdemeanor and felony cases, and an increase in contributions to the County's general liability (6N) fund. These increases are fully funded by savings from other departments during fiscal year 2023.

Therefore, the committee recommends approval of the attached Act in the amount of \$74,409,977 for the 2023 County Operating Budget.

Dated:

White Plains, NY

# FISCAL IMPACT STATEMENT

SUBJECT: 2023 BOL Transfers

☒ NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: \_\_\_\_\_

Potential Related Operating Budget Expenses:

Annual Amount \_\_\_\_\_

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

Potential Related Operating Budget Revenues:

Annual Amount \_\_\_\_\_

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

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

Current Year: \_\_\_\_\_

Next Four Years: \_\_\_\_\_

Prepared by: Christina Rampata

Title: Deputy Budget Director

Department: Budget

Date: May 17, 2024

Reviewed By: 

Budget Director

Date: 5/17/24

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

SECTION 1. The following transfers in 2023 County Operating Budget are hereby authorized:

	UNIT	OBJECT	AMOUNT
<b>Board of Legislators (101-10)</b>			
Annual Regular Salaries	1000	1010 \$	(162,231)
Replacement Equipment	1000	2300 \$	(2,717)
Postage	1000	3700 \$	(415)
Advertising/Legal Notices	1000	4250 \$	(101)
Svc Information Support Servcs	1000	5205 \$	(2,500)
<b>Office of Economic Development (101-11)</b>			
Annual Regular Salaries	0100	1010 \$	(300,185)
Books and Periodicals	0720	3070 \$	(12,651)
Equipment Service & Rental	0400	4070 \$	(6,302,481)
<b>Human Resources (101-12)</b>			
Annual Regular Salaries	6010	1010 \$	(474,977)
Books and Periodicals	6010	3070 \$	(12,676)
Equipment Service & Rental	6010	4070 \$	(240,035)
Service By Dept Of Law	6010	5325 \$	(13,476)
<b>Budget (101-13)</b>			
Annual Regular Salaries	1000	1010 \$	(211,081)
Overtime	1000	1400 \$	(4,549)
Printing and Office Supplies	1000	3600 \$	(290)
Postage	1000	3700 \$	(138)
<b>Elections (101-14)</b>			
Annual Regular Salaries	1000	1010 \$	(1,022,758)
Replacement Equipment	1000	2300 \$	(91,240)
Printing and Office Supplies	1000	3600 \$	(1,401,736)
Technical Services	1000	4420 \$	(2,067,816)
Service By Dept Of Law	1000	5325 \$	(152,065)
<b>Finance (101-15)</b>			
Annual Regular Salaries	2000	1010 \$	(13,531)
Annual Regular Salaries	3000	1010 \$	(83,339)
Postage	1000	3700 \$	(4,960)
Postage	2000	3700 \$	(146)
General Supplies	2000	3240 \$	(723)
Printing and Office Supplies	2000	3600 \$	(897)
Postage	2000	3700 \$	(1,132)
<b>Information Technology (101-16)</b>			
Additional Equipment	2500	2400 \$	(126,014)
Printing and Office Supplies	6000	3600 \$	(21,932)
Postage	6000	3700 \$	(115,066)
Equipment Service & Rental	6000	4070 \$	(1,311,080)
<b>Board of Acquisition &amp; Contract (101-17)</b>			
Annual Regular Salaries	1000	1010 \$	16,022



	UNIT	OBJECT	AMOUNT
<b>Law (101-18)</b>			
Annual Regular Salaries	1000	1010 \$	(25,286)
Hourly Wages	1000	1200 \$	(18,074)
Replacement Equipment	1000	2300 \$	(8,631)
Printing and Office Supplies	1000	3600 \$	(18,502)
Litigation	1000	4923 \$	(996,458)
<b>Planning (101-19)</b>			
Annual Regular Salaries	0100	1010 \$	(278,119)
Hourly Wages	0100	1200 \$	(120)
Printing and Office Supplies	0100	3600 \$	(70,363)
Community Services	0100	5125 \$	(9,842,818)
Service By Dept Of Law	0100	5325 \$	(206,908)
<b>Emergency Services (101-20)</b>			
Replacement Equipment	1000	2300 \$	(172,075)
General Supplies	1000	3240 \$	(245,005)
Contractual Services	1000	4380 \$	(405,326)
Services by DPW	1000	5280 \$	(113,514)
<b>County Clerk (101-21)</b>			
Annual Regular Salaries	0300	1010 \$	(303,482)
Overtime	0300	1400 \$	(7,900)
Replacement Equipment	0300	2300 \$	(3,470)
Postage	0300	3700 \$	(27,673)
Technical Services	0300	4420 \$	(63,458)
Svc Information Support Servcs	0300	5205 \$	(34,533)
<b>Social Services (101-22)</b>			
Medicaid - Disproportionate Share	8900	5761 \$	47,824,068
<b>Seniors (101-24)</b>			
Compreh Prog For Aging	1000	4957 \$	(2,567,852)
Svc Information Support Servcs	1000	5205 \$	(10,556)
Serv By Parks/Recreation/Consv	1000	5416 \$	(26,013)
<b>Consumer Protection (101-25)</b>			
Annual Regular Salaries	0200	1010 \$	(6,022)
Replacement Equipment	0200	2300 \$	(1,340)
Postage	0200	3700 \$	(10,758)
<b>Mental Health (101-26)</b>			
Annual Regular Salaries	2000	1010 \$	(1,148,299)
Fees	2000	1300 \$	(900)
Printing and Office Supplies	2000	3600 \$	(9,645)
Contractual Services	2000	4380 \$	(6,293,036)
Services By County Center	2000	5453 \$	(27,785)
<b>Health (101-27)</b>			
Tuition	2700	4538 \$	471,817
<b>Labs &amp; Research (101-31)</b>			
Replacement Equipment	0010	2300 \$	(8,451)
Laboratory Supplies	0010	3530 \$	(31,061)
Contractual Services	0010	4380 \$	(242,131)
Services by DPW	0010	5280 \$	(403,080)



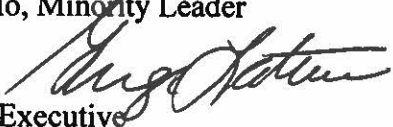
	UNIT	OBJECT	AMOUNT
<b>Correction (101-35)</b>			
Annual Regular Salaries	2000	1010 \$	(6,605)
Overtime	3000	1400 \$	(732,261)
Additional Equipment	2000	2400 \$	(544,073)
Water Service	2000	3180 \$	(532,394)
Prisoner Transport	1000	4445 \$	(2,089,380)
Services by DPW	3000	5280 \$	(1,856,939)
<b>Tax Commission (101-36)</b>			
Hourly Wages	0100	1200 \$	(5,657)
Postage	0100	3700 \$	(340)
Svc Information Support Servcs	0100	5205 \$	(1,181)
<b>District Attorney (101-37)</b>			
Annual Regular Salaries	0010	1010 \$	(502,001)
Differential Payments	0010	1540 \$	(8,379)
Replacement Equipment	0010	2300 \$	(17,307)
Printing and Office Supplies	0010	3600 \$	(47,486)
Technical Services	0010	4420 \$	(276,489)
Services by DPW	0010	5280 \$	(69,971)
<b>Public Safety (101-38)</b>			
Annual Regular Salaries	2000	1010 \$	(1,598,044)
Detective Assignments	1000	1580 \$	(33,785)
Replacement Equipment	2000	2300 \$	(2,174,034)
Automotive Supplies	2000	3010 \$	(473,546)
Equipment Service & Rental	2000	4070 \$	(1,476,661)
Services by DPW	3000	5280 \$	(495,677)
<b>Probation (101-39)</b>			
Annual Regular Salaries	1000	1010 \$	(1,011,221)
Overtime	1000	1400 \$	(97,331)
Replacement Equipment	1000	2300 \$	(97,337)
General Supplies	1000	3240 \$	(85,368)
Contractual Services	2000	4380 \$	(7,319,312)
Svc Information Support Servcs	1000	5205 \$	(46,614)
<b>Public Administrator (101-40)</b>			
Annual Regular Salaries	1000	1010 \$	8,058
<b>Solid Waste (101-41)</b>			
Services By Public Safety Dept	1000	5390 \$	(44,468)
<b>Office of Assigned Counsel (101-43)</b>			
Indigent Defendant Legal Svcs - Felony	1000	4090 \$	5,275,664
Indigent Defendant Legal Svcs - Misdemeanor	1000	4091 \$	4,701,824
<b>Transportation - Ground (101-44)</b>			
Annual Regular Salaries	1000	1010 \$	(106,900)
Overtime	2100	1400 \$	(25,433)
Replacement Equipment	2100	2300 \$	(672,461)
Energy Utilities	2100	3200 \$	(624,349)
Paratransit	2100	4925 \$	(2,871,279)
Services by DPW	2100	5280 \$	(156,322)

	UNIT	OBJECT	AMOUNT
Public Works (101-46)			
Annual Regular Salaries	3400	1010 \$	(171,524)
Hourly Wages	6700	1200 \$	(56,248)
Additional Equipment	3300	2400 \$	(197,815)
Energy Utilities	3400	3200 \$	(7,057,189)
Contractual Services	3400	4380 \$	(2,910,682)
Miscellaneous Budgets (101-52)			
Contribution-6N Fund	2004	4937 \$	16,112,524
Parks, Recreation, and Conservation (165-42)			
Services by DPW	1100	5280 \$	(132,332)
TOTAL TRANSFER AUTHORITY REQUEST		\$	<u>74,409,977</u>

SECTION 2. This ACT shall take effect immediately.

May 17, 2024

TO: Hon. Vedat Gashi, Chair  
Hon. Jose Alvarado, Vice Chair  
Hon. Tyrae Woodson-Samuels, Majority Leader  
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer   
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Res – Year-End Transfers Within Various Depts.**

---

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 20, 2024 Agenda.

Transmitted herein is a Resolution authorizing the transfer of appropriations within various departments in the amount of \$31,740,533.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 20, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.



George Latimer  
County Executive

May 17, 2024

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

Members of the Board of Legislators:

Transmitted herein is a Resolution authorizing the transfer of appropriations within various departments in the amount of \$31,740,533. These transfers are required to fund expenses in several departments, primarily for a higher than anticipated Disproportionate Share Medicaid transfer to Westchester Medical Center, and increased contributions to the County's Health Benefit Fund, general liability (6N) fund and worker's compensation fund (6J). These transfers are fully funded by expenditure savings within each department.

Pursuant to Section 167.121 of the Laws of Westchester County, this resolution requires Committee approval for transfers within the same department.

Therefore, upon the recommendation of the Budget Director, I recommend approval of the attached Resolution in the amount of \$31,740,533 for the 2023 County Budget.

Respectfully submitted,

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

George Latimer  
County Executive

Attachment

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

Your Committee is in receipt of a Resolution authorizing the transfer of appropriations within various departments in the amount of \$31,740,533. These transfers are required to fund expenses in several departments, primarily for a higher than anticipated Disproportionate Share Medicaid transfer to Westchester Medical Center, and increased contributions to the County's Health Benefit Fund, general liability (6N) fund and worker's compensation fund (6J). These transfers are fully funded by expenditure savings within each department.

