



Certified:

E-141-20

Filed with the Clerk of the Nassau County Legislature October 23, 2020 12:54 pm

NIFS ID:CQDA2000002 Department: District Attorney

Capital:

SERVICE: Child Abuse Pediatrics Program

Contract ID #:CQDA20000002

NIFS Entry Date: 08-SEP-20

Term: from 01-NOV-20 to 30-APR-22

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: Westchester Institute for Human Development	Vendor ID#: 200738248
Address: 325 Cedarwood Hall Valhalla, New York 10595	Contact Person: Marianne Ventrice, Vice President of Finance and Administration
	Phone: 914-493-8208 Ext. 1226

Department:	
Contact Name: Robert McManus, Director of Office Services	
Address: Nassau County District Attorney's Office 262 Old Country Road Mineola, New York 11501	
Phone: 516-571-3354	

Routing Slip

Department	NIFS Entry: X	08-SEP-20 -- TNIEDFELD
Department	NIFS Approval: X	08-SEP-20 -- RMCMANUS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	13-SEP-20 -- CNOLAN
OMB	NIFS Approval: X	13-SEP-20 -- JNOGID
County Atty.	Insurance Verification: X	08-SEP-20 -- AAMATO
County Atty.	Approval to Form: X	08-SEP-20 -- MMISRA

CPO	Approval: X	23-SEP-20 -- KOHAGENCE
DCEC	Approval: X	24-SEP-20 -- JCHIARA
Dep. CE	Approval: X	30-SEP-20 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	23-OCT-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Provide a child abuse pediatric program for medical examinations and assessments for children and adolescents (ages 0-18) who are the subject of Child Protective Services investigations and/or Law Enforcement investigations where sexual abuse is suspected.
Method of Procurement: Sole Source Provider
Procurement History: None
Description of General Provisions: Eighteen (18) month contract from November 1, 2020 to April 30, 2022, with two (2) one-year renewal periods for a child abuse pediatric program.
Impact on Funding / Price Analysis: Funding is split between general and forfeiture funds. The amount of general funds necessary for this agreement is included in our budget and the forfeiture funds for this agreement are also available. The maximum amount is \$187,506.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN/GRT	Revenue		01	DAGEN1100/DE500	\$ 46,876.50
Control:	DA10/DA98	Contract:		02	DAGRT981COTH/D E500	\$ 140,629.50
Resp:	DA10/1C	County	\$ 46,876.50			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:	CQ	State	\$ 140,629.50			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 187,506.00		TOTAL	\$ 187,506.00
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE DISTRICT ATTORNEY AND WESTCHESTER INSTITUTE FOR HUMAN DEVELOPMENT (“WESTCHESTER”)

WHEREAS, the County has negotiated a personal services agreement with Westchester to provide child abuse pediatric program for medical examinations and assessments for children and adolescents who are the subject of Child Protective Services investigations and/or law enforcement investigations where sexual abuse is suspected, copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Westchester.



Contract Approval Request Form (As of January 1, 2015)

1. **Vendor:** Westchester Institute for Human Development

2. **Dollar amount requiring NIFA approval:** \$187506

Amount to be encumbered: \$187506

This is a New

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. **Contract Term: 11-01-2020 to 04-30-2022**

Has work or services on this contract commenced? N _____

If yes, please explain:

4. **Funding Source:**

X General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 75

County % 25

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

Provide a child abuse pediatric program for medical examinations and assessments for children and adolescents (ages 0-18) who are the subject of Child Protective Services investigations and/or Law Enforcement investigations where sexual abuse is suspected.

6. **Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. **Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN

13-SEP-20

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Westchester Institute for Human Development

CONTRACTOR ADDRESS: 325 Cedarwood Hall, Valhalla, New York 10595

FEDERAL TAX ID #: 20-0738248 (01)

Instructions: Please check the appropriate box (“”) after one of the following roman numerals, and provide all the requested information.

I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

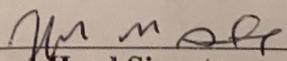
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

9/2/2020

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

MADLINE SINGAS
DISTRICT ATTORNEY



**OFFICE OF THE DISTRICT ATTORNEY
NASSAU COUNTY**

**ADDENDUM TO COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Date: September 3, 2020

Subject: CQDA20000002
Westchester Institute for Human Development
Sole Source Justification

This is an eighteen-month contract for a child abuse pediatrics program with Westchester Institute for Human Development. The agreement allows for up to two (2) one-year renewals.

This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Westchester Institute for Human Development performs these services for other New York counties where the hospitals do not have the specialized personnel for examining and evaluating child abuse cases. Nassau University Medical Center's expert in this field retired, and does not yet have anyone with the specialized skill set to replace them. Specialization training in the field of child abuse/child sexual abuse takes a few years to complete. In this case the need is immediate so it is not practical to conduct a competitive bidding process because of the nature of the program. This contractor was selected because it has personnel with the necessary specialized skills, expertise and experience to perform the required functions making it uniquely qualified for this purpose. There were no alternative organizations considered because none had the capacity or resources to provide these services.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES NO If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Marianne Ventrice [MVENTRICE@WIHD.ORG]

Dated: 07/06/2020 12:01:40 PM

Vendor: Westchester Institute for Human Development

Title: VP Finance & Administration



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None.

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

None.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None.

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES NO If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Marianne Ventrice [MVENTRICE@WIHD.ORG]

Dated: 07/06/2020 12:07:53 PM

Vendor:

Westchester Institute for Human
Development

Title:

VP of Finance & Administration

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Marianne Ventrice
Date of birth: 12/20/1966
Home address: 5 Scoralick Lane
City: Valhalla State/Province/Territory: NY Zip/Postal Code: 10595
Country: US

Business Address: 325 Cedarwood Hall
City: Valhalla State/Province/Territory: NY Zip/Postal Code: 10595
Country: US
Telephone: 9144938208

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	<u>09/13/2004</u>	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES NO If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES NO If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

I, Marianne Ventrice , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Marianne Ventrice , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Westchester Institute for Human Development

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Marianne Ventrice [MVENTRICE@WIHD.ORG]

VP Finance and Administration

Title

09/01/2020 11:51:19 AM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Susan Fox
Date of birth: 09/25/1954
Home address: 1402 Half Moon Bay Drive
City: Croton on Hudson State/Province/Territory: NY Zip/Postal Code: 10595
Country: US

Business Address: 325 Cedarwood Hall
City: Valhalla State/Province/Territory: NY Zip/Postal Code: 10595
Country: US
Telephone: 9144938204

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>06/20/2016</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES NO If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES NO If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

I, Susan Fox , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Susan Fox , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Westchester Institute for Human Development

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Susan Fox [SFOX@WIHD.ORG]

President & CEO

Title

09/01/2020 12:51:05 PM

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 07/06/2020

1) Proposer's Legal Name: Westchester Institute for Human Development

2) Address of Place of Business: 325 Cedarwood hall

City: Valhalla State/Province/Territory: NY Zip/Postal Code: 10595

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 023339380

5) Federal I.D. Number: 200738248

6) The proposer is a: Other (Describe) Not for Profit 501 c 3

7) Does this business share office space, staff, or equipment expenses with any other business?
YES NO If yes, please provide details:

8) Does this business control one or more other businesses?
YES NO If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES NO If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES NO If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES NO If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES NO If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES NO If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any
sanction imposed as a result of judicial or administrative proceedings with respect to any professional license
held?
YES NO If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable
federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES NO If yes, provide details for each such year. Provide a detailed response to all
questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the
questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly
state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict
of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may
create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau
County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a
conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Employee Code of Conduct Manual and Annual Self Learning Modules outlines all conflicts of interest.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES NO

Is the proposer an individual?

YES NO Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

04/06/2007

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

None. Not for profit.

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.

Susan Fox, President & CEO 325 Cedarwood Hall, Valhalla, NY 10595
Marianne Ventrice, VP Finance & Administration, 325 Cedarwood Hall, Valhalla, NY 10595

Board of Directors list attached

No officers and directors from this company have been attached.

