

Human Services Meeting Agenda



Committee Chair: Nancy Barr

800 Michaelian Office Bldg.
148 Martine Avenue, 8th Floor
White Plains, NY 10601
www.westchesterlegislators.com

Monday, June 3, 2024

10:00 AM

Committee Room

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.

Joint w/ B&A

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

[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

Guests:

Department of Health
Commissioner Sherlita Amler

Department of Labs & Research
Chief Administrator Diane Anton

[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

Guests:

Youth Bureau

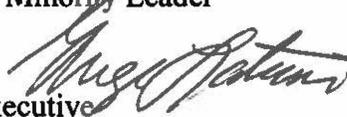
Executive Director Bernie Dean
Program Administrator Chandreyee Mitra

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

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.**

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.

Westchester County

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,



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 *MM*

Title: Associate Budget Director

Department: Budget

Date: May 10, 2024

Reviewed By: *[Signature]*

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, 2nd 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 _____th 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.

DRAFT

Notary Public

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**

| SERVICE | COST | CODE | Check Services |
|--|-------------|-------------|-----------------------|
| 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)

| SERVICE | COST | CODE | Check Services |
|---|-------------|-------------|-----------------------|
| 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)

| SERVICE | COST | CODE | Check Services |
|---|--------------|-------------|-----------------------|
| 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 240 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]

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

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

SCHEDULE "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.



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.

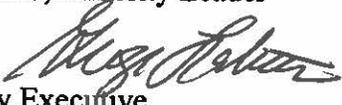
Section II - FINANCIAL INSTITUTION INFORMATION

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.**

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

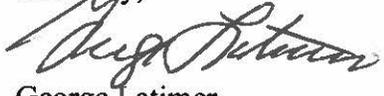
2) enter into inter-municipal agreements (“IMAs”) with the Cities and/or Villages of Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers (the “Municipalities”), for services to be funded with the grant funds, in the total aggregate not-to-exceed amount of \$228,347, 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 black ink, appearing to read "George Latimer". The signature is fluid and cursive, with a large initial "G" and "L".

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

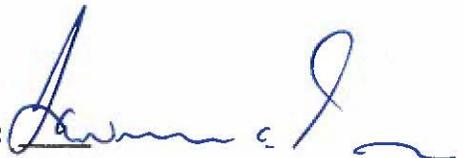
Salaries \$6,650

Next Four years: \$ na

Prepared by: Bernie Dean

Title: Acting Executive Director

Department: CEO/Youth Bureau

BAD 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, 3rd floor
 White Plains, New York 10601

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

to the Municipality: Executive Director
Municipality
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 XXth 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 20th date of the month following the end of the quarter, except the 4th quarter which is due on January 10th of the following year.

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

| <u>Type of Expense</u> | <u>Back-up Documents</u> |
|--------------------------------|--|
| Salary & Wages | Payroll Register and Proof of Payment |
| Fringe Benefits | Invoice from the Vendor and Proof of Payment |
| Consultant/Contracted Services | Signed Agreement, Invoice and Proof of Payment |
| 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.¹ Accordingly, the attached Criminal Background Disclosure Form and Certification must be completed and agreed-to as part of this Agreement.

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

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

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

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

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

Subconsultants, Subcontractors, Sublessees, or Sublicensees

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

New Persons Subject to Disclosure

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

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

CRIMINAL BACKGROUND DISCLOSURE

FORM AND CERTIFICATION

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

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

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

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

If none, check this box:

1. _____
2. _____
3. _____

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

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

If none, check this box:

1. _____
2. _____
3. _____

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

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

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

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

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

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

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

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

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

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

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

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "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.

| | | |
|---|---|---|
|  | Westchester County • Department of Finance • Treasury Division Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form | Authorization is: (check one) <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> No Change |
| INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1. | | |

Section I - Vendor Information

| | | | | | | | | | | | | |
|---|---------------------------|---|--|--|--|--|--|--|--|--|--|--|
| 1. Vendor Name: | | | | | | | | | | | | |
| 2. Taxpayer ID Number or Social Security Number: | | <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;"></td> </tr> </table> | | | | | | | | | | |
| | | | | | | | | | | | | |
| 3. Vendor Primary Address | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| 4. Contact Person Name: | | Contact Person Telephone Number: | | | | | | | | | | |
| 5. Vendor E-Mail Addresses for Remittance Notification: | | | | | | | | | | | | |
| 6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i> | | | | | | | | | | | | |
| _____ Authorized Signature | _____ Print Name/Title | _____ Date | | | | | | | | | | |

Section II - Financial Institution Information

| | | | | | | | | | | | | |
|--|-----------------------------|---|--|--|--|--|--|--|--|--|--|--|
| 7. Bank Name: | | | | | | | | | | | | |
| 8. Bank Address: | | | | | | | | | | | | |
| 9. Routing Transit Number: | | 10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings | | | | | | | | | | |
| <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;"></td> </tr> </table> | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| 11. Bank Account Number: | | 12. Bank Account Title: | | | | | | | | | | |
| 13. Bank Contact Person Name: | | Telephone Number: | | | | | | | | | | |
| 14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.</i> | | | | | | | | | | | | |
| _____ Authorized Signature | _____ Print Name / Title | _____ Date | | | | | | | | | | |

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

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

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: | |
| | |

1st Notice

2nd Notice

Final Notice

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

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

Program Monitor Notes:

Vedat Gashi
Chairman of the Board
Legislator, 4th District



To: Jewel Williams Johnson, Committee on Budget & Appropriations
James Nolan, Chair, Committee on Veterans, Seniors & Youth
Nancy Barr, Chair, Committee on Human Services
Sunday Vanderberg, Clerk of the Board of Legislators

From: Vedat Gashi, Chair, of the Board of Legislators

Date: May 30, 2024

Re: Item # 2024-296

Please be advised that item 2024-296, 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, presently appearing before the Committee on Budget & Appropriations and the Committee on Human Services, shall also be referred to the Committee on Veterans, Seniors & Youth.

Cc: Marcello Figueroa
Dylan Tragni
Shatika Parker
Althema Goodson
James Silverberg

JS/JS 5/30/2024

Tel: (914) 995-2848 • Fax: (914) 995-3884 • E-mail: Gashi@westchesterlegislators.com