Pursuant to Section 167.121 of the Laws of Westchester County, only Committee approval is required for transfers within the same department.

Therefore, the Committee on Budget and Appropriation approves the attached Resolution in the amount of \$31,740,533 for the 2023 County Budget.

Dated:

White Plains, NY

# FISCAL IMPACT STATEMENT

SUBJECT: 2023 Committee Transfers

☒ NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

☐ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: \_\_\_\_\_

Potential Related Operating Budget Expenses: Annual Amount \_\_\_\_\_

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

\_\_\_\_\_

Potential Related Operating Budget Revenues: Annual Amount \_\_\_\_\_

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

\_\_\_\_\_

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

Current Year: \_\_\_\_\_

Next Four Years: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prepared by: Christina Rampata

Title: Deputy Budget Director

Department: Budget

Date: May 17, 2024

Reviewed By: 

Budget Director

Date: 5/17/24

"Transfer Resolution No. - 2024"

WHEREAS, the County Executive and the Budget Director have informed this Committee that they are in receipt of a transfer request, attached herein as accompanying Schedule "A", and;

WHEREAS, the Budget Director has assured the Committee that said transfers are in order and may be accomplished without requirement of any additional appropriations to the 2023 County Budget, and said transfers are necessary to fund expenses within several departments, and;

WHEREAS, the County Executive has requested, on the recommendation of the Budget Director, that these transfers of appropriations be approved by this Committee of the County Board of Legislators, and;

WHEREAS, your Committee has reviewed these transfers and concurs in the need for same; therefore, be it

RESOLVED, that in accordance with the provision of Section 167.121 of the Laws of Westchester County, and based upon the recommendation of the Budget Director, and the authorization of the County Executive, this Committee of the County Board of Legislators approves and hereby authorizes the Budget Director to make transfers of funds between general classifications of accounts in the 2023 County Budget in the amount of \$31,740,533 as set forth on the Schedule "A" which is attached hereto and made a part hereof.

Dated:

White Plains, New York

**2023 YEAR END TRANSFERS BY COMMITTEE RESOLUTION - SCHEDULE A**

	FUND	DEPT	UNIT	OBJECT	AMOUNT
<b>Budget (101-13)</b>					
Annual Regular Salary	101	13	1000	1010	(6,372)
Service by Dept of Law	101	13	1000	5325	6,372
<b>Finance (101-15)</b>					
Annual Regular Salary	101	15	2000	1010	(53,876)
Additional Equipment	101	15	1000	2400	933
Additional Equipment	101	15	2000	2400	415
Additional Equipment	101	15	3000	2400	104
Postage	101	15	1000	3700	(1,452)
Contractual Services	101	15	1000	4380	41,316
Service by Dept of Law	101	15	1000	5325	12,560
<b>Information Technology (101-16)</b>					
Overtime	101	16	2500	1400	31,496
Differential Payments	101	16	2500	1540	9,000
Employee Health Insurance	101	16	2500	1680	933,447
Overtime	101	16	5000	1400	603
Overtime	101	16	6000	1400	76,672
Equipment Service & Rental	101	16	6000	4070	(1,051,218)
<b>Board of Acquisition &amp; Contract (101-17)</b>					
Annual Regular Salary	101	17	1000	1010	3,886
Printing & Office Supplies	101	17	1000	3600	(152)
Postage	101	17	1000	3700	(93)
Equipment Service & Rental	101	17	1000	4070	(452)
Telephone Expenses	101	17	1000	4160	(164)
Svc Information Support Services	101	17	1000	5205	(3,025)
<b>Emergency Services (101-20)</b>					
Hourly Wages	101	20	1000	1200	3,559
Overtime	101	20	1000	1400	148,794
Replacement Equipment	101	20	1000	2300	(152,353)
<b>Social Services (101-22)</b>					
Medicaid - Disproportionate Share (DSH)	101	22	8900	5761	4,431,881
Annual Regular Salary	101	22	5000	1010	(497,530)
Additional Equipment	101	22	5000	2400	(20)
General Supplies	101	22	0010	3240	(136,685)
Equipment Service & Rental	101	22	0010	4070	(3,797,646)
<b>Consumer Protection (101-25)</b>					
Postage	101	25	0200	3700	(2,753)
Service by Dept of Law	101	25	0200	5325	2,753
<b>Health (101-27)</b>					
	101	27	2700	4538	2,987,829
Annual Regular Salary	101	27	0010	1010	(2,017,001)
Annual Regular Salary	101	27	2700	1010	(755,778)
Hourly Wages	101	27	0010	1200	(3,587)
Fees	101	27	0010	1300	(6,443)
Overtime	101	27	0010	1400	(33,337)
Differential Payments	101	27	0010	1540	(2,416)
Overtime	101	27	2700	1400	(1,470)
Replacement Equipment	101	27	0010	2300	(1,880)



**2023 YEAR END TRANSFERS BY COMMITTEE RESOLUTION - SCHEDULE A**

	FUND	DEPT	UNIT	OBJECT	AMOUNT
Additional Equipment	101	27	0010	2400	(46,383)
Automotive Supplies	101	27	0010	3010	(1,047)
Books and Periodicals	101	27	0010	3070	(30)
General Supplies	101	27	0010	3240	(3,931)
Medical/Dental/Lab Supplies	101	27	0010	3530	(89,826)
Printing and Office Supplies	101	27	0010	3600	(3,662)
Postage	101	27	0010	3700	(10,479)
Printing and Office Supplies	101	27	2700	3600	(5,559)
Postage	101	27	2700	3700	(5,000)
<b>Labs &amp; Research (31)</b>					
Overtime	101	31	0010	1400	13,351
Replacement Equipment	101	31	0010	2300	(13,351)
<b>Public Administrator (101-40)</b>					
Annual Regular Salary	101	40	1000	1010	12,860
Replacement Equipment	101	40	1000	2300	(1,000)
Automotive Supplies	101	40	1000	3010	(277)
Books and Periodicals	101	40	1000	3070	(300)
Printing and Office Supplies	101	40	1000	3600	(811)
Postage	101	40	1000	3700	(946)
Equipment Service & Rental	101	40	1000	4070	(2,858)
Employee Travel Expenses	101	40	1000	4110	(125)
Repairs and Maintenance	101	40	1000	4200	(500)
Educational Training	101	40	1000	4360	(81)
Contractual Services	101	40	1000	4380	(136)
Technical Services	101	40	1000	4420	(92)
Svc Information Support Services	101	40	1000	5205	(269)
Service by Dept of Law	101	40	1000	5325	(5,465)
<b>Solid Waste (101-41)</b>					
Employee Health Insurance	101	41	1000	1680	155,188
Postage	101	41	1000	3700	6,328
Additional Equipment	101	41	1000	2400	(62,826)
Services By Public Safety Dept	101	41	1000	5390	(98,690)
<b>Office of Assigned Counsel (101-43)</b>					
Annual Regular Salary	101	43	1000	1010	(61,212)
Additional Equipment	101	43	1000	2400	(8,549)
Printing and Office Supplies	101	43	1000	3600	(120)
Postage	101	43	1000	3700	(5,426)
Indigent Defendant Legal Svcs - Misd	101	43	1000	4091	75,307
<b>Miscellaneous Budgets (101-52)</b>					
Employee Health Insurance	101	52	1500	1680	11,773,589
Unemployment Insurance	101	52	1500	1720	82,279
Debt Service: Bond Principal	101	52	2151	4461	1
Contribution-6N Fund	101	52	2004	4937	2,187,476
Cont-Workers Comp Fund	101	52	2004	4945	5,000,000
Legal Aid Society of Westchester	101	52	2085	5100	579,766
Legal Svcs-of Hudson Valley	101	52	2092	5100	56,981
Legal Svcs-Peekskill	101	52	2093	5100	3,263
Resident Tuition-Other College	101	52	2115	5100	824,671
Special Studies	101	52	2120	5100	35,828
Taxes on County Property	101	52	2130	5100	96,395

**2023 YEAR END TRANSFERS BY COMMITTEE RESOLUTION - SCHEDULE A**

	FUND	DEPT	UNIT	OBJECT	AMOUNT
Tourism	101	52	2135	5100	201,450
Tuition Reimbursement Program	101	52	2140	5100	11,897
Retirement Systems - Nys	101	52	1500	1650	(1,429,263)
Fica / Medicare	101	52	1500	1651	(53,420)
MCTD Mobility Tax	101	52	1500	1710	(64,855)
Employee Benefit Fund	101	52	1500	1715	(118,561)
Tax Certioraris	101	52	2020	5100	(3,992,520)
County Membership Fees	101	52	2030	5100	(15,875)
Court Ordered Medical Exams	101	52	2050	5100	(1,000)
Board of Ethics	101	52	2062	5100	(10,000)
Independent Audit	101	52	2065	5100	(2,500)
In Rem Proceedings	101	52	2075	5100	(1,000)
Legal Svcs-Indigent Defense	101	52	2091	5100	(455,749)
Municipal Sales Tax Distribution	101	52	2102	5100	(8,408,586)
Public Employee Relations Bd	101	52	2105	5100	(1,000)
Services to WCHCC	101	52	2124	5100	(3,839,036)
Statutory Charges	101	52	2125	5100	(93,108)
NYS Court Facilities	101	52	2151	4463	(198,423)
NYS Court Facilities	101	52	2151	5100	(1,911)
Cornell Cooperative Extension	101	52	2170	5100	(81,664)
Community Based Orgs	101	52	2508	5100	(1,625,096)
NYS Court Facilities	101	52	2151	5280	(460,029)
<b>Parks, Recreation, and Conservation (165-42)</b>					
	165	42	4250	1200	1,584,850
Replacement Equipment	165	42	1100	2300	(121,887)
Replacement Equipment	165	42	4100	2300	(5,908)
Automotive Supplies	165	42	1100	3010	(1,085,080)
Insurance	165	42	4400	4280	(3,301)
Debt Service: Bond Interest	165	42	5520	4463	(119,411)
Services By Public Works Dept	165	42	1100	5280	(249,263)
<b>Environmental Facilities - Sewer Operations (221-60)</b>					
Employee Health Insurance	221	60	0110	1680	236,636
Overtime	221	60	0110	1400	109,350
Contractual Services	221	60	0110	4380	(345,986)
<b>Environmental Facilities - Water District #3 (243-60)</b>					
Replacement Equipment	243	60	5310	2300	1,447
Automotive Supplies	243	60	5310	3010	(1,447)
<b>TOTAL TRANSFER AUTHORITY REQUESTED</b>					<b>31,740,533</b>



George Latimer  
County Executive

May 17, 2024

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

Honorable Members of The Board of Legislators:

Transmitted herein is an act authorizing the amendment of the 2023 County Operating Budget in the amount of \$153,475,981 and the 2023 County Special Districts Budget in the amount of \$1,422,000.