2 File(s) Uploaded: 2020-2021 Board of Directors.docx, Westchester Institute for Human Development Board of Directors.docx

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

250

vi) Annual revenue of firm;

22889513

vii) Summary of relevant accomplishments

1 File(s) Uploaded: WIHDAAnnualReport-FINAL.pdf

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

20

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

1 File(s) Uploaded: Canter Work CV - 10-24-18.pdf

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Westchester County Department of Social Services
Contact Person John Befus, First Deputy Commissioner
Address 112 East Post Road
City White Plains State/Province/Territory NY
Country US
Telephone (914) 995-5686
Fax # _____
E-Mail Address jab6@westchestergov.com

Company Rockland County Department of Social Services
Contact Person Carol Barbash, Director of Legal Services
Address 50 Sanatorium Road Building L
City Pomona State/Province/Territory NY
Country US
Telephone (845) 638-5180
Fax # _____
E-Mail Address carol.barbash@dfa.stte.ny.us

Company Orange County Department of Social Services
Contact Person Leslie Dudzik-Andrews
Address 23 Hatfield Lane
City Goshen State/Province/Territory NY
Country US
Telephone (845) 291-2803
Fax # _____
E-Mail Address lesley.dudzik-andrews@dfa.state.ny.us

I, Marianne Ventrice , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Marianne Ventrice , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Westchester Institute for Human Development

Electronically signed and certified at the date and time indicated by:
Marianne Ventrice [MVENTRICE@WIHD.ORG]

VP Finance and Administration
Title

08/31/2020 02:25:34 PM
Date



Westchester Institute
for Human Development

2020-2021 Board of Directors (July 1, 2020-June 30,2021)	
<p>Vera Halpenny, Chair 12 Brook Side Lane Dobbs Ferry, NY 10522 vhalpenny@hotmail.com</p>	<p>Anne Gilmartin 123-8 Richmond Hill Road New Canaan, CT 06840 agilmartin@mercy.edu</p>
<p>Monica Sganga, Vice Chair/Secretary 350 Evandale Road Scarsdale, NY 10583 mcsqanga@me.com</p>	<p>Traci Gardner, M.D. 33 Commerce Street Hawthorne, NY 10532 tgardner@childrensvillage.org</p>
<p>Fern Juster, M.D., Treasurer 9 White Oak Lane Chappaqua, NY 10514 Fern.Juster@gmail.com</p>	<p>Jasmine Hernandez 1 Cedar Street – 1D Bronxville, NY 10708 jhernandez@law-jh.com</p>
<p>Dr. Helen Buhler 12 DeGarmo Place Poughkeepsie, NY 12601 hbuhler@mercy.edu</p>	<p>Anish Nanavaty 322 Evandale Road Scarsdale, NY 10583 anish@nanavaty.us</p>
<p>Catherine S. Funk 8 Mount Joy Avenue Scarsdale, NY 10583 catherinesfunk@gmail.com</p>	<p>Aaron Velez 735 Union Valley Road Mahopac, NY 10541 avelez@houlihanlawrence.com</p>
<p>Walter Fowler 527 Elizabeth Road Yorktown Heights, NY 10598 toy_cat66@verizon.net</p>	<p>Frances A. Rao 19 Ross Road Scarsdale, NY 10583 raofrances@gmail.com</p>

*Dr. William Frishman, Board Member Emeritus

**Westchester Institute for Human Development
2018-2019 Board Member Directory**

David M. C. Stern, Chair (2020)
221 Old Army Rd
Scarsdale, NY 10583
914-472-2919 (H); 914-217-0860 (C)

dstern@sternconsulting.com

Anne Gilmartin (2020)
123-8 Richmond Hill Road
New Canaan, CT 06840
(203) 594-7418 (H); (203) 803-9824 (C)
(914) 674-7337 (W)

agilmartin@mercy.edu

Vera Halpenny, Vice Chair (2018)
12 Brook Side Lane
Dobbs Ferry, NY 10522
(914) 674-0276 (H); (914) 720-6363 (C);

vhalpenny@hotmail.com

Traci Gardner, M.D. (2020)
33 Commerce Street
Hawthorne, NY 10532
(914) 239-8519 (H); (914) 693-0600 X1314 (W);
(914) 882-8574 (C)

tracigdnr@aol.com

Fern Juster, M.D., Treasurer(2018)
9 White Oak Lane
Chappaqua, NY 10514
(914) 242-0340 (H); (914) 441-9485 (C)

Fern.Juster@gmail.com

Anish Nanavaty (2021)
322 Evandale Road
Scarsdale, NY 10583
(914) 723-0707 (H); (917) 442-3778 (C)

anish@nanavaty.us

Monica Sganga, Secretary (2018)
350 Evandale Road
Scarsdale, NY 10583
(914) 725-8579 (H); (914) 450-0135 (C)

mcsqanga@me.com

Aaron Velez (2021)
735 Union Valley Road
Mahopac, NY 10541
(914) 720-7431 (C)

avelez@houlihanlawrence.com

Walter Fowler (2019)
527 Elizabeth Road
Yorktown Heights, NY 10598
(914) 962-2177 (H); (914) 403-0884 (C);
(914) 962-7702 or 962-7748 (W);
(914) 962-2178 (H-F)

toy_cat66@verizon.net

Kehli Woodruff (2019)
21 Old Farm Road
Scarsdale, NY 10583
(914) 725-1481 (H);
(914) 255-0184 (C)

kehliwoodruff@gmail.com

Catherine S. Funk (2018)
8 Mount Joy Avenue
Scarsdale, NY 10583
914-723-2613 (H); 914-589-5022 (C)

catherinesfunk@gmail.com

William Frishman, M.D. (2018)
New York Medical College
Sunshine Cottage Road
Valhalla, NY 10595

William_Frishman@nymc.edu

Jennifer Canter M.D., M.P.H., F.A.A.P.
Child Abuse Pediatrician
20 Hospital Oval
Valhalla, NY 10595
914-493-5333

CURRENT POSITION:

2002 - Present – Director, Child Abuse Pediatrics Programs on Valhalla Campus of New York Medical College and Westchester Medical Center

The Maria Fareri Children’s Hospital at Westchester Medical Center

- Director of child protection and forensic evidence based activities for 1,000 bed academic medical center
- Director of advocacy related educational and research and policy development
- Director, Forensic Acute Care Team (Added adults to scope of program in September 2013)

New York Medical College - Director Child Abuse Pediatrics Program

- Teaching fellows, medical students and residents
- Research in areas related to Child Abuse Pediatrics

Medical Director, Children’s Advocacy Center at the Westchester Institute for Human Development

- Clinical oversight of regional child abuse medical assessment program
- Medical leadership for multi-disciplinary team activities (protective services and law enforcement)
- Specialization in working with children and families with developmental disabilities to plan for proper safety and care

2016 - Present – Consultant Physician Life Care Planner, Jane Mattson Associates Inc.

- Medical legal record review and analysis
- Comprehensive Life Care Plan (LCP) review and development
- Evidence based life expectancy analysis

ACADEMIC APPOINTMENTS:

2017 - present Professor of Pediatrics
New York Medical College School of Medicine, Valhalla, NY
Adjunct Professor of Public Health (Promotion approved, dean signature pending)
New York Medical College School of Public Health, Valhalla, NY

2011- present Associate Professor of Clinical Pediatrics
New York Medical College School of Medicine, Valhalla, NY
Associate Adjunct Professor of Public Health
New York Medical College School of Public Health, Valhalla, NY

2002 - 2011 Assistant Professor of Pediatrics
New York Medical College School of Medicine, Valhalla, NY
Assistant Adjunct Professor of Public Health
New York Medical College School of Public Health, Valhalla, NY

EDUCATION:

State University of New York at Buffalo, Buffalo New York
School of Medicine and Biomedical Sciences
Doctor of Medicine, degree granted May 1997
August 1993 – May 1997

The Johns Hopkins University, Baltimore, Maryland
School of Hygiene and Public Health
Master of Public Health, degree granted May 1997
August 1992 – May 1993

The Johns Hopkins University, Baltimore, Maryland
College of Arts and Sciences
Bachelor of Arts with Departmental Honors, granted 5/92 (focus: Public Health)
September 1989 – May 1992

POST GRADUATE TRAINING:

Hackensack University Medical Center/
University of Medicine and Dentistry of New Jersey
Fellowship: Child Abuse Pediatrics/Forensic Pediatrics
July 2000 – June 2002

Montefiore Medical Center/Albert Einstein College of Medicine
Department of Pediatrics
Internship/Residency in Pediatrics, Certificate granted June 30, 2000
July 1997 – June 2000

BOARD CERTIFICATIONS:

American Board of Pediatrics
Board Certified in Child Abuse Pediatrics
January 2010 (First Time Sub-Specialty Exam Given)
Expires 2020
Maintenance of Certification up to date

American Board of Pediatrics
Board Certification in Pediatrics
October 2001, Recertified 2008
Expires 2018
Maintenance of Certification up to date

LIFE CARE PLANNING CERTIFICATIONS AND TRAINING:

International Commission on Health Care Certification (ICHCC)
Certified Life Care Planner (CLCP)
November 1, 2016

Capital University Law School
Life Care Planner Program
5/2016 – 10/2106

HOSPITAL APPOINTMENTS:

Westchester Medical Center and Maria Fareri Children's Hospital
Attending, Pediatrics (Child Abuse Pediatrics, Forensic Medicine)
July 2002 – Present

Phelps Hospital
Attending, Pediatrics
Clinical Assistant Attending
July 2009 – June 2017

Hackensack University Medical Center
University of Medicine and Dentistry of New Jersey
Department of Emergency Medicine
Clinical Assistant Attending
July 2000 – June 2002

BIBLIOGRAPHY OUTLINE:

Full Length Papers:

Canter J, Rao V, Palusci V, et. Al. Interpreting Osteogenesis Imperfecta Variants of Uncertain Significance in the Context of Physical Abuse: A Case Series. *Journal of Pediatric Genetics*, September 15, 2018. DOI: 10.1055/s-0038-1672135.