Pursuant to Section 167.121 of the Laws of Westchester County, this Act requires authorization by the Board of Legislators.

The attached Act contains an increase of \$153,475,981 in the appropriations for the Department of Social Services. Disproportionate share hospital (DSH) payments to the medical center were higher than anticipated due to an increase in 2023 and an unexpected reconciliation payment from New York State for State Fiscal Years 2020-21 and 2021-22. This increase is fully funded by additional revenues received within the 2023 fiscal year.

Also included in this requested amendment are appropriations increases for debt service within the County's sanitary sewer district funds.

Therefore, I recommend the approval of the attached Act amending the 2023 County Operating Budget in the amount of \$153,475,981 and the 2023 County Special Districts Budget in the amount of \$1,422,000.

Respectfully submitted,

George Latimer  
County Executive

Attachment

THE HONORABLE BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER, NEW YORK

Your committee is in receipt of an act authorizing the amendment of the 2023 County Operating Budget in the amount of \$153,475,981, and the 2023 County Special Districts Budget in the amount of \$1,422,000.

Pursuant to Section 167.121 of the Laws of Westchester County, this Act requires authorization by the Board of Legislators.

The attached Act contains an increase of \$153,475,981 in the appropriations for the Department of Social Services. Disproportionate share hospital payments to the medical center were higher than anticipated. This increase is fully funded by additional revenues received within the 2023 fiscal year.

Also included in this requested amendment are appropriations increases for debt service within the County's sanitary sewer district funds.

Therefore, the committee recommends the approval of the attached Act amending the 2023 County Operating Budget in the amount of \$153,475,981, and the 2023 County Special Districts Budget in the amount of \$1,422,000.

Dated:

White Plains, New York

# FISCAL IMPACT STATEMENT

SUBJECT: 2023 Budget Amendment

☐ NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☒ SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 154,897,981

Total Current Year Revenue \$ 154,897,981

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

☒ Additional Appropriations

☐ Other (explain)

Identify Accounts: SEE ATTACHED ACT

Potential Related Operating Budget Expenses: Annual Amount \_\_\_\_\_

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

\_\_\_\_\_

Potential Related Operating Budget Revenues: Annual Amount \_\_\_\_\_

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

\_\_\_\_\_

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

Current Year: \_\_\_\_\_

Next Four Years: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prepared by: Christina Rampata

Title: Deputy Budget Director

Department: Budget

Date: May 30, 2024

Reviewed By: 

Budget Director

Date: 5/30/24

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

SECTION 1. The following transfers in 2023 County Operating Budget are hereby authorized:

EXPENDITURES:

Department of Social Services

Medicaid - Disproportionate Share Hospital (101-22-8900-5761)	+ \$	153,475,981
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TOTAL GENERAL FUND EXPENSE	\$	153,475,981
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REVENUES:

Miscellaneous Budget

Other Miscellaneous - (101-52-1000-9670)	+ \$	153,475,981
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TOTAL GENERAL FUND REVENUE	\$	153,475,981
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SECTION 2. The 2023 County Special Districts Budget shall be amended as follows:

EXPENDITURES:

North Yonkers Pumping Station (233-60)

Cash to Capital (233-60-1310-4463)	+ \$	566,000.00
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Yonkers Joint Treatment Plant (234-60)

Cash to Capital (234-60-1410-4463)	+ \$	856,000.00
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TOTAL DISTRICT EXPENDITURES	\$	1,422,000.00
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REVENUES:

North Yonkers Pump Station (233-60)

Transfer in from Districts 233-60-1310-9696	+ \$	566,000.00
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Yonkers Joint Treatment Plant (234-60)

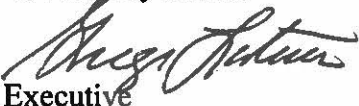
Transfer in from Districts 234-60-1410-9696	+ \$	856,000.00
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TOTAL DISTRICT REVENUES	\$	1,422,000.00
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SECTION 3. This ACT shall take effect immediately.

May 16, 2024

TO: Hon. Vedat Gashi, Chair  
Hon. Jose Alvarado, Vice Chair  
Hon. Tyrae Woodson-Samuels, Majority Leader  
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer   
Westchester County Executive

RE: Message Requesting Immediate Consideration: **CBA & Bond Act – BPR03 – Woodfield Cottage Infrastructure.**

---

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 20, 2024 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester ("County") to amend its current year Capital Budget ("Capital Budget Amendment"), as well as adopt a related bond act (the "Bond Act") to finance the following capital project: BPR03.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 20, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.





George Latimer  
County Executive

May 10, 2024

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

Dear Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester ("County") to amend its current year Capital Budget ("Capital Budget Amendment"), as well as adopt a related bond act (the "Bond Act") to finance the following capital project:

BPR03 – Woodfield Cottage Infrastructure ("BPR03").

The proposed Capital Budget Amendment will amend the County's 2024 capital budget to appropriate \$4,000,000 for this new project.

The Bond Act, in the amount of \$4,000,000, would fund the cost of roof rehabilitation and HVAC replacement at the Woodfield Cottage juvenile detention facility in Valhalla.

The Department of Probation has advised that the majority of flat roofs at the facility are failing and causing constant water leaks into the building. Additionally, the five (5) rooftop HVAC units, which provide heating and cooling for the facility, need to be replaced, along with return air fans, heating coils and other associated equipment.

Following bonding authorization, design will be scheduled and is anticipated to take six months (6) to complete and will be performed by County staff. It is estimated that construction will take nine (9) months to complete and will begin after award and execution of the construction contracts.

Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester County Planning Board (the "Planning Board") with respect to the physical planning aspects of the project. Accordingly, the required Planning Board report is herewith attached.

Office of the County Executive  
Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

Telephone: (914)995-2900



Based on the importance of this project to the County, favorable action on the proposed Capital Budget Amendment and Bond Act is respectfully requested.

Sincerely,

A handwritten signature in dark ink, appearing to read "George Latimer", written over the printed name.

George Latimer  
Westchester County Executive

GL/RP/jpg/nn  
Attachment

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

Your Committee is in receipt of a transmittal from the County Executive recommending approval by the County of Westchester (“County”) of an act amending the County’s current-year capital budget (the “Capital Budget Amendment”), as well as adoption of a related bond act (the “Bond Act”), in the amount of \$4,000,000, to finance capital project BPR03—Woodfield Cottage Infrastructure (“BPR03”).

Your Committee is advised that the proposed Capital Budget Amendment will amend the County’s 2024 capital budget to appropriate \$4,000,000 for this new project.

The Bond Act, which was prepared by the law firm of Hawkins Delafield and Wood, LLP, would fund the cost of roof rehabilitation and HVAC replacement at the Woodfield Cottage juvenile detention facility in Valhalla.

The Department of Probation has advised that the majority of flat roofs at the facility are failing and causing constant water leaks into the building. Additionally, the five (5) rooftop HVAC units, which provide heating and cooling for the facility, need to be replaced, along with return air fans, heating coils and other associated equipment.

Your Committee is advised that following bonding authorization, design will be scheduled and is anticipated to take six (6) months to complete and will be performed by County staff. It is estimated that construction will take nine months (9) months to complete and will begin after award and execution of the construction contracts.

The Planning Department has advised your Committee that based on its review, the above-referenced capital project may be classified as a Type “II” action pursuant to the State Environmental Quality Review Act (“SEQR”) and its implementing regulations, 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

In addition, Section 167.131 of the County Charter mandates that a capital budget amendment that introduces a new capital project or changes the location, size or character of an existing capital project be accompanied to the Board of Legislators by a report of the Westchester

County Planning Board (the “Planning Board”) with respect to the physical planning aspects of the project. Accordingly, the required Planning Board report is herewith attached.

It should be noted that an affirmative vote of two-thirds of the members of your Honorable Board is required in order to adopt the proposed Capital Budget Amendment and Bond Act.

Your Committee has carefully considered the proposed Capital Budget Amendment, as well as the related Bond Act, and recommends approval of both of the proposed Acts, noting that the Bond Act can only be enacted following adoption of the Capital Budget Amendment.

Dated: \_\_\_\_\_, 2024  
White Plains, New York

**COMMITTEE ON**

k/jpg/5/01/2024

# FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: BPR03

☐ NO FISCAL IMPACT PROJECTED

## SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

Source of County Funds (check one):

☐ Current Appropriations

☒ Capital Budget Amendment

## SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal \$ 4,000,000 PPU 10 Anticipated Interest Rate 2.84%

Anticipated Annual Cost (Principal and Interest): \$ 468,015

Total Debt Service (Annual Cost x Term): \$ 4,680,150

Finance Department: Interest rates from May 7, 2024 Bond Buyer - ASBA

## SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations

(describe in detail for current and next four years):

\_\_\_\_\_  
\_\_\_\_\_

## SECTION D - EMPLOYMENT

As per federal guidelines, each \$92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded: 43

Prepared by: Dianne Vanadia

Title: Associate Budget Director

Department: Budget

Date: 5/11/24

Reviewed By: 

David Slaby

Budget Director

Date: 5/13/24

TO: Michelle Greenbaum, Senior Assistant County Attorney  
Jeffrey Goldman, Senior Assistant County Attorney  
Carla Chaves, Senior Assistant County Attorney

FROM: David S. Kvinge, AICP, RLA, CFM  
Assistant Commissioner



DATE: May 7, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR CAPITAL PROJECT:  
BPR03 WOODFIELD COTTAGE INFRASTRUCTURE**

---

**PROJECT/ACTION:** Per Capital Project Fact Sheet as approved by the Planning Department on  
04-09-2024 (Unique ID: 2536)

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required for the proposed action, because the project or component of the project for which funding is requested may be classified as a **TYPE II action** pursuant to section(s):

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;
- **617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.

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**COMMENTS:** None.

DSK/dvw

cc: Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Lawrence Soule, Budget Director  
Tami Altschiller, Assistant Chief Deputy County Attorney  
Dianne Vanadia, Associate Budget Director  
Robert Abbamont, Director of Operations, Department of Public Works & Transportation  
Susan Darling, Chief Planner  
Claudia Maxwell, Principal Environmental Planner  
Michael Lipkin, Associate Planner

## RESOLUTION 24-19

### WESTCHESTER COUNTY PLANNING BOARD

#### Amendment of Planning Board Report on 2024 Capital Project Requests BPR03 Woodfield Cottage Infrastructure

**WHEREAS**, Woodfield Cottage is a juvenile detention facility located at 20 Hammond House Road, on the Grasslands Campus in the Town of Mt. Pleasant. It serves Westchester County and provides a safe and structured environment for youth awaiting trial or placement, and

**WHEREAS**, the County Executive will submit legislation to the County Board of Legislators which would authorize amending the 2024 Capital Budget to include **Woodfield Cottage Infrastructure** to include funding in the amount of \$4,000,000 for design and construction, and construction management, and

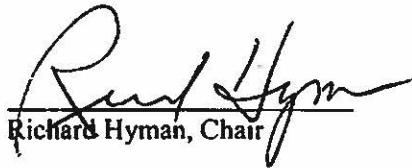
**WHEREAS**, the Woodfield Cottage is approximately 75 years old and has the original roof. The heating/cooling equipment/units are at the end of their useful life. The heating and cooling systems as well as the roof are failing. The roof failure has resulted in additional building damage and hazards. The issues with the building pose potential health and safety issues as the building is occupied 24/7 by youth remanded to juvenile detention., and

**WHEREAS**, this project is classified as a "PL2" - "approved in concept, subject to review when more detailed studies or plans are prepared," and

**WHEREAS**, the project is generally consistent with *Westchester 2025 – Policies to Guide County Planning*, as adopted by the Planning Board on May 6, 2008 and amended on January 5, 2010 by maintaining county facilities; now therefore, be it

**RESOLVED**, that the County Planning Board, pursuant to Section 167.131 of the County Charter, amends its Report on the 2024 Capital Project Requests to include the attached report on Capital Project **Woodfield Cottage Infrastructure**, located at the 20 Hammond House Road, on the Grasslands Campus in the Town of Mt. Pleasant in the amount of \$4,000,000.

Adopted this 7<sup>th</sup> day of May, 2024

  
Richard Hyman, Chair

An Act amending the 2024 County  
Capital Budget Appropriations for  
Capital Project BPR03 WOODFIELD  
COTTAGE INFRASTRUCTURE

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

Section 1. The Capital section of the 2024 County Budget is hereby amended as follows:

	Previous 2024 Appropriation	Change	Revised 2024 Appropriation
I. Appropriation	\$0	\$4,000,000	\$4,000,000

Section 2. The estimated method of financing in the Capital Section of the 2024 Westchester County Capital Budget is amended as follows:

II. METHOD OF  
FINANCING

Bonds and/or Notes	\$0	\$4,000,000	\$4,000,000
Non County Shares	\$0		\$0
Cash	\$0		\$0
Total	\$0	\$4,000,000	\$4,000,000

Section 3. The ACT shall take effect immediately.



ACT NO. - 20\_\_\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$4,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO WOODFIELD COTTAGE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$4,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$4,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted \_\_\_\_\_, 20\_\_\_\_)

BE IT ENACTED BY THE COUNTY BOARD OF LEGISLATORS OF THE COUNTY OF WESTCHESTER, NEW YORK (by the affirmative vote of not less than two-thirds of the voting strength of said Board), AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law"), the Westchester County Administrative Code, being Chapter 852 of the Laws of 1948, as amended, and to the provisions of other laws applicable thereto, \$4,000,000 bonds of the County, or so much thereof as may be necessary, are hereby authorized to be issued to finance the cost of the construction of improvements to Woodfield Cottage, including necessary roof rehabilitation and HVAC replacement, all as set forth in the County's Current Year Capital Budget, as amended. To the extent that the details set forth in this act are inconsistent with any details set forth in the Current Year Capital Budget of the County, such Budget shall be deemed and is hereby amended. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof is \$4,000,000. The plan of financing includes the



issuance of \$4,000,000 bonds herein authorized, and any bond anticipation notes issued in anticipation of the sale of such bonds, and the levy of a tax to pay the principal of and interest on said bonds.

Section 2. The period of probable usefulness of the class of objects or purposes for which the \$4,000,000 bonds authorized by section 1 of this Act are to be issued, within the limitations of Section 11.00 a.90 of the Law, is ten (10) years.

Section 3. Current funds are not required to be provided as a down payment pursuant to Section 107.00 d. 9. of the Law prior to issuance of the bonds authorized herein, or any bond anticipation notes issued in anticipation of the sale of such bonds. The County intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Act, in the maximum amount of \$4,000,000. This Act is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The estimate of \$4,000,000 as the estimated total cost of the aforesaid objects or purposes is hereby approved.

Section 5. Subject to the provisions of this Act and of the Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Board of Legislators relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, relative to prescribing the terms, form and contents and as to the sale and issuance of the respective amounts of bonds herein authorized, and

of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Commissioner of Finance of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Act and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Westchester, payable as to both principal and interest by general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. The validity of the bonds authorized by this Act and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this Act or a summary hereof, are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This Act shall take effect in accordance with Section 107.71 of the Westchester County Charter.

\* \* \*

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

I HEREBY CERTIFY that I have compared the foregoing Act No. -20\_\_\_\_ with the original on file in my office, and that the same is a correct transcript therefrom and of the whole of the said original Act, which was duly adopted by the County Board of Legislators of the County of Westchester on \_\_\_\_\_, 20\_\_\_\_ and approved by the County Executive on \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk and Chief Administrative Officer of the County  
Board of Legislators of the County of Westchester, New  
York

(SEAL)

## LEGAL NOTICE

A Bond Act, a summary of which is published herewith, has been adopted by the Board of Legislators on \_\_\_\_\_, 20\_\_\_\_, and approved by the County Executive on \_\_\_\_\_, 20\_\_\_\_, and the validity of the obligations authorized by such Bond Act may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Westchester, in the State of New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the Constitution.

Complete copies of the Bond Act summarized herewith shall be available for public inspection during normal business hours at the Office of the Clerk of the Board of Legislators of the County of Westchester, New York, for a period of twenty days from the date of publication of this Notice.

ACT NO. \_\_\_\_\_-20\_\_\_\_

BOND ACT AUTHORIZING THE ISSUANCE OF \$4,000,000 BONDS OF THE COUNTY OF WESTCHESTER, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO FINANCE THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO WOODFIELD COTTAGE; STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$4,000,000; STATING THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF \$4,000,000 BONDS HEREIN AUTHORIZED; AND PROVIDING FOR A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS. (Adopted \_\_\_\_\_, 20\_\_\_\_)

object or purpose: to finance the cost of the construction of improvements to Woodfield Cottage, including necessary roof rehabilitation and HVAC replacement, all as set forth in the County's Current Year Capital Budget, as amended.

amount of obligations to be issued

and period of probable usefulness: \$4,000,000; ten (10) years

Dated: \_\_\_\_\_, 20\_\_\_\_  
White Plains, New York

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Clerk and Chief Administrative Officer of the County  
Board of Legislators of the County of Westchester, New  
York

## CAPITAL PROJECT FACT SHEET

<b>Project ID:*</b> <b>BPR03</b>	<input checked="" type="checkbox"/> <b>CBA</b>	<b>Fact Sheet Date:*</b> <b>04-08-2024</b>
<b>Fact Sheet Year:*</b> <b>2024</b>	<b>Project Title:*</b> <b>WOODFIELD COTTAGE INFRASTRUCTURE</b>	<b>Legislative District ID:</b> <b>3,</b>
<b>Category*</b> <b>BUILDINGS, LAND &amp; MISCELLANEOUS</b>	<b>Department:*</b> <b>PROBATION</b>	<b>CP Unique ID:</b> <b>2536</b>

### Overall Project Description

This project accomplishes infrastructure rehabilitation for Woodfield Cottage Secure and Specialized Secure Juvenile Detention Facility necessary for life, health and safety. Necessary infrastructure rehabilitation work includes roof rehabilitation and HVAC replacement.

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Best Management Practices | <input checked="" type="checkbox"/> Energy Efficiencies | <input checked="" type="checkbox"/> Infrastructure |
| <input checked="" type="checkbox"/> Life Safety    | <input type="checkbox"/> Project Labor Agreement        | <input type="checkbox"/> Revenue                   |
| <input checked="" type="checkbox"/> Security       | <input type="checkbox"/> Other                          |  |

### FIVE-YEAR CAPITAL PROGRAM (in thousands)

	Estimated Ultimate Total Cost	Appropriated	2024	2025	2026	2027	2028	Under Review
<b>Gross</b>	4,000	0	0	0	0	0	0	4,000
<b>Less Non-County Shares</b>	0	0	0	0	0	0	0	0
<b>Net</b>	4,000	0	0	0	0	0	0	4,000

**Expended/Obligated Amount (in thousands) as of : 0**

**Current Bond Description:** A 2024 Capital Budget Amendment and Bonding Authorization is requested for necessary roof rehabilitation and HVAC replacement. The majority of flat roofs are failing and causing consistent water leaks into the building. Additionally, the five (5) rooftop HVAC units which provide heating and cooling for the facility need to be replaced, along with return air fans, heating coils and other associated equipment.

#### Financing Plan for Current Request:

Non-County Shares:	\$ 0
Bonds/Notes:	4,000,000
Cash:	0
<b>Total:</b>	<b>\$ 4,000,000</b>

#### SEQR Classification:

TYPE II

#### Amount Requested:

4,000,000

#### Expected Design Work Provider:

☒ County Staff      ☐ Consultant      ☐ Not Applicable

#### Comments:

#### Energy Efficiencies:

THE PROJECT WILL INCLUDE (1) VARIABLE AIR VOLUME (VAV) EQUIPMENT WITH THE LATEST CONTROL TECHNOLOGY; (2) NEW VARIABLE FREQUENCY DRIVE (VFD) RETURN AIR FANS AND HOT WATER PUMPS; AND (3) A NEW 'COOL ROOF' MEMBRANE.

#### Total Financing History:

0

**Recommended By:**

**Department of Planning**

MLLL

**Date**

04-09-2024

**Department of Public Works**

RJB4

**Date**

04-29-2024

**Budget Department**

DEV9

**Date**

04-30-2024

**Requesting Department**

MAF1

**Date**

05-01-2024

George Latimer  
County Executive

Office of the County Attorney

John M. Nonna  
County Attorney

May 7, 2024

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

Re: Request for authorization to settle the lawsuit of Thomas Dalton v Orange County and Westchester County in Supreme Court Westchester County, Index No. 55146/2020, in the amount of \$590,000.00, with the County of Westchester contributing \$295,000.00, inclusive of attorney's fees.

Dear Honorable Members of the Board:

Attached for your consideration is an Act, which if enacted by your Board, would authorize the settlement of the lawsuit of Thomas Dalton v County of Westchester et al., in the amount of \$590,000.00, with the County of Westchester contributing \$295,000.00 inclusive of attorney's fees.

This matter is pending in the Westchester County Supreme Court before the Honorable Paul Marx. The lawsuit tentatively settled, pending this Board's approval, for a total amount of \$590,000.00. The County of Westchester and the County of Orange will each contribute \$295,000.00, inclusive of attorney's fees.

Hillary Nappi, Esq. of Hach Rose Schirripa & Cheverie, LLP, 112 Madison Avenue, 10<sup>th</sup> Floor, New York, New York 10016, is representing the plaintiff, Thomas Dalton.