Rao V, Canter J. The Interpretation of Repeat Positive Results for Gonorrhea and Chlamydia in Children. *J Pediatr Adolesc Gynecol*. 2015 Aug;28(4):e109-12. doi: 10.1016/j.jpag.2014.09.014. PMID: 26119074

Canter J, Rao V, Patrick PA, Alpan G, Altman RL. The Impact of a Hospital-Based Educational Video on Maternal Perceptions and Planned Practices of Infant Safe Sleep. *J Spec Pediatr Nurs*. 2015 Jul;20(3):187-92. doi: 10.1111/jspn.12114. PMID: 25898856

Lombardi M*, Canter J*, Patrick PA, Altman R. Is Fluorescence Under an Alternate Light Source Sufficient to Accurately Diagnose Subclinical Bruising? *J Forensic Sci*. 2015 Mar;60(2):444-9. doi: 10.1111/1556-4029.12698. PMID: 25677469 (*Equal Contributors to primary authorship)

Altman RL, Canter J, Patrick PA, Daley N, Butt NK, Brand DA. Parent Education by Maternity Nurses and Prevention of Abusive Head Trauma. *Pediatrics*. 2011 Nov;128(5):e1164-72. doi: 10.1542/peds.2010-3260. PMID: 22025587

Book Chapters:

Bernet W, Canter J, Reiman B, Child Sexual Abuse. Wiley Encyclopedia of Forensic Science. Wiley, 2015

Bernet W, Canter J. Child Sexual Abuse. Wiley Encyclopedia of Forensic Science. Wiley, 2013

Canter J, Rosenfeld J, Butt N, Botash A. "Physical and Sexual Abuse of Children." Emergency Care of the Abused. Ed. Laura Melville and Fiona Gallahue Cambridge Press: 2008

Abstracts:

Dominguez, Michelle; Canter, Jennifer; Brumberg, Heather; Altman, Robin. Improving Newborn Safe Sleep Environment Through Modeling Before Discharge, Paul Woolf Research Day/New York Medical College Department of Pediatrics, 2016

Altman RL, Canter J, Patrick PA, Daley N, Butt NK, Brand DA. Preventing Shaken Baby Syndrome: Parent Education by the Maternity Nurse (poster). Research Symposium. Department of Pediatrics, New York Medical College, NY June 2011.

Altman RL, Canter J, Patrick PA, Daley N, Butt NK, Brand DA. Preventing Shaken Baby Syndrome: Parent Education by the Maternity Nurse (poster). Annual Symposium on Health Care Services in New York: Research and Practice, New York, NY November 3, 2010.

Lombardi M, Altman R, Canter J, Visintainer P. Alternate Light Source to Examine Bruising". (Poster). Pediatric Academic Societies' Annual Meeting. Baltimore, Maryland, May 2009.

DeBellis J, & Canter J. (2003). Vaginal Anatomy and Symptomatology in Pre-Pubertal Females Referred for Sexual Abuse Evaluations. Abstract accepted for presentation at the National Association of Pediatric and Adolescent Gynecology Conference, Philadelphia.

Non-Peer Reviewed Articles:

Canter J, Butt N, Altman R. "Two Missed Cases of Abuse." Consultant for Pediatricians. Fall 2008

Canter J, DeBellis J. (2002, March/April). Child Abuse and Neglect: What the EMT Needs to Know. The National Association of Emergency Medical Technicians Journal

Full Length Paper Study Site Participant (No Authorship):

Kristine A. Campbell, Lenora M. Olson and Heather T. Keenan Critical Elements in the Medical Evaluation of Suspected Child Physical Abuse Pediatrics 2015;136;35

National Protocols:

Department of Justice. A National Protocol for Sexual Abuse Medical Forensic Examinations Pediatrics, April 2016 (Listed Contributor)

AWARDS, GRANTS AND CONTRACTS:

Awards:

- 2017 Westchester Child Care Council, Champion of Children Award
- 2017 Certificate of Achievement, Congresswoman Nita Lowey
- 2017 Citation for Exemplary Service, New York State Assemblywoman Shelley B. Mayer
- 2017 Proclamation for Significant Accomplishments, New York State Senator Andrea Cousins
- 2017 Citation for Outstanding Citizen, New York State Assemblywoman Amy Paulin
- 2016 Westchester County Proclamation – Safe Babies Day in honor of Dr. Canter
- 2012 Share Care Top Ten Child Health Influencers (#8)
- 2008 Westchester County Business Journal “Women of Westchester”
- 2008 Westchester County Child Abuse Task Force “Unsung Hero”
- 2003 Leah Harrison “Pioneer in Child Abuse” Award
- 1997 SUNY Buffalo School of Medicine Alumni Association Award
- 1991 People Magazine/Cheeseboro Ponds National Hero Award Nominee
- 1989 Congress of the United States Annual Youth Commendation Award
- 1989 National Institute for Public Services Jefferson Award
- 1989 National Commission Against Drunk Driving National Service Award
- 1989 USA Today All Star Student Honorable Mention
- 1989 League of Women Voters Taylor Award for Public Service
- 1989 Mothers Against Drunk Driving National Youth Award

Grant/Contracts Support:

- 2014-Present Funding Source: Westchester County
Role on Project: Director/Service
Title of Project: Forensic Acute Care Team (FACT) expansion to adults
Total Support: \$110,000/year (third year funding with 2016-19 renewals)

- 2013 – Present Funding Source: Help for Children/Hedge Funds Care
Role on Project: Director/Service
Title of Project: Forensic Acute Care Team (FACT)
Total Support: \$50,000/year (second year)

- 2007 –Present Funding Source: New York State Office of Children and Family Services
Role on Project: Co-Principal Investigator/Service
Title of Project: New York Shaken Baby Prevention Program/Safe Babies New York
State-wide Expansion
Total Support: \$630,500

2007-2008 Funding Source: Alfred E. Smith Grant
 Role on Project: Co-Principal Investigator/Service
 Title of Project: “Prevention of Shaken Baby Syndrome”
 Total Support: \$40,000

2006-2008 Funding Source: Empire Clinical Research Investigator Program (ECRIP)
 Role on Project: Co-Principal Investigator/Research
 Title of Project: “Alternate Light Source as a Tool to Detect Sub-Clinical
 Bruising on Infants”
 Total Support: \$120,000

2004-2008 Funding Source: New York State Office of Children and Family Services
 Role on Project: Co-Principal Investigator/Service
 Title of Project: Hudson Valley Shaken Baby Prevention Initiative”
 Total Support: \$397,475

LICENSURE:

New York State Board of Medical Examiners
 State Medical License
 March 1998 – Present

PROFESSIONAL SOCIETY MEMBERSHIPS:

American Academy of Forensic Science
 Fellow
 December 2013 – Present

New York Child Abuse Medical Provider’s Network (CHAMP)
 Faculty Mentor
 November 2002 – Present

Helper Society
 Full Member Designation – November 2007
 Scholar Member - January 2006 – October 2007

American Academy of Pediatrics
 2000 – Present

PROFESSIONAL AND EDUCATIONAL APPOINTMENTS

2002–Present The Maria Fareri Children’s Hospital at Westchester Medical Center – Valhalla, NY
 Director, Child Protection

- Director of child protection activities for 1,000 bed academic medical center
- Director of advocacy related educational and research for New York Medical College
- Created and implemented various programs, policies and tools for hospital based care of potential abuse/assault
- Created and implemented adult sexual assault expansion in 2013