This lawsuit is brought pursuant to the Child Victims Act ("CVA"), CPLR Section 214-g which revived the statute of limitations for victims of childhood sexual abuse. The Plaintiff was placed in foster care by the Orange County Department of Social Services (hereinafter "OCDSS") after being abandoned by his mother. By Order dated October 8, 1986 the Family Court Judge of Orange County, terminated the parental rights of plaintiff's natural parents and committed guardianship and custody rights to the OCDSS empowering OCDSS to consent to the adoption of plaintiff subject to the order of a court of competent jurisdiction. On September 1, 1988 an Adoptive Placement Agreement was executed by George Dalton (hereinafter referred to as "Dalton") and OCDSS for the placement of plaintiff in the home of Dalton. The Dalton home





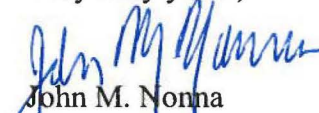
was located in Westchester County. Sometime after the plaintiff was placed with Dalton, Westchester County Department of Social Services (hereinafter referred to as "WCDSS") and OCDSS executed an Agreement Between Agencies, wherein OCDSS authorized WCDSS to provide adoptive care to Dalton and plaintiff and to report back to OCDSS until plaintiff is legally adopted by Dalton. OCDSS signed the agreement on October 21, 1988 and WCDSS signed the agreement on December 5, 1988. An Affidavit of Agency Investigation, dated October 27, 1989, was submitted to the Westchester County Family Court, by WCDSS, for consideration in the adoption of the Plaintiff. On January 23, 1990 the Westchester County Family Court Judge granted the petition of Dalton to adopt the plaintiff. The plaintiff alleges that soon after he was placed in the Dalton home when he was 10 years old, he became the victim of sexual abuse. He alleges that the abuse continued on a regular basis until weeks prior to his 18<sup>th</sup> birthday in 1995 when Dalton was arrested for the sexual abuse he perpetrated on plaintiff. Dalton is not a defendant in this action and is deceased. Plaintiff claims that he reported the abuse to both the Orange County and Westchester County caseworkers. The Orange County worker is deceased and the Westchester County worker denies knowledge of the abuse.

Plaintiff graduated from Eastchester High School in 1995. He joined the Army and failed basic training. He has held numerous jobs that he had difficulty keeping due to his inability to follow direction. He married and later divorced. He is addicted to both alcohol and opiates and has been in outpatient and inpatient programs. He has been convicted of numerous crimes for which he has spent time in New York State Correctional Facilities. He has spent years in therapeutic treatment programs and continues to participate in a drug treatment program to date.

The plaintiff will argue that the WCDSS was negligent in its investigation, selection and supervision of the Dalton home as an adoptive home. The OCDSS will also argue that the WCDSS was negligent and both the plaintiff and Orange County will argue that Westchester County's negligence contributed to the injuries allegedly suffered by the plaintiff.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, subsequent proceedings and potential appeal. The accompanying Act will authorize settlement of the lawsuit entitled of Thomas Dalton v Orange County and Westchester County, in the amount of \$590,000.00, with the County of Westchester contributing \$295,000.00 inclusive of attorney's fees.

Very truly yours,

  
John M. Nonna  
County Attorney

JMN/jhf

BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act, which if enacted by your Board, would authorize the settlement of the lawsuit of Thomas Dalton v Orange County and Westchester County, in the amount of \$295,000.00 inclusive of attorney's fees.

This matter is pending in the Westchester County Supreme Court before the Honorable Paul Marx. The lawsuit tentatively settled, pending this Board's approval, for a total amount of \$590,000.00. The County of Westchester and the County of Orange will each contribute \$295,000.00, inclusive of attorney's fees.

Hillary Nappi, Esq. of Hach Rose Schirripa & Cheverie, LLP, 112 Madison Avenue, 10<sup>th</sup> Floor, New York, New York 10016, is representing the plaintiff, Thomas Dalton.

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was located in Westchester County. Sometime after the plaintiff was placed with Dalton, Westchester County Department of Social Services (hereinafter referred to as "WCDSS") and OCDSS executed an Agreement Between Agencies, wherein OCDSS authorized WCDSS to provide adoptive care to Dalton and plaintiff and to report back to OCDSS until plaintiff is legally adopted by Dalton. OCDSS signed the agreement on October 21, 1988 and WCDSS signed the agreement on December 5, 1988. An Affidavit of Agency Investigation, dated October 27, 1989, was submitted to the Westchester County Family Court, by WCDSS, for consideration in the adoption of the Plaintiff. On January 23, 1990 the Westchester County Family Court Judge granted the petition of Dalton to adopt the plaintiff. The plaintiff alleges that soon after he was placed in the Dalton home when he was 10 years old, he became the victim of sexual abuse. He alleges that the abuse continued on a regular basis until weeks prior to his 18<sup>th</sup> birthday in 1995 when Dalton was arrested for the sexual abuse he had perpetrated on plaintiff. Plaintiff claims that he reported the abuse to both the Orange County and Westchester County caseworkers. The Orange County worker is deceased and the Westchester County worker denies knowledge of the abuse.

Plaintiff graduated from Eastchester High School in 1995. He joined the Army and was kicked out of basic training. He has held numerous jobs that he had difficulty keeping due to his inability to follow direction. He married and later divorced. He is addicted to both alcohol and opiates. He has been convicted of numerous crimes for which he has spent time in New York State Correctional Facilities. He has spent years in therapeutic treatment programs and continues to participate in a drug treatment program to date.

The plaintiff will argue that the WCDSS was negligent in its investigation, selection and supervision of the Dalton home as an adoptive home. The OCDSS will also argue that the WCDSS was negligent and both the plaintiff and Orange County will argue that Westchester County's negligence contributed to the injuries allegedly suffered by the plaintiff.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, subsequent proceedings and potential appeal. The accompanying Act will authorize settlement of the lawsuit entitled of Thomas Dalton v Orange County and Westchester County, in the amount of \$590,000.00, with the County of Westchester contributing \$295,000.00 inclusive of attorney's fees.

Your Committee has carefully considered the subject matter, the settlement proposal, the attached Act and recommends authorizing the County Attorney or his designee to settle the lawsuit entitled Thomas Dalton v Orange County and Westchester County., in the amount of \$295,000.00, Westchester County Supreme Court Index No. 55146/2020, inclusive of attorney's fees.

An affirmative vote of a majority of the Board is required to pass this legislation.

Dated: White Plains, New York

, 2024

COMMITTEE ON

ACT NO. -2024

AN ACT authorizing the County Attorney to settle the lawsuit of Thomas Dalton v Orange County and Westchester County, Westchester County Supreme Court Index No. 55146/2020, in the amount of \$295,000.00, inclusive of attorney's fees

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

Section 1. The County Attorney is authorized to settle the lawsuit of Thomas Dalton v. Orange County and Westchester County, Westchester County Supreme Court Index No. 55146/2020, in the amount of \$295,000.00, inclusive of attorney's fees.

Section 2. The County Attorney or his designee is hereby authorized and empowered to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose of this Act.

Section 3. This Act shall take effect immediately.

# FISCAL IMPACT STATEMENT

SUBJECT: Lawsuit Settlement: Thomas Dalton G ☐ NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 295,000

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☒ Other (explain)

Identify Accounts: 6N Fund: 615 59 0530 1250 4280 04

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: Settlement of CVA Claim G880211 Dalton, Thomas

Potential Related Operating Budget Revenues: Annual Amount N/A

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

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

Current Year: N/A

Next Four Years: N/A

Prepared by: Jane Hogan-Felix

Title: Deputy County Attorney

Department: Law

Date: April 29, 2024

*210*

Reviewed By:

*Lawrence S. Sade*  
Budget Director

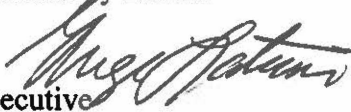
Date:

4/29/24



May 16, 2024

TO: Hon. Vedat Gashi, Chair  
Hon. Jose Alvarado, Vice Chair  
Hon. Tyrae Woodson-Samuels, Majority Leader  
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer  
Westchester County Executive 

RE: Message Requesting Immediate Consideration: **Act – WCHCC –  
Medical Services to Employees of DOH and DLR.**

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This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 20, 2024 Agenda.

Transmitted herewith for your consideration and approval is an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through both its Department of Health ("DOH") and its Department of Laboratories and Research ("DLR"), to enter into an agreement with the Westchester County Health Care Corporation ("WCHCC") whereby WCHCC would provide post-exposure evaluation and follow-up medical services to employees of both the DOH and DLR for potential exposure to bloodborne pathogens (the "Agreement").

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 20, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.





George Latimer  
County Executive

May 10, 2024

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

Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration and approval is an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through both its Department of Health ("DOH") and its Department of Laboratories and Research ("DLR"), to enter into an agreement with the Westchester County Health Care Corporation ("WCHCC") whereby WCHCC would provide post-exposure evaluation and follow-up medical services to employees of both the DOH and DLR for potential exposure to bloodborne pathogens (the "Agreement").

The Agreement with the WCHCC would be for the term June 1, 2024 through May 31, 2029. The County would pay a fee not to exceed Twenty-two Thousand Five Hundred (\$22,500.00) Dollars for the five-year term of the Agreement, pursuant to an approved rate schedule. It should be noted that WCHCC has been providing these services to the County since 1999 and the current Agreement will expire on May 31, 2024.

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

Both the Commissioner of Health and the Pathologist/Deputy Medical Examiner have approved the material terms of the proposed Agreement and determined that the amount specified is fair and reasonable. Based upon the foregoing, I recommend approval of the attached legislation.

Sincerely,

A handwritten signature in dark ink, appearing to read "George Latimer", written over a light blue horizontal line.

George Latimer  
Westchester County Executive

GL/SA/AM/jpg

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

Telephone: (914)995-2900

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

Your Committee is in receipt of a communication from the County Executive requesting that your Honorable Board authorize the County of Westchester (the “County”), acting by and through both its Department of Health (“DOH”) and its Department of Laboratories and Research (“DLR”), to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) whereby WCHCC would provide post exposure evaluation and follow-up medical services to employees of both DOH and DLR for potential exposure to bloodborne pathogens for the term June 1, 2024 through May 31, 2029. The County would pay a fee not to exceed Twenty-two Thousand Five Hundred (\$22,500.00) Dollars for the five-year term of the agreement, pursuant to an approved rate schedule. Your Committee notes that WCHCC has been providing these services to the County since 1999 and the current agreement will expire on May 31, 2024.

The Planning Department has advised that the proposed agreement does not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators.

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

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

Dated: \_\_\_\_\_, 2024

White Plains, New York

**COMMITTEE ON**  
C/jpg/2024 Bloodborne legislation

# FISCAL IMPACT STATEMENT

SUBJECT: Blood borne pathogens exposure

☐ NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 2,250

Total Current Year Revenue \$ 810

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

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: Fund 101, Dept 27, Unit 0010, Subunit 4000, Object 4380, Function HSSN

Fund 101, Dept 27, Unit 0010, Revenue Object 9706

Potential Related Operating Budget Expenses: Annual Amount \$4,500

Describe: This is a 5 year (6/1/2024 - 5/31/2029) contract not-to-exceed \$22,500  
for mandated testing of samples for blood borne pathogens

Potential Related Operating Budget Revenues: Annual Amount \$1,620

Describe: Estimated State Aide reimbursement totaling \$8,100 over 5 years

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

Current Year: \_\_\_\_\_

Next Four Years: \_\_\_\_\_

Prepared by: Mark Medwid

Title: Associate Budget Director

Department: Budget

Date: May 10, 2024

Reviewed By: 

Budget Director

Date: 5/13/24

An Act authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for a term commencing June 1, 2024 through May 31, 2029 whereby the WCHCC shall provide post exposure evaluation and follow-up medical services to employees of both the Department of Health and the Department of Laboratories and Research for potential exposure to bloodborne pathogens.