- 2002–Present Medical Director Child Advocacy Center and/or Multi-Disciplinary Teams:
- Medical Director for all child abuse related Westchester Institute for Human Development Contracts
 - Westchester (2002), Putnam (2002), Orange (2013), Dutchess (2013), Rockland (2014) and Sullivan Counties (2015)
 - Responsible for forensic medical program development, expert reviews/testimony, clinical oversight and policy development for law enforcement/child protective services/district attorney teams working on abuse/neglect for these six counties
- 2002 – Present Westchester County Child Fatality Review Team
- January 2006 – Present- Appointed by County Executive and District Attorney
- October 2002 – December 2006 - Forensic Pediatrician (before team’s certification)
- Attend and participate in pediatric autopsies
 - Participation in team investigation from fatality onset through court proceedings
 - Development of public health/prevention programs related to fatalities
 - Analysis of cases whereby neglectful care for individuals with medical conditions and disabilities resulted in death
- 2003 – Present Child Abuse Medical Provider’s Network (CHAMP)
- Faculty/Mentor, SUNY Syracuse School of Medicine
- Work on statewide policies for child sexual abuse, peer review, other activities
 - Trained nine providers to become CHAMP providers (sexual abuse examiners)
- 2014–2018 New York Children’s Justice Task Force
- Medical representative for New York State for Federal Children’s Justice Act Program
- 2007 – 2010 American Academy of Pediatrics/NACHRI – Child Abuse Pediatrics Fellowship Steering/Development Committee Member
- 2012 –2014 Appointed Member, New York State Council on Graduate Medical Education
- Provide advice to the Governor and Commissioner of Health on the formulation and implementation of State policies relating to medical education and training
- 2001 – 2002 New Jersey Governor’s Task Force on Child Abuse and Neglect
- Member, Prevention Subcommittee
- 2000 – 2002 Child Fatality and Near Fatality Review Board
- Member, New Jersey Governor’s Task Force on Child Abuse and Neglect
- 2000 – 2002 Ethics Committee - Hackensack University Medical Center
- Member

NEW YORK STATE LEGISLATIVE CONSULTATION:

2016 - Conceptualized and consulted on New York State legislation to increase public awareness and educate maternity patients about safe sleep practices. Bill was enacted into law.

2013 - Conceptualized and consulted on New York State legislation to establish a forensic fellowship program for the education and training in child abuse pediatric. Bill passed assembly and senate yet went unfunded by governor.

2006 Consulted on New York State legislation to establish of the child abuse medical provider program; a network of expert child abuse medical professionals, that provides a comprehensive source of child abuse information that offers resources and educational tools created to assist and educate mandated reporters in the identification of child abuse and maltreatment. Bill was enacted into law.

2003 Consulted on New York State legislation to require that every hospital and birth center to provide education and show a video on abusive head trauma prevention. Bill was enacted into law.

2002, Consulted on New York State legislation to include within the provisions of the class D felony of assault in the second degree, the reckless causation of serious physical injury to include, in the case of a child under 7 years of age certain elements of abusive head trauma. Bill was enacted into law.

EDUCATIONAL ACTIVITIES

Medical Students, Residents and Fellows:

Teaching:

2002-Present:

Provision of Clinical Rotation Education in Child Abuse Pediatrics (3rd and 4th Year medical students and Pediatric Residents)

Director, Child Abuse Pediatrics Fellowship (voluntary withdrawal of accreditation in 2014 due to funding), trained three fellows

Curriculum Development:

2002-Present

Developed Rotation Curriculum (3rd and 4th Year medical students and Pediatric Residents)

Developed entire Child Abuse Pediatrics fellowship curriculum

Administration:

2002-Present

Rotation Director, Medical Students and Pediatric Residents

2010-2014

Fellowship Director, Child Abuse Pediatrics Fellowship at Westchester Medical Center

Other Educational Roles:

Teaching:

2002 – Present

Mentor, NYS Child Abuse Medical Providers Network (Through DOH and SUNY Syracuse), trained seven providers (MD, NPs)

2013 – Present

Director, New York Medical College Collaborative Practice Program in Child Abuse Pediatrics (six month long didactic and clinical CME program), trained five providers (MD, NP, RNs)

Curriculum Development:

2002: Participated in development of CHAMP curriculum

2013: Conceptualized and developed Collaborative Practice Program curriculum

Administration:

2013 – Present:

Collaborative Practice Program Director

ADMINISTRATIVE RESPONSIBILITIES:

2002–Present Child Protection Committee Westchester Medical Center

- Chair – 2012 – Present, Member 2002 – 2012
- Responsible for quality improvement, policy and protocol development for issues related to child abuse and child safety

2002 – Present Expert Witness/Consultant for Abuse/Neglect

- Expert consultation and/or witness support in over 200 civil and criminal court proceedings across the United States and internationally
- Topics of expertise: sexual abuse, sexual assault (child – adult), physical abuse, child fatalities, neglect, abuse/neglect protocols

2003 – Present Co-Principal Investigator, Safe Babies New York

- Began in 2003 as a regional abusive head trauma prevention program
- Expanded statewide in 2010
- Added safe sleep to program scope in 2013

2013–Present Medical Director, Forensic Acute Care Team at Westchester Medical Center

- Management of forensic aspects of medical care for children and adult patients presenting with concerns for sexual abuse /sexual assault

SELECTED PRESENTATIONS:

Grand Rounds:

Child Abuse Pediatrics – An Evidence Based Approach to Potential Child Abuse”
Orange Regional Medical Center Grand Rounds
May 15, 2015

“Child Physical Abuse Grand Rounds”
Winthrop Hospital – Grand Rounds
October 2011

“Burns & Child Abuse “
Child Abuse Pediatrics Course, Long Island Jewish Hospital
September 2009

“Emergent Issues for Sexual Abuse, Physical Abuse & Neglect of Children”
Department of Emergency Medicine, Westchester Medical Center
December 2010

“Psychiatric Interface with Sexual Abuse, Physical Abuse & Neglect of Children “
Department of Psychiatry, Westchester Medical Center
September 2010

“Sexual Abuse Evaluation”
Department of Obstetrics & Gynecology – New York Medical College
May 2010

“Preventable Child Fatalities – From Choking to Child Abuse “
Maria Fareri Children’s Hospital, Grand Rounds
February 2009

“HIV and other Sexually Transmitted Diseases in Children”
Department of Pediatrics, New York Medical College
November 2007

“Sexual Abuse, Physical Abuse and Neglect for the Pre-Hospital Professional”
St. Francis Hospital Trauma Department
Guest Speaker, November 5, 2005

“Sexual Abuse for the Obstetrician and Gynecologist”
New York Medical College Department of OB-GYN Grand Rounds
Guest Speaker, October 6, 2005

“Shaken Baby Syndrome: Recognition, Management and Prevention”
Kingston Hospital Department of Pediatrics Grand Rounds
Guest Speaker, May 17, 2005

“Shaken Baby Syndrome: Recognition, Management and Prevention”
Our Lady of Mercy, Department of Pediatrics Grand Rounds
Guest Speaker, May 10, 2005

“Shaken Baby Syndrome: Recognition, Management and Prevention”
Northern Westchester Hospital, Department of Pediatrics Grand Rounds
January 11, 2005

“Shaken Baby Syndrome: Recognition, Management and Prevention”
White Plains Hospital, Department of Pediatrics Grand Rounds
December 2, 2004

“Shaken Baby Syndrome: Recognition, Management and Prevention”
Good Samaritan Hospital Annual Trauma Conference
Guest Speaker, November 8, 2004

“Abuse Imitators and Other Interesting Cases”
Maimonides Hospital Department of Pediatrics Grand Rounds
Guest Lecturer, November 12, 2002

“An Introduction to Shaken Baby Syndrome”
New York Medical College Trauma Conference at West Point
Faculty Lecturer, November 1, 2002

“Early Detection of Child Abuse and Neglect”
Our Lady of Mercy Hospital Department of Pediatrics Grand Rounds
Guest Lecturer, October 8, 2002

“An Introduction to Child Abuse and Neglect”
Good Samaritan Hospital Department of Pediatrics Grand Rounds
Guest Lecturer, September 18, 2002

“Child Abuse in the Emergency Room”
Methodist Hospital Department of Emergency Medicine/Pediatrics – Monthly Rounds
Guest Lecturer, February 20, 2002

“Sexual Abuse – Diagnostic and Management Issues”
New York Medical College Department of Pediatrics Grand Rounds
Faculty Lecturer, November 13, 2002

“Child Abuse and Neglect – What All Doctors Should Know”
New York Medical College – Fifth Pathway Program
Guest Lecturer, July 3, 2002

National:

Evidence Based Diagnosis of Child Abuse
National Center for Victims of Crime, Philadelphia PA
September 19, 2016

Evidence Base for Alternate Light Technology in the Detection of Sub-Clinical Bruises
International Association of Forensic Nurses International Conference, Orlando FL
October 28, 2015

“Safe Sleep – Evidence-Based Information and Prevention Strategies”
New York State Department of Health
March, 2015

Alternate Light Source in the Diagnosis of Bruising – Does it Work?
Helper Society National Conference
April 2013

“A Physical Abuse Imitator: Case Presentation”
Helper Society Conference
November 2008

State:

“Differential Diagnosis and Child Sexual/Physical Abuse”
Legal Aid Society, New York
November 2013, February 2013