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

**Section 1.** The County of Westchester is hereby authorized to enter into an agreement with the Westchester County Health Care Corporation ("WCHCC") for a term commencing June 1, 2024 through May 31, 2029 whereby the WCHCC shall provide post exposure evaluation and follow-up medical services to employees of both the Department of Health and the Department of Laboratories and Research for potential exposure to bloodborne pathogens. The County shall pay a fee not to exceed Twenty-two Thousand Five Hundred (\$22,500.00) Dollars for the five-year term of the agreement, pursuant to an approved rate schedule.

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

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

**THIS AGREEMENT**, made the \_\_\_\_ day of \_\_\_\_\_, 2024 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")

acting by and through its Department of Health ("DOH") and Department of  
Labs and Research ("DLR")

and

**WESTCHESTER COUNTY HEALTH CARE CORPORATION**, a public  
benefit corporation of the State of New York, having an office and principal  
place of business at 100 Woods Road, Valhalla, New York 10595,

(hereinafter referred to as the "Corporation")

**WITNESSETH:**

**WHEREAS**, the County desires to obtain services from the Corporation whereby  
the County, acting by and through its DOH and its DLR will refer DOH and DLR employees for  
post exposure evaluation and follow-up medical services for potential exposure to bloodborne  
pathogens; and

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

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

**FIRST**: The Corporation shall furnish services to DOH and DLR employees  
referred by the County for post exposure evaluation and follow-up medical services for potential  
exposure to bloodborne pathogens in accordance with Schedule "A", which is attached hereto  
and made a part hereof.



SECOND: For the services rendered pursuant to Paragraph "FIRST", the Corporation shall be paid on a per patient basis at no more than the then current Worker's Compensation rates. If, for any reason, Worker's Compensation does not cover any or all of the services, the Corporation shall be paid on a per patient basis according to the rates listed in Schedule "B" (Occupational Health Center encounter form). The total amount payable pursuant to this Agreement shall not exceed Twenty-two Thousand Five Hundred (\$22,500.00) Dollars. The Corporation may refuse to provide services in the event the County of Westchester does not pay for services rendered within 60 days of receipt of an invoice.

Any and all requests for payment made by the Corporation, including any request for partial payment made in proportion to the work completed, shall be submitted by the Corporation on properly executed payment vouchers of the County and shall be submitted on a monthly basis not later than the 15th day of the month following the month in which the work was performed by Corporation and paid only after approval by the Commissioner of Health of the County of Westchester ("DOH Commissioner") and/or approval by the Pathologist/Deputy Medical Examiner of the Department of Labs and Research of the County of Westchester ("Medical Examiner"), which approvals shall not be unreasonably withheld. In no event shall final payment be made to the Corporation prior to completion of all professional services, the submission of reports, if any, and the approval of same by the DOH Commissioner and/or the Medical Examiner.

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize sequential numbering and be non-repeating. The Corporation shall attach to each payment voucher an Occupational Health Center encounter form, a sample form of which is attached hereto as Schedule "B".

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

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

The Corporation shall use the monies paid by the County under this Agreement to pay the Corporation's costs for providing the health care services required under paragraph 1 of this Agreement (including staff salaries), before such funds are used for any other purpose. The Corporation shall provide the DOH Commissioner and/or the Acting Medical Examiner with a semi-annual accounting to verify that the money has been spent in this manner, unless services are being denied, in which case the County may cease payment until an accounting is provided. In addition, the County, if it desires an accounting on a more frequent basis, may have access to the relevant books and records of the Corporation upon reasonable notice in order to conduct its own audit of such payment and expenses, provided that the same is done at the County's sole cost and expense.

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. County shall not request services if County has not appropriated funds for such services. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The



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

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

**THIRD:** The term of this Agreement shall commence on June 1, 2024 and shall expire on May 31, 2029.

The Corporation shall properly maintain medical records relative to the services rendered for which compensation is to be paid by the County pursuant to the terms of this Agreement, which shall include, but not be limited to, the following:

1. Date
2. Names of employees rendering service
3. Nature of service rendered
4. Required time expended.

**FOURTH:** The Corporation shall immediately inform the DOH Commissioner and/or Medical Examiner in writing of any cause for delay in the performance of its obligations under this Agreement.

**FIFTH:** This Agreement shall terminate in the event that either party is in default in the performance of or compliance with any of the material covenants, terms or conditions of this Agreement, and if the breaching party shall fail to cure such default within thirty (30) days after written notice is served by the non-breaching party specifying such default and the non-breaching party's intent to terminate this Agreement or shall, in the case of a default not susceptible of being cured within such thirty (30) day period, fail to commence to cure the default within such thirty (30) day period and diligently and continuously pursue same to completion. It is the intention of the parties, in connection with a default not susceptible of being cured with due diligence within such thirty (30) day period (subject to Unavoidable Delays as defined in the Cooperation Agreement between the parties dated December 15, 2008), that the time within which the breaching party must cure the same shall be extended for such period as may be necessary to complete the same with all due diligence, provided that the breaching party, within such thirty (30) day period, shall give the non-breaching party notice describing the proposed cure along with an explanation as to why such cure cannot be completed within thirty (30) days, and that the breaching party intends to proceed with due diligence to cure such default, has commenced taking steps to effect such cure, and has provided an anticipated date for completion of the cure.

**SIXTH:** The County shall be entitled to copies of all records compiled by the Corporation in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, unless otherwise prohibited by law.

**SEVENTH:** Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. All work performed by a sub-contractor shall be deemed work performed by the Corporation.

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

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

TENTH: The parties shall comply with all applicable laws, rules and regulations pertaining to confidential information. All referrals will be sent with a release of records request, completed by the patient, to the Corporation to report back to the County following evaluation.

The Corporation expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Corporation 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.

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

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

TWELFTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County DOH:

Department of Health  
10 County Center Road, 2<sup>nd</sup> Floor  
White Plains, New York 10607

To the County DLR:

Department of Labs and Research  
10 Dana Road  
Valhalla, New York 10595

with a copy to:

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

To the Corporation:

President and Chief Executive Officer  
Westchester County Health Care Corporation  
Executive Offices at Taylor Pavilion, C-1  
100 Woods Road  
Valhalla, New York 10595

with a copy to:

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

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

- 1.) Schedule "C" — "Business Enterprises Owned and Controlled by Women or Persons of Color"

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by women or persons of color in contracts and projects funded by all departments of the County.

- 2.) Schedule "D" — "Required Disclosure of Relationships to County"

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

- 3.) Schedule "E" — "Vendor Direct Program - Electronic Funds Transfer"

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

the Corporation understands that it must contact the County's Finance Department.)

If the Corporation is already enrolled in the Vendor Direct Program, the Corporation 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.

**FOURTEENTH:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

**SIXTEENTH:** This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

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

[NO FURTHER TEXT ON THIS PAGE]

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

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Sherlita Amler, M.D.  
Commissioner of Health

**WESTCHESTER COUNTY HEALTH CARE CORPORATION**

By: \_\_\_\_\_  
\_\_\_\_\_  
(Name and Title)

Authorized by the Westchester County Board of Legislators at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2024.

Approved as to form and manner of execution:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester  
eos/doh/wchcc bloodborne pathogens/24-29 agmt



**CORPORATE ACKNOWLEDGMENT**

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came  
\_\_\_\_\_, to me known, and known to me to be the  
\_\_\_\_\_, of the Westchester County Health Care Corporation, the  
corporation described in and which executed the within instrument, who being by me duly sworn did  
depose and say that he, the said \_\_\_\_\_ resides at  
\_\_\_\_\_, New York and that he is the \_\_\_\_\_ of  
said corporation and that he signed his name thereto by like order.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SCHEDULE "A"**

### **Occupational Exposure to Bloodborne Pathogens**

The County of Westchester (the "County"), acting by and through the Westchester County Department of Health ("DOH") and the Westchester County Department of Labs & Research ("DLR"), will assume responsibility for the following:

1. Both DOH and DLR will immediately refer all employees with an occupational exposure to bloodborne pathogens to Westchester Medical Center. Employees will report to the Westchester Medical Center ("WMC") Occupational Health Center, 100 Woods Road, Taylor Pavilion, Room D-109, Monday to Friday between the hours of 7:15 am – 2:30 pm excluding Holidays. At all other times DOH and DLR staff will report to the WMC Emergency Room Department.
2. Both DOH and DLR will provide WMC with a written referral including:
  - a) The nature of the incident
  - b) The employee's job description
  - c) The route and source of exposure
  - d) Information on the source patient
  - e) A copy of the incident report
  - f) Employee's Hepatitis B vaccination status
3. When possible, both DOH and DLR will call WMC Occupational Health Center at (914) 493-8580 or 493-1385 at the time of referral, to notify them of occupational exposure and referral. During after hours, the DOH and DLR will call the WMC Emergency Room Department at (914) 493-7307.
4. The DOH and DLR will follow up with the medical provider of source individual to obtain evaluation and permission for the release of records. Results of source individual's testing will be forwarded to the employee's medical provider at WMC Occupational Health Center.
5. The County agrees to incur all costs for medical evaluation, lab testing and all follow-up related to the incident that is not covered by worker's compensation.

The Westchester Medical Center ("WMC") will assume responsibility for the following:

1. WMC will immediately evaluate all DOH and/or DLR employees referred for all occupational exposure to bloodborne pathogens according to OSHA Bloodborne Pathogens Standard 29 CFR Part 1910.1030.
2. WMC will follow New York State Department of Health guidelines for HIV prophylaxis following an occupational exposure.
3. WMC will assure that Emergency Room physicians have a copy of the OSHA Bloodborne Pathogens Standard and WMC Occupational Health Center's policies and procedures for managing occupational exposures to bloodborne pathogens.
4. WMC will inform the DOH or DLR employee of all follow-up appointments.
5. WMC will provide the DOH or DLR with a copy of the evaluating healthcare professional's written opinion within 15 days after completion of the evaluation. For Hepatitis B vaccinations, the healthcare professional's written opinion will be limited to whether the DOH or DLR employee requires or has received the Hepatitis B vaccination.

The written opinion for post-exposure evaluation and follow-up will be limited to whether or not the DOH or DLR employee has been informed of the results of the medical evaluation and any medical conditions which may require further evaluation and treatment.

All other diagnoses must remain confidential and not be included in the written report to the DOH or DLR.

6. WMC will not bill the DOH/DLR employees directly for services rendered for the evaluation and treatment of occupational exposure.