“Sexual Abuse, Physical Abuse & Neglect of Children – Child Abuse Pediatrics”
Legal Aid Society of New York
August 2011

“Sexual Abuse, Physical Abuse & Neglect of Children – What Judges Need to Know”
Ninth District Family Court Judges New York State
March 2011

“Sleep & Safety”
State University of New York at Albany
March 2010

“Statewide Issues in Medical Aspects of Child Abuse”
New York State Office for Children & Family Services
March 2009

“The Whole Child Approach to Child Physical Abuse”
Syracuse University – Children’s Justice Conference
September 2007

“The Whole Child: Thinking of Everything in Child Abuse Pediatrics”
Danbury Hospital Annual Conference
Guest Speaker, May 2007

“ The Whole Child Approach to Child Abuse Pediatrics”
Children’s Justice Conference
Pace University Law School
Judicial Institute, Instructor – Lunch and Learn Series - 2006

“A Model Program to Prevent Shaken Baby Syndrome”
Prevent Child Abuse New York Annual Conference
Guest Speaker, April 13, 2005

“Sexual Abuse in the Developmentally Disabled Population”
New Jersey Task Force Conference of Child Abuse and Neglect

Local/Regional:

“Forensic Acute Care Team Adult Expansion”
Westchester County Emergency Department Directors
2015 –two trainings – Valhalla, NY

“Forensic Acute Care Team Adult Expansion”
Training for College Health Professionals
White Plains, New York
November 2015

“Child Abuse Pediatrics – Guidance for Child Protective Services
Orange County Department of Social Services
April, 2015

“Child Abuse Pediatrics: CPS and Law Enforcement Training”
Dutchess County Child Advocacy Center
September 2013

“The American Academy of Pediatrics Safe Sleep Guidelines & Child Product Safety”
Westchester County Department of Social Services & Law Enforcement
February 2012

“Acute Management of Sexual Abuse”
Westchester County District Attorney’s Office
December 2011

“Sexual Abuse, Physical Abuse & Neglect of Children – Child Abuse Pediatrics”
Green Chimneys
February 2010

“The Whole Child Approach to Child Abuse Pediatrics”
Child Care Council Annual Conference
Guest Speaker, April 2008

“Failure to Thrive”

Westchester County Department of Social Services
March 2008

“Child Sexual Abuse”

Westchester County Task Force on Child Abuse & Neglect
October 2007

“Preservation of Pediatric Forensic Medical Evidence”

Westchester County District Attorney’s Office Annual Conference
Guest Speaker, September 19, 2005

“Sexual Abuse, Physical Abuse and Neglect for the Police Cadet”

Westchester County Police Academy
Guest Speaker, September 9, 2005

“Birth vs. Non-accidental Trauma”

Columbia University – National Children’s Alliance Teleconference
November 2005

“The Public Health Approach to Child Abuse and Neglect”

New York Medical College School of Public Health
Guest Speaker, October 15, 2005

“Recognition and Management of Child Abuse”

Westchester Emergency Medical Services Annual Conference
Guest Speaker, January 22, 2004

“Ethics in Child Abuse”

Hackensack University Medical Center
Department of Pediatrics – Noontime Conference
Guest Lecturer, December 8, 2001

“Sexuality & Child Protection Issues in the Down Syndrome Community”

Hackensack University Medical Center
The JUDY Center for Down Syndrome Lecture Series
Guest Lecturer, October 17, 2001

“Abusive Head Trauma – What the Attorney Needs to Know”

New Jersey Deputy Attorney Generals – Newark Office
Guest Lecturer, June 1, 2001

“Sex Abuse – What You Need to Know”

Bergen County DYFS District Office
Caseworker Lecture Series
Guest Lecturer – February 6, 2001

“Medical Indicators of Child Abuse and Neglect”

New Jersey Division of Youth and Family Services
Guest Lecturer, June 25, 2001, October 22, 2001, February 13, 2002, June 26, 2002

BETTER BEST 2018

2018 ANNUAL REPORT



Westchester Institute
for Human Development

WIHD is one of 67 University Centers for Excellence in Developmental Disabilities

As one of 67 University Centers for Excellence in Developmental Disabilities, the Westchester Institute for Human Development (WIHD) is dedicated to improving the lives of people with disabilities and vulnerable children through professional education, direct service provision, and innovative research. For over 45 years, WIHD has been a key regional resource providing a wide range of medical, dental, clinical, and social services to individuals, families and professionals throughout Westchester County and the Lower Hudson Valley.

At WIHD, everything we do is guided by our vision of a future in which all people, including people with disabilities and vulnerable children, live healthy and productive lives as full members of society.

BOARD OF DIRECTORS

David M.C. Stern, Chair

Vera Halpenny, LCSW, Vice Chair

Monica Sganga, Secretary

Fern Juster, MD, Treasurer

Walter Fowler

Catherine Funk

Traci F. Gardner, MD

Anne C. Gilmartin

Anish Nanavaty

Aaron Velez

Kehli Woodruff, MPP, MS

BOARD MEMBER EMERITUS

William Frishman, MD

EXECUTIVE LEADERSHIP TEAM

Susan Fox, PhD

President and CEO

David O'Hara, PhD

Vice President and COO

Marianne Ventrice, CPA

Vice President of Finance and Administration

Jenean Castillo, PhD

LEND Program Director

Diversity and Inclusion Coordinator

AnneBeth Litt, MD

Medical Director

Patricia Patrick, DrPH

Director of Research

Danielle Weisberg, LCSW

Director, Child Welfare Services
and Children's Advocacy Center



Dear Friends, Colleagues, and Supporters:

I am pleased to share with you Westchester Institute for Human Development's (WIHD's) 2018 Annual Report. As a University Center for Excellence in Developmental Disabilities (UCEDD), WIHD is a unique resource serving Westchester County and the Lower Hudson Valley and impacting services statewide and nationally. While providing a broad spectrum of medical, clinical, and social services for individuals with intellectual and developmental disabilities and vulnerable children; we also conduct innovative research, disseminate information to inform the field, and train both current and future professionals.

An exciting achievement this past year has been the completion of our strategic plan, which outlines a set of strategic intentions to guide our work over the next three years. Our intentions are to:

- Be the Best Place to Receive Services and Supports
- Be Well-Known and Well-Respected throughout the Community
- Be a Sustainable Organization
- Be the Best Place to Work

WIHD staff and its Board of Directors are busy implementing new initiatives to move us towards these stated intentions. Visit our website at wihd.org to learn more about the strategic plan and what we are doing to reach our goals.

Each year our services make a positive impact on the lives of over 5000 individuals with intellectual and developmental disabilities; 450 children served by our Child Welfare Program; and thousands of families, students, and professionals. We could not do this without the generous support of our many donors and we are honored when you place your trust in us and the work we do. Thank you to all who have engaged with us this past year to support our critical work.

Please take a few minutes to browse through our report and learn more about the exciting work going on at WIHD. I am proud to join with all of you as we work together toward our shared vision of a future in which individuals with disabilities and vulnerable children live healthy and productive lives as full members of society. Thank you for your support and for taking the time to learn more about us.

Sincerely,

A handwritten signature in cursive script that reads "Susan W. Fox".

Susan Fox, PhD
President and CEO

WIHD's Child Welfare program served **450** children and their birth, foster and adoptive families in 2018.

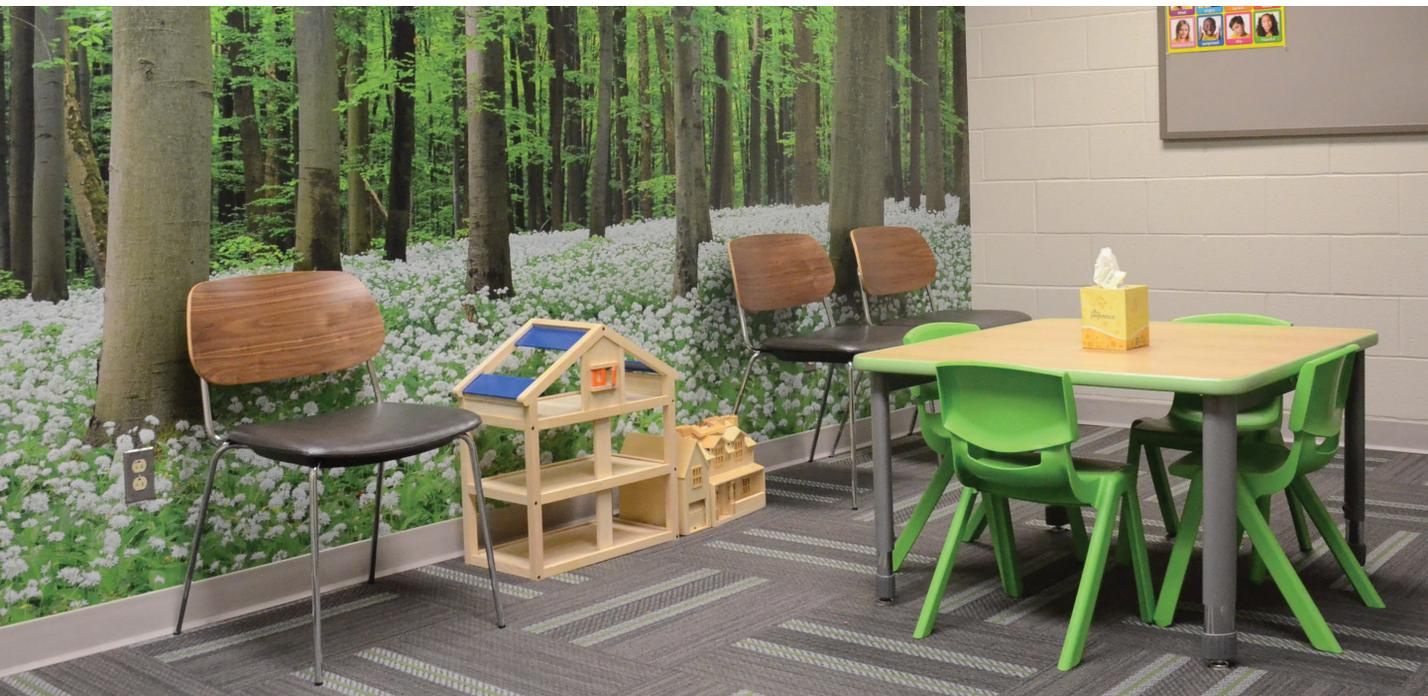
FOSTER CARE: When four year old J came into foster care, the trauma he experienced was so significant it seemed unlikely that he would be able to form healthy attachments. Fortunately, he was placed with loving and committed foster parents, but was extremely hard to manage at home and school. There were many times when J's placement with the P's was in jeopardy.

→ As Westchester County's only provider of comprehensive services to children in family foster care, WIHD's highly skilled specialists wrapped support around J and his foster family, often seeing them multiple times per week and fielding phone calls almost daily.

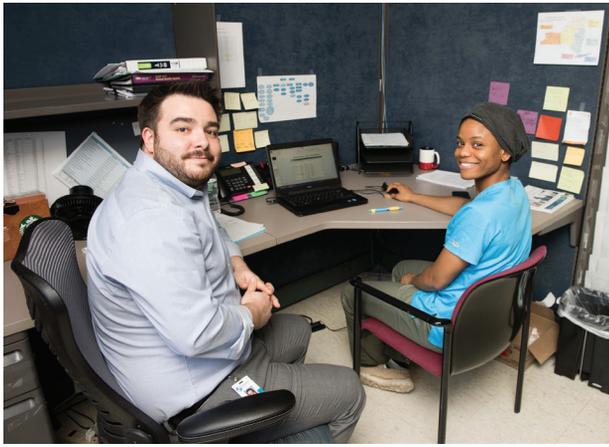
→ Through training provided by WIHD, the P's learned about the impact of trauma on children and how their parenting style could both positively and negatively impact J's ability to heal and thrive. WIHD's intensive

services were critical to quelling J's anxiety and trauma symptoms. When it became clear that J's mother would never again be able to care for him, his longing for a sense of belonging and acceptance was realized when he became the P's "true son" when his adoption was finalized earlier this year. WIHD and the P's did not give up on J and were dedicated to supporting him achieve his full potential.

"The workers at WIHD are a blessing to foster parents and the children in their care. I will honestly say without their support, I would have been at a loss. Their constant calls, contact and support is beyond amazing."
Foster Mom



WIHD's Children's Advocacy Center conducted over **300** evaluations of suspected physical and/or sexual abuse of children in **Westchester County** in 2018.



WIHD provides direct services for people with **Intellectual and/or Developmental Disabilities** and their families.

These services include: primary health care, specialty health care, dental services, speech and hearing, assistive technology, behavioral psychology, service brokerage, and early intervention service coordination.



42,197 clinical and medical visits to **4,736** individuals

5,286 primary care visits to 1,471 adults

Conducted 321 assistive technology evaluations



Loaned **368** assistive technology devices



Provided **3,001** behavioral psychology visits to **121** children and adults

8,598 dental visits to **3,343** children and adults



3,448 audiology visits to **2,105** children and adults

2018 HIGHLIGHTS

JANUARY

WIHD attains recognition as a Patient Centered Medical Home



FEBRUARY

WIHD's Dental Program receives award and equipment donation from the NY State Dental Foundation



MARCH

Dr. Patricia Patrick promoted to Associate Professor at NYMC



APRIL

WIHD holds its Inaugural Gala at the Scarsdale Golf Club



MAY

Karla Diaz, Child Welfare Administrative Supervisor, honored by the Association of Hispanic Professionals at their annual scholarship dinner

LEND Graduation



JUNE

WIHD's three year strategic plan released

Liya Caiazzo, Compliance and Quality Improvement Officer, attended the AUCD Leadership Academy at Georgia State University in Atlanta

JULY

Dr. Jenean Castillo appointed LEND Director

JULY

Naomi Brickel receives NY Council of Administrators of Special Education (NYCASE) 2018 Friend of Special Education Award



AUGUST

WIHD celebrates the unveiling of its new Mobile Dental Clinic

Izel Obermeyer receives Carnegie-Wit Diaspora Fellowship and publishes book chapter on Addressing Executive Function in Schools

SEPTEMBER

Karen Edwards, VP for Education, Training and Research and LEND Director retires

Hired Cindy Lopane, Director of Philanthropy



OCTOBER

WIHD holds its second annual Fall Fun Fest

Pi Iota Omega chapter of Alpha Kappa Alpha Sorority donates backpacks, school supplies, and new coats to children in WIHD's Child Welfare Programs

NOVEMBER

Third year dental students from Touro Dental School at NYMC begin weekly rotations in WIHD's Dental Program to gain awareness of treating individuals with disabilities

WIHD faculty, staff, and trainees present at annual AUCD Conference in Washington, DC



DECEMBER

Dr. Patricia Seagriff-Curtin retires after 26 years at WIHD as Director of Dental Services



WIHD informs the field by conducting **innovative** research, educating current and future professionals, and disseminating information.

5 Peer - Reviewed Research Publications
23 Faculty and Trainee Research Projects
25 Leadership Education in Neurodevelopmental and related Disabilities (LEND) Trainees

GET WIHD IT - SELF-ADVOCACY AT WIHD:

Self-advocacy for individuals with intellectual and developmental disabilities is critical to their successful integration in the community. Each of us needs to be able to identify our own needs, interests, and preferences.

WIHD supports self-advocacy in a number of ways:

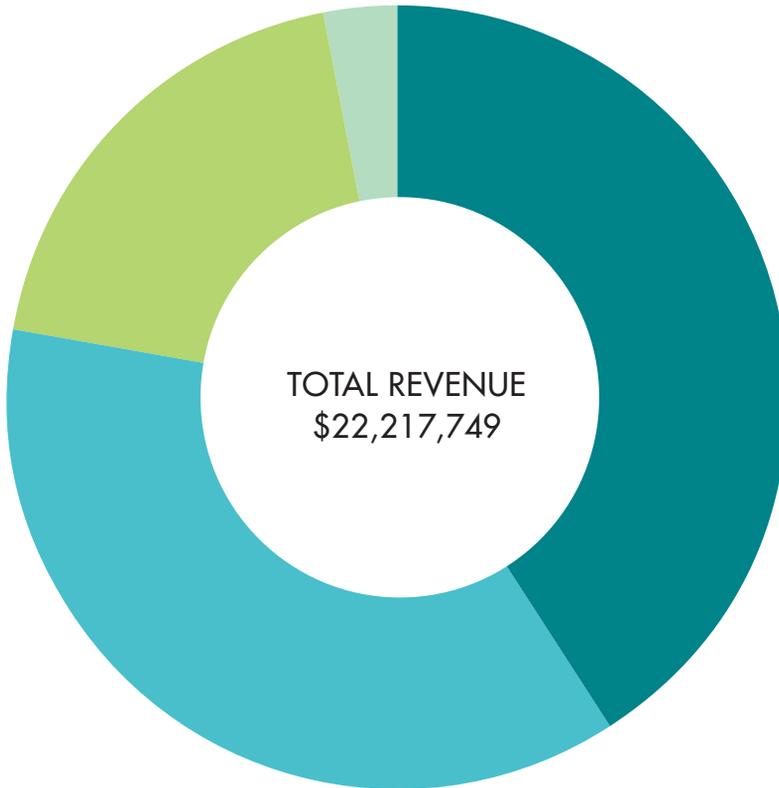
→ The Hear Our Voices Self Advocacy Group at WIHD provides a forum in which youth and adults with disabilities meet to discuss challenges and successes, and to explore their topic of the month. Mitchell Levitz, Self-Advocacy Coordinator here at WIHD, who himself is a

self-advocate, plans monthly meetings of Hear Our Voices, inviting in a community discussion leader on a topic of importance to the group.

→ WIHD self-advocate Brendan Klein, was recently hired as our Youth Advocacy & Engagement Coordinator. Brendan monitors WIHD's Social Network Facebook page for self-advocates (<https://www.facebook.com/WIHDSocialNetwork/>), which provides access to numerous opportunities in the community for young adults with disabilities to gather, network and have fun! He recently led the Hear Our Voices discussion on how to use social media platforms to bolster your social life!

→ WIHD employs a number of self-advocates in various positions including administration and greeter positions, every day showing people that the successful integration of individuals with disabilities is not only a possibility, but an opportunity no organization should miss. The work of these self-advocates remind us daily of the magnitude of what we do here at WIHD, and how it changes not only the lives of people with disabilities but everyone they encounter.





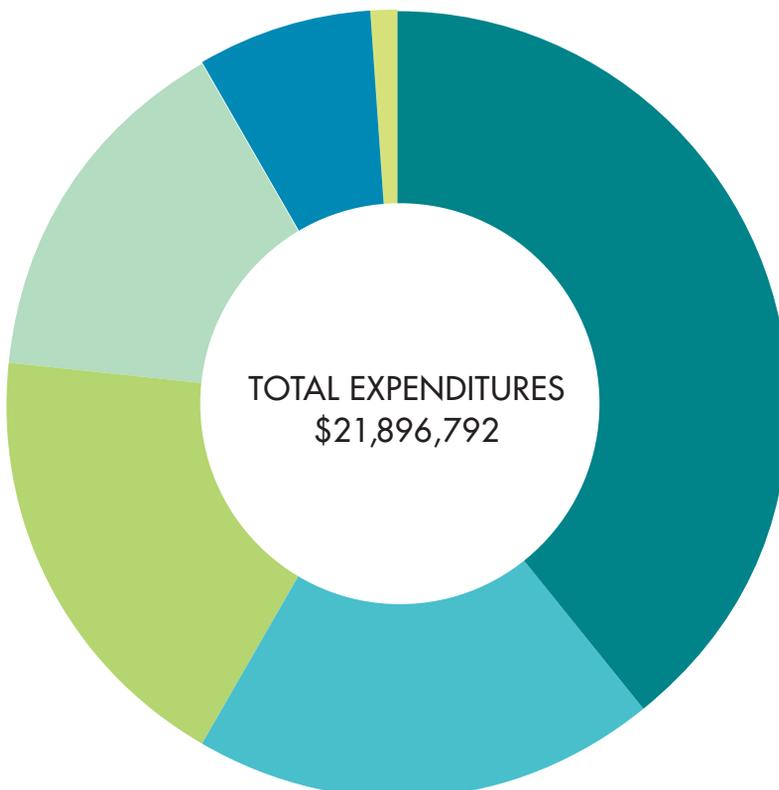
CONTRACTED SERVICES
\$9,144,865 → **41%**

CLINICAL SERVICES
\$8,229,246 → **37%**

GRANT AND PROGRAM SUPPORT
\$4,118,456 → **19%**

CONTRIBUTIONS AND OTHER
\$725,182 → **3%**

FIGURES REFLECT UNAUDITED FINANCIAL STATEMENTS
FOR 2018



HEALTH SERVICES
\$8,575,861 → **39%**

CHILD WELFARE AND
CHILDREN'S ADVOCACY
\$4,240,132 → **19%**

GRANT AND PROGRAM SUPPORT
\$3,944,815 → **18%**

ADMINISTRATION
\$3,295,963 → **15%**

TRAINING AND RESEARCH
\$1,574,699 → **7%**

DEVELOPMENT
\$265,322 → **1%**

DONORS

WIHD is greatly appreciative of the generous support of our many donors. Without your support, we could not carry out the many programs at WIHD. We at WIHD want to thank each and every one of you for your generosity and support over the years.

The following list acknowledges gifts made to WIHD in 2018. Please let us know if your name or that of your company, foundation, or organization is missing or printed incorrectly.

\$25,000 and over

Drs. Ansley Bacon and
David O'Hara
Dr. Wendy Breitner and
Ken Kirshenbaum
Kenneth and Helene Orce
David M.C. and
Mary Elizabeth Stern

\$10,000 to \$24,999

Mark and Victoria Drozdov
Foundation
Catherine and Thomas Funk
The Saul Family Charitable Fund
Monica and John Sganga
Drs. Avtar and Baldev K. Singh
Wally and Betsy Stern
Willy and Ann Stern

\$2,500 - \$9,999

Autism Directory Service
Robert and Bobbi Bacon
CClean
Linda Fiorentino
Walter and Jacqueline Fowler
Dr. Susan and David Fox
Dr. William and Esther Frishman
Vera Halpenny
JDM Benefits
Dr. Fern Juster and Steven Swirsky
Jamie Klein
Lowell and Elizabeth Lifschultz
Maier, Markey & Justic, LLP
Anish and Malhar Nanavaty
Neurocrine Biosciences
Mark Rosenblatt and
Sarah M. Stern
Thompson & Bender

Pamela Thornton
Tompkins Mahopac Bank
Dr. Patricia and Andrew Towle

\$1,000 - \$2,499

Baldor Specialty Foods, Inc.
William and Nancy Bave
Millie Hernandez-Becker
Tracy Bernacchia and Carole Oliva
Martin and Aviva Budd
Gerard Coffey
Dr. Karen and Lawrence Edwards
Leah and Paul Epstein
Lesa Rader Giberson
Habermann Koehn Foundation
Anthony Justic
Andrew and Emily Kirshenbaum
Andrew Klemmer
Douglas and Alice Kraus
L'Antron, Inc.
New York Medical College
Michael and Wendy Nolan
Presbyterian Church of Mt. Kisco
Megan Shapiro
Nancy Taddiken
Melody Sawyer Richardson and
Rabbi Malcolm Thomson
White Plains Hospital

\$500 - \$999

Bobby Bakshi
Michael Becker and Tee
Scatuorchio
Michael and Stephanie Bellantoni
Lance Sherman and
Susan Buckley
Phyllis and Dan Budne
Pinder and Gurmit Chilana

Jerome and Lark D'Imperio
Dr. Michael Elia
RM Friedland
Adam and Emily Gilbert
Anne C. Gilmartin
James and Julie Hallowell
Robert Herlihy and Carol Hughes
Peter and Karen Herrero
Houlihan Lawrence/Somers and
Brewster offices
Tom and Loretta Kavalier
Jack and Mary Keenan
Dr. Richard Kessler
Kirshenbaum, Urban & Tan, LLP
Marilyn Klein
Schuyler and Amelie Kraus
Jack, Barbara and Mitchell Levitz
Pieter VC Litchfield
Dr. AnneBeth Litt and
Mark Levenson
Gerald and Susan Loehr
Loganzo & Mantell PLLC
Rondi and Frank Loganzo
Jackie Mann
Bernard and Barbara Masur
Amarjot Narula
Michael and Nancy Goldrich
Gary and Susan Raizes
Michael and Margaret Rappe
Linda Riefberg
Robert and Ann Riesenberg
Thorn and Maddy Rosenthal
Scarsdale Women's Club
Judy Seiff
Joanne Siegel
Manpreet and Sonal Singh
Dewitt and Christine Sullivan
Aaron and Jenna Velez

Marianne and Donald Ventrice
Dr. Sheryl White-Scott
Kehli Harding Woodruff
Dr. Jonathan and Ellen Wynn
Mary Zingaro

\$100 - \$499

Kelly Alston
John and Kimberly Aslanian
George Barson
Jane Becker and Tim Adler
Anne Bencivenga
Christine Bevilacqua
Rita Bigelow
Barbara Bliss
David and Karen Blumenthal
Valerie J. Bradley
Braun Brush Company
Naomi Brickel
James Burr
Laura Cervoni
David and Marianne Chao
Margaret Corbett
Mary Jo Dalbey
Armand and Carol D'Amour
Mary Dantin
Navy Djonovic
James and Joan Durfee
Dr. Alan Ettinger
Dr. Serena Ferguson
Melinda Fowler
Scott Fowler
Friends of Harrison High School
Dr. Traci Gardner
Gatsos Family Fund
General Re Corporation
David and Margaret Goldberg
Laura and Michael Goldstein
Group Residents of Westchester
(GROW)
David and Ellen Harpin
Leslie and Steven Heineman
Stephanie and Christopher
Hinkaty
Audrey Hochroth
Holbrook Cottage Inc.