**SCHEDULE B  
OCCUPATIONAL HEALTH CENTER  
SCHEDULE OF SERVICES AND FEES**

<b>SERVICE</b>	<b>COST</b>	<b>CODE</b>	<b>Check Services</b>
PHYSICAL EXAM & HISTORY	\$100.00	PE 1	
DOT EXAMINATION AND HISTORY	\$115.00	PE-2	
PRE-PLACEMENT ASSESSMENT: HISTORY, PHYSICAL, CBC, SMAC, US (DIPSTICK) LAB REVIEW AND REFERRAL AS INDICATED	\$150.00	PE-3	
PRE-PLACEMENT ASSESSMENT: HISTORY, PHYSICAL, CBC, SMAC, US (DIPSTICK) LAB REVIEW AND REFERRAL AS INDICATED, ALSO, HBsAb, HBsAg, RUBELLA, VARICELLA, MUMPS, RUBEOLA TITERS, PPD, PLACEMENT/INTERPRETATION, LAB REVIEW AND REFERRAL AS INDICATED	\$310.00	PE-4	
PRE-PLACEMENT ASSESSMENT DAY 2	N/C	PE - C	
ANNUAL HEALTH ASSESSMENT: CBC, SMAC, UA (DIPSTICK), PPD PLACEMENT/ INTERPRETATION LAB REVIEW AND REFERRAL AS INDICATED	\$175.00	AA-1	
ANNUAL HEALTH ASSESSMENT: PPD, PLACEMENT/INTERPRETATION LAB REVIEW AND REFERRAL AS INDICATED	\$100.00	AA-2	
ANNUAL HEALTH ASSESSMENT DAY 2	N/C	AA - C	
EXECUTIVE PHYSICAL/HISTORY AND HEALTH RISK APPRAISAL	\$350.00	PE-5	
ASBESTOS QUESTIONNAIRE PHYSICAL EXAM & HISTORY	\$125.00	PE-6	
PPD, PLACEMENT/INTERPRETATION	\$26.00	VA-1	
CHEST X-RAY PA & LATERAL B READER	\$300.00	FV-1	
CHEST X-RAY PA & LATERAL	\$105.00	FV-2	
QUANTIFERON	\$85.00	VA-19	
HBV: HBsAg/HBsAb BEFORE SERIES (3) HBsAb AFTER SERIES (1) (2) (3)	\$285.00	VA-2	
HBV: SERIES (3) HBsAb AFTER SERIES (1) (2) (3)	\$200.00	VA-3	
HBV: BOOSTER SERIES (3) HBsAb AFTER SERIES (1) (2) (3)	\$200.00	VA-4	
HBV: ONE INJECTION	\$65.00	VA-19	
SARS-CoV-2 (COVID-19) Diagnostic PCR Test	\$75.00	LA-42	
SARS-CoV-2 (COVID-19) Antibody Test	\$75.00	LA-43	
SARS-CoV-2 (COVID-19) Diagnostic NAAT Test	\$100.00	LA-44	
AUDIOMETRIC HEARING TEST	\$50.00	FV-3	
AUDIOMETRIC HEARING TEST WITH PE OR AHA	\$35.00	FV-4	
VISION SCREEN	\$35.00	FV-5	

**SCHEDULE B (CONTINUED)**

<b>SERVICE</b>	<b>COST</b>	<b>CODE</b>	<b>Check Services</b>
VISION SCREEN WITH PE OR AHA	\$30.00	FV-6	
PULMONARY FUNCTION TEST (SPIROMETRY)	\$50.00	FV-7	
*** FIT TESTING (RESPIRATORS) (including related required medical clearance services)	\$47.00	FV-8	
REVIEW OF OSHA RESPIRATOR QUESTIONNAIRE	\$25.00	FV-9	
RABIES SERIES (3 VACCINES) PRE-EXPOSURE PROPHYLAXIS, QUESTIONNAIRE, COUNSELING	\$525.00	VA-5	
RABIES VACCINE BOOSTER: POST EXPOSURE PROPHYLAXIS, QUESTIONNAIRE, COUNSELING	\$210.00	VA-5	
SERUM LEAD	\$25.00	LA-1	
ZINC PROTOPORPHYRIN (ZPP)	\$35.00	LA-2	
URINE MERCURY (100 cc COLLECTED) WORKDAY	\$60.00	LA-3	
BLOOD MERCURY (ACUTE EXPOSURE)	\$125.00	LA-4	
HEAVY METALS (24 HR URINE)	\$325.00	LA-5	
RANDOM URINE HEAVY METALS	\$120.00	LA-6	
ELECTROCARDIOGRAM	\$45.00	FV-9	
EKG STRESS TEST	\$210.00	FV-10	
RADIOLOGY OTHER	VARY	FV-11	
INFLUENZA (FLU) VACCINE	\$39.00	VA-7	
IMMUNE GLOBULIN VACCINE	\$165.00	VA-8	
MENINGOCOCCAL VACCINE	\$100.00	VA-9	
MMR VACCINE	\$107.00	VA-10	
MUMPS VACCINE	\$45.00	VA-11	
PNEUMOCOCCAL VACCINE	\$45.00	VA-12	
RUBELLA VACCINE	\$33.00	VA-13	
RUBEOLA (PER INJECTION)	\$35.00	VA-14	
TETANUS DIPHTHERIA	\$35.00	VA-15	
HEPATITIS A (PER INJECTION)	\$135.00	VA-16	
VARICELLA (CHICKEN POX) (PER INJECTION)	\$162.00	VA-17	
HEPATITIS IMMUNE GLOBULIN (PER INJECTION)	\$376.00	VA-18	
BBFEXP-1 NELFANIVIR + LAMIV + ZIDOV (PER DAY)	\$37.84	BE-1	
BBFEXP-2 TENOFOVIR + LAMIV + ZIDOV (PER DAY)	\$29.56	BE-2	
BBFEXP-3 TENOFOVIR + COMBIVIER (PER DAY)	\$29.72	BE-3	
Miscellaneous Training, Education and Assessment (PER HOUR)	\$130.00	ED-1	

\*\*\* For any Customer Personnel being fit tested, the following shall apply:

1. OHC shall perform medical clearance services prior to fit testing.
2. Customer must provide a NIOSH-approved N-95 respirator for each Customer Personnel being fit tested. OHC will not fit test to a non-NIOSH-approved N-95 respirator. Customer Personnel will be fit tested for the specific mask (make and model) that is utilized during the fit testing encounter.

**SCHEDULE B (CONTINUED)**

<b>SERVICE</b>	<b>COST</b>	<b>CODE</b>	<b>Check Services</b>
WORKER COMPENSATION: IF NOT COVERED BY CARRIER EMPLOYER RESPONSIBLE	CHARGES VARY	WC	
SMAC 20	\$40.00	LA-7	
CBC	\$25.00	LA-8	
LIPID PROFILE (LDL, HDL, CHOL.)	\$62.00	LA-9	
SMAC with LIPID PROFILE (LDL, HDL, CHOL.)	\$70.00	LA-10	
HBsAb Titre	\$77.00	LA-11	
HBsAg Titre	\$77.00	LA-12	
HBeAg Titre	\$58.00	LA-37	
HBeAb Titre	\$58.00	LA-38	
HCVAb Titre	\$80.00	LA-13	
HEMOCCULT (each)	\$10.00	LA-14	
PROSTATE SPECIFIC ANTIGEN (PSA)	\$50.00	LA-15	
RUBELLA (GERMAN MEASLES)	\$45.00	LA-16	
RUBEOLA (MEASLES)	\$45.00	LA-17	
VARICELLA (CHICKEN POX)	\$50.00	LA-18	
MUMPS	\$55.00	LA 39	
MMRV TITER	\$110.00	LA-41	
HEPATITIS A	\$50.00	LA-40	
T3	\$36.00	LA-19	
T4	\$36.00	LA-20	
T3, T4, TSH	\$90.00	LA-21	
TRIGLYCERIDE	\$28.00	LA-22	
TSH	\$39.00	LA-23	
URINE DIPSTICK	\$20.00	LA-24	
URINALYSIS	\$25.00	LA-25	
URINALYSIS WITH MICROSCOPIC	\$28.00	LA-26	
URINE DRUG SCREEN (DOT – NON-DOT) 5 PANEL WITH MRO REVIEW	\$72.00	LA-27	
URINE DRUG SCREEN (DOT – NON-DOT) 10 PANEL WITH MRO REVIEW	\$90.00	LA-28	
WHOLE BLOOD PERCHLORELHYLENE	\$103.00	LA-30	
VDRL	\$30.00	LA-32	
THROAT C & S	\$39.00	LA-33	
STOOL OVA & PARASITES	\$40.00	LA-34	
STOOL C & S	\$40.00	LA-35	
URINE C & S	\$39.00	LA-36	
OFF-DUTY EVALUATION	\$100.00	FV-12	
RETURN TO WORK EVALUATION	\$100.00	FV-13	

### SCHEDULE B (CONTINUED)

CHART REVIEW	\$50.00	FV-14	
DUPLICATING: COST PER SHEET	\$0.75	FC-1	
FORM COMPLETION (FC) INSURANCE COMPANIES	\$100.00	FC-2	
FC LAWYERS	\$100.00	FC-3	
FC COURT	\$100.00	FC-4	
FC SCHOOL	\$50.00	FC-5	
FC WORK	\$50.00	FC-6	
CHART OFFSITE STORAGE RETRIEVAL (PER CHART)	\$25.00	FC-7	
CHART STORAGE ONSITE (FOR INACTIVE EMPLOYEES) (PER CHART/PER YEAR)	\$5.00	FC-8	
FAXED FORMS: EMERGENCIES ONLY (ADDITIONAL CHARGE)	\$2.00	FC-9	
Minimal (10 – 20 minutes)	\$66.56	PE-5	
Focused (20 – 30 minutes)	\$89.44	PE-6	
Expanded (30 – 45 minutes)	\$140.40	PE-7	
Comprehensive (45- 60 minutes)	\$168.48	PE-8	
Complex (1 hour – 1 hour and 30 minutes)	\$224.64	PE-9	
Data Entry	\$25/hr		
OFFSITE SERVICES: \$75.00 per hour per clinical personnel 7:00 am to 5:00 pm Monday through Friday (in addition to cost for respective service)	\$75.00/hr	PE-10	



## **SCHEDULE "C"**

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

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

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

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

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

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

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

\_\_\_\_\_ No

\_\_\_\_\_ Yes

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

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

\_\_\_\_\_ Women

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

\_\_\_\_\_ Black persons having origins in any of the Black African racial groups

\_\_\_\_\_ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

\_\_\_\_\_ Native American or Alaskan native persons having origins in any of the original peoples of North America

\_\_\_\_\_ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

---

[NO FURTHER TEXT ON THIS PAGE]

**SCHEDULE "D"**

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

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

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

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

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

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

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

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

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

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

[NO FURTHER TEXT ON THIS PAGE]

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

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

## **SCHEDULE "E"**

### **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:		
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
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.