Robin Judson and Gerald
Stoughton
Steve and Liz Kaufman
Michael Kelter
Barbara Kestenbaum and
Michael Sturman
Gerald Kirshenbaum
Carol Klein
Tara and Russ Klein
Larry and Ruth Kobrin
Nicholas and Lisa Krieger
Loretta Lear
LeChase Contruction
Charles and Donna Lombardi
Joe and Cindy Lopane
Anne Lyons
Anne Majsak
Jon Mark
Elena Martinez-Drinks
Rosemarie Martino
Oivind and Angela Mathisen
Kathryn Mayer
Pegeen McGowan
Kathy McLoughlin and Ed Varela
Carolyn McShane
Janis and Alan Menken Charity
Fund
Karen Millman
Tanis and Jim Moore
MUFG Union Bank
Jean Ellen Murphy
Robb Napolitano
Werner and Izel Obermeyer
Dr. Christopher Orlando
Frank and Garnjana Palmieri
Dr. Teri Panero
Amy Passman
Rick and Elizabeth Pastore
Drs. Patricia Patrick and
Tom Jeitner
Reliable Power Alternatives
Corporation
Andrew and Donna Reynolds
John Robinson and
Linda Robinson Cox
Bruce and Karen Rosner

Rita Ross
Galen and Lynne Royer
Leonard Rubin
Ronald Rush
Dr. Patricia Seagriff
Anupma and Harmohan Sethi
Hugh and Paula Sigmon
Ajmer K. Singh
Dr. Patti Slobogin and
Coulter Young
Jennifer Soravilla
Mary Spano
Doris Stanley
Donald and Marta Steffen
Sarabjeet Thapar
James Verna
Dr. Elizabeth Verna and
Marcus Pereira
Nancy and Roger Vincent
Robin Vogel
Danielle Weisberg and
Daniel Splitgerber
Thomas and Helen Welling
Stuart and Lisa Wexler
William and Jill Wirka
Virginia Wirka
Alan Wolfort
Jason Xenakis
Dorothy Yewer





Westchester Institute
for Human Development

Westchester Institute of Human Development

Cedarwood Hall
Vahalla, NY 10595
(914) 493-8204
wihd.org



COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Westchester Institute for Human Development

Address: 325 Cedarwood Hall

City: Valhalla State/Province/Territory: NY Zip/Postal Code: 10595

Country: US

2. Entity's Vendor Identification Number: 200738248

3. Type of Business: Other (specify) Not for Profit 501 c 3

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

2 File(s) uploaded 2020-2021 Board of Directors.docx, Westchester Institute for Human Development Board of Directors.docx

First Name Marianne
Last Name Ventrice
MI _____ Suffix _____
Address 322 Cedarwood Hall
City Valhalla State/Province/Territory: NY Zip/Postal Code: 10595
Country US
Position Chief Financial Officer

First Name Susan
Last Name Fox
MI _____ Suffix _____
Address 325 Cedarwood Hall
City Valhalla State/Province/Territory: NY Zip/Postal Code: 10595
Country US
Position Chief Exec. Officer

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

N/A

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not

previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES NO

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Marianne Ventrice [MVENTRICE@WIHD.ORG]

Dated: 09/01/2020 11:56:21 AM

Title: VP Finance and Administration

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



Westchester Institute
for Human Development

2020-2021 Board of Directors (July 1, 2020-June 30,2021)	
<p>Vera Halpenny, Chair 12 Brook Side Lane Dobbs Ferry, NY 10522 vhalpenny@hotmail.com</p>	<p>Anne Gilmartin 123-8 Richmond Hill Road New Canaan, CT 06840 agilmartin@mercy.edu</p>
<p>Monica Sganga, Vice Chair/Secretary 350 Evandale Road Scarsdale, NY 10583 mcsqanga@me.com</p>	<p>Traci Gardner, M.D. 33 Commerce Street Hawthorne, NY 10532 tgardner@childrensvillage.org</p>
<p>Fern Juster, M.D., Treasurer 9 White Oak Lane Chappaqua, NY 10514 Fern.Juster@gmail.com</p>	<p>Jasmine Hernandez 1 Cedar Street – 1D Bronxville, NY 10708 jhernandez@law-jh.com</p>
<p>Dr. Helen Buhler 12 DeGarmo Place Poughkeepsie, NY 12601 hbuhler@mercy.edu</p>	<p>Anish Nanavaty 322 Evandale Road Scarsdale, NY 10583 anish@nanavaty.us</p>
<p>Catherine S. Funk 8 Mount Joy Avenue Scarsdale, NY 10583 catherinesfunk@gmail.com</p>	<p>Aaron Velez 735 Union Valley Road Mahopac, NY 10541 avelez@houlihanlawrence.com</p>
<p>Walter Fowler 527 Elizabeth Road Yorktown Heights, NY 10598 toy_cat66@verizon.net</p>	<p>Frances A. Rao 19 Ross Road Scarsdale, NY 10583 raofrances@gmail.com</p>

*Dr. William Frishman, Board Member Emeritus

**Westchester Institute for Human Development
2018-2019 Board Member Directory**

David M. C. Stern, Chair (2020)
221 Old Army Rd
Scarsdale, NY 10583
914-472-2919 (H); 914-217-0860 (C)

dstern@sternconsulting.com

Anne Gilmartin (2020)
123-8 Richmond Hill Road
New Canaan, CT 06840
(203) 594-7418 (H); (203) 803-9824 (C)
(914) 674-7337 (W)

agilmartin@mercy.edu

Vera Halpenny, Vice Chair (2018)
12 Brook Side Lane
Dobbs Ferry, NY 10522
(914) 674-0276 (H); (914) 720-6363 (C);

vhalpenny@hotmail.com

Traci Gardner, M.D. (2020)
33 Commerce Street
Hawthorne, NY 10532
(914) 239-8519 (H); (914) 693-0600 X1314 (W);
(914) 882-8574 (C)

tracigdnr@aol.com

Fern Juster, M.D., Treasurer(2018)
9 White Oak Lane
Chappaqua, NY 10514
(914) 242-0340 (H); (914) 441-9485 (C)

Fern.Juster@gmail.com

Anish Nanavaty (2021)
322 Evandale Road
Scarsdale, NY 10583
(914) 723-0707 (H); (917) 442-3778 (C)

anish@nanavaty.us

Monica Sganga, Secretary (2018)
350 Evandale Road
Scarsdale, NY 10583
(914) 725-8579 (H); (914) 450-0135 (C)

mcsqanga@me.com

Aaron Velez (2021)
735 Union Valley Road
Mahopac, NY 10541
(914) 720-7431 (C)

avelez@houlihanlawrence.com

Walter Fowler (2019)
527 Elizabeth Road
Yorktown Heights, NY 10598
(914) 962-2177 (H); (914) 403-0884 (C);
(914) 962-7702 or 962-7748 (W);
(914) 962-2178 (H-F)

toy_cat66@verizon.net

Kehli Woodruff (2019)
21 Old Farm Road
Scarsdale, NY 10583
(914) 725-1481 (H);
(914) 255-0184 (C)

kehliwoodruff@gmail.com

Catherine S. Funk (2018)
8 Mount Joy Avenue
Scarsdale, NY 10583
914-723-2613 (H); 914-589-5022 (C)

catherinesfunk@gmail.com

William Frishman, M.D. (2018)
New York Medical College
Sunshine Cottage Road
Valhalla, NY 10595

William_Frishman@nymc.edu

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of the District Attorney, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department") and (ii) Westchester Institute for Human Development, registered New York State not for profit corporation, having its principal office at 325 Cedarwood Hall, Valhalla, New York 10595 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on November 1, 2020, and terminate on April 30, 2022, unless sooner terminated in accordance with the provisions of this Agreement. The Department at its sole discretion may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods.
2. Services. (a) The Contractor shall provide medical examinations and assessments for children and adolescents (ages 0-18) who are the subject of Child Protective Services investigations and/or Law Enforcement investigations where sexual abuse is suspected (the "Services"). Contractor will intake information from referred patients, and, where deemed necessary by Contractor, will conduct scheduled examinations in accordance with established triage guidelines. The Contractor will provide scheduled follow-up examinations for emergent and urgent cases when appropriate. Specific responsibilities of the Contractor include reporting and interpreting the results of examinations and/or assessments to referring agencies and/or law enforcement, as permitted by applicable laws, and providing a qualified medical provider to testify in legal or court proceedings on an as-needed basis. Additional information regarding the scope of Services provided under this Agreement is included in the attached "Appendix A".
3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement ("Maximum Amount") shall not exceed One