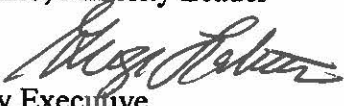
### **Section II - FINANCIAL INSTITUTION INFORMATION**

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.

NEW/CHANGE VEN EFT 9/08

May 16, 2024

TO: Hon. Vedat Gashi, Chair  
Hon. Jose Alvarado, Vice Chair  
Hon. Tyrae Woodson-Samuels, Majority Leader  
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer   
Westchester County Executive

RE: Message Requesting Immediate Consideration: **Act – Sexual Risk Avoidance Education Program.**

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This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 20, 2024 Agenda.

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:

- 1) enter into a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program (the "Program") and 2) enter into inter-municipal agreements ("IMAs") with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 20, 2024 "blue sheet" calendar.

Thank you for your prompt attention to this matter.





George Latimer  
County Executive

May 6, 2024

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:

1) enter into a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program (the "Program") to address the need for teen pregnancy prevention, promoting healthy choices and lifestyle and youth engagement in the seven highest need cities in Westchester, which includes Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers, and related administrative activities in the total aggregate amount of \$260,000, for a term commencing on May 1, 2024 and continuing through December 31, 2024 (the "Grant Agreement"); and

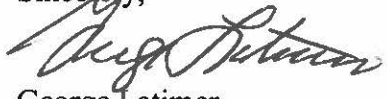
2) enter into inter-municipal agreements ("IMAs") with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers (the "Municipalities"), for services to be funded with the grant funds, in the total aggregate not-to-exceed amount of \$228,347, comprised of an amount not to exceed \$32,621 per Municipality, for a term commencing on May 1, 2024 and continuing through December 31, 2024.

Pursuant to the IMAs, the Municipalities will each deliver services, to at least 15 youth, on sexual risk avoidance education, healthy relationships and lifestyle choices and youth engagement work readiness skills development. The Programs will operate during after school hours in person.

In addition to the IMAs, the remainder of the funds will be used to enter into agreement with a not-for-profit agency, which agreement will be individually processed subject to all necessary legal approvals, pursuant to which said entity will provide workshops on topics including but not limited to healthy relationships, communicating, practicing consent designed to promote awareness about healthy choices and lifestyle among youth.

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 dark ink, appearing to read "George Latimer", written in a cursive style.

George Latimer  
Westchester County Executive

GL/jmq

# FISCAL IMPACT STATEMENT

SUBJECT: SEXUAL RISK AVOIDANCE EDUCATION PROGRAM

☐ 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 \$ 260000

Total Current Year Revenue \$ 260,000

Source of Funds (check one): ☒ Current Appropriations

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

Identify Accounts: Salaries 101-11-0400-1010, Trust 263-11-T02Z-4380

Potential Related Operating Budget Expenses: Annual Amount \$ 260,000

Describe: SRAEP Grant expenditures incurred by the Youth Bureau, salaries, contract services and contractual services with 7 Youth Bureaus.

Potential Related Revenues: Annual Amount \$ 260,000

Describe: Reimbursement by the New York State Office of Children and Family Services

Account: 263-11-T02Z-9854; 101-11-0400-9734

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

Current Year: \$ 6,650


Salaries \$6,650

Next Four years: \$ na

Prepared by: Bernie Dean

Title: Acting Executive Director

Department: CEO/Youth Bureau

Reviewed By: 

Budget Director

5/13/24

If you need more space, please attach additional sheets.

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (the "County"), acting by and through its Youth Bureau (the "Youth Bureau"), to: 1) enter into a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program (the "Program") to address the need for teen pregnancy prevention, promoting healthy choices and lifestyle and youth engagement in the seven highest need cities in Westchester, which includes Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers, and related administrative activities in the total aggregate amount of \$260,000, for a term commencing on May 1, 2024 and continuing through December 31, 2024 (the "Grant Agreement") and 2) enter into inter-municipal agreements ("IMAs") with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers (the "Municipalities"), for services to be funded with the grant funds, in the total aggregate not-to-exceed amount of \$228,347, comprised of an amount not to exceed \$32,621 per Municipality, for a term commencing on May 1, 2024 and continuing through December 31, 2024.

Pursuant to the IMAs, the Municipalities will each deliver services to at least 15 youth on sexual risk avoidance education, healthy relationships and lifestyle choices, and youth engagement work readiness skills development. The Programs will operate during after school hours in person.

The Planning Department 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 8, 2024, which is on file with the Clerk of your Honorable Board. Therefore, no further environmental review is required. Your Committee concurs with this conclusion.

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**

AN ACT authorizing the County of Westchester to enter into (i) a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program and (ii) to enter into inter-municipal agreements with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers for services to be funded with the grant funds.

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

Section 1. The County of Westchester (the “County”) be and hereby is authorized to enter into a grant agreement with the New York State Office of Children and Family Services to accept grant funds to continue a Sexual Risk Avoidance Education Program (the “Program”) to address the need for teen pregnancy prevention, promoting healthy choices and lifestyle and youth engagement in the seven highest need cities in Westchester, which includes Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers, and related administrative activities in the total aggregate amount of \$260,000.00, for a term commencing on May 1, 2024 and continuing through December 31, 2024 (the “Grant Agreement”).

§2. The County be and hereby is authorized to enter into inter-municipal agreements (“IMAs”) with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers (the “Municipalities”), for services to be funded with the grant funds, in the total aggregate not-to-exceed amount of \$228,347, comprised of an amount not to exceed \$32,621 per Municipality, for a term commencing on May 1, 2024 and continuing through December 31, 2024.

§3. In addition to the IMAs, the remainder of the funds will be used to enter into agreement with other a not-for-profit agency, which agreement will be individually processed subject to all necessary legal approvals.

§4. Pursuant to the IMAs, the Municipalities will each deliver services, to at least 15 youth, on sexual risk avoidance education, healthy relationships and lifestyle choices and youth engagement work readiness skills development. The Programs will operate during after school hours in person.

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

§6. This Act shall take effect immediately.



**INTERMUNICIPAL AGREEMENT**

**THIS AGREEMENT**, made the \_\_\_\_ day of \_\_\_\_\_, 2024 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 has been awarded a New York State Legislative grant to continue a sexual risk avoidance education services and youth engagement work readiness skills (the "Program"); and

**WHEREAS**, the Municipality desires to conduct the Program upon the terms and conditions hereinafter set forth, and the County desires the Municipality to provide the Program upon such terms and conditions.

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

**FIRST:** The County shall reimburse the Municipality an amount not to exceed Thirty-Two Thousand Six Hundred Twenty-One (\$32,621.00) Dollars, payable quarterly, which the Municipality shall use to provide the Sexual Risk Avoidance Education Program as more particularly described in Schedule "A" and as budgeted in Schedule "B," both of which are attached hereto and made a part hereof (the "Work"), payable upon full contract execution and approval of the same by the Office of the Westchester County Attorney.

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 the expiration 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.

**SECOND:** 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.

**THIRD:** The term of this Agreement will commence May 1, 2024 and terminate August 31, 2024 unless terminated earlier as provided herein.

**FOURTH:** (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.

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

**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:** Attached hereto and forming parts hereof are the schedules listed below. Simultaneous with its execution of this Agreement, the Municipality shall provide the County with a completed copy of each schedule. The Municipality agrees that the terms of each of these schedules has

been accepted and agreed-to by the Municipality by virtue of its execution of this Agreement, and the Municipality represents and warrants that it has completed each of these schedules accurately and completely.

1.) Schedule “D” — “Criminal Background Disclosure”

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

2.) Schedule “E” — “Vendor Direct Program - Electronic Funds Transfer”

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

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

3.) SCHEDULE “F” – Westchester County Youth Bureau Sample 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.

**EIGHTH:** 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, 3<sup>rd</sup> 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  
Address  
Address

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

**NINTH:** 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.

**TENTH:** 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.

**ELEVENTH:** 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.

**TWELFTH:** 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.

**THIRTEENTH:** 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.

**FOURTEENTH:** 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:

**COUNTY OF WESTCHESTER**

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

**MUNICIPALITY**

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

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2024-XX on the XX<sup>th</sup> day of XX, 2024.

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

**MUNICIPALITY ACKNOWLEDGMENT**  
(Municipal Corporation)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said \_\_\_\_\_ resides at \_\_\_\_\_ and that he/she is

\_\_\_\_\_ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

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

**CERTIFICATE OF AUTHORITY**  
(Municipality)

I, \_\_\_\_\_, certify that I am the  
(Officer other than officer signing contract)

\_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the \_\_\_\_\_

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that \_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

\_\_\_\_\_ of the Municipality,  
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

\_\_\_\_\_ thereunto duly authorized,  
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

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

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

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ whose signature appears above, to me known, and know to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
(Title)

the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and that he/she is the  
\_\_\_\_\_ of said municipal corporation.  
(Title)

\_\_\_\_\_  
Notary Public     County

**SCHEDULE "A"**  
**SCOPE OF WORK**

(TO BE ADDED)

**SCHEDULE "B"**  
**BUDGET**

(TO BE ADDED)

**WESTCHESTER COUNTY YOUTH BUREAU**  
**FISCAL REQUIREMENTS AND POLICIES**

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

**Below is a list of current funding categories:**

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

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

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

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

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

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

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

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



**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**  
(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.

**SCHEDULE "D"**  
**CRIMINAL BACKGROUND DISCLOSURE**

**INSTRUCTIONS**

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

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

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

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

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

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

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on

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

County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

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

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

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

### **Exemptions**

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

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

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer<sup>2</sup>. The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

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

**Subconsultants, Subcontractors, Sublessees, or Sublicensees**

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

**New Persons Subject to Disclosure**

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

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*PLEASE CONTINUE TO THE*

***Criminal Background Disclosure Form and Certification***

*BEGINNING ON THE NEXT PAGE*



**CRIMINAL BACKGROUND DISCLOSURE**

**FORM AND CERTIFICATION**

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

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

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

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

If none, check this box: ☐

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

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

If none, check this box: ☐

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_



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

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

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

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

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

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

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

**It is understood and agreed that no Person Subject to Disclosure shall perform work or services or**

**enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.**

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

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

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[NO FURTHER TEXT ON THIS PAGE]

**SCHEDULE "E"**

**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 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.

	<b>Westchester County • Department of Finance • Treasury Division</b> <b>Electronic Funds Transfer (EFT)</b> <b>Vendor Direct Payment Authorization Form</b>	Authorization is: (check one) <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change
<b>INSTRUCTIONS:</b> 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>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	
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

<div style="display: flex; justify-content: space-around;"> <div style="width: 15px; height: 15px; border: 1px solid black;"></div> <div style="width: 15px; height: 15px; border: 1px solid black;"></div> <div style="width: 15px; height: 15px; border: 1px solid black;"></div> <div style="width: 15px; height: 15px; border: 1px solid black;"></div> <div style="width: 15px; height: 15px; border: 1px solid black;"></div> </div>
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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 "F"**  
**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:	

☐ 1<sup>st</sup> Notice☐ 2<sup>nd</sup> 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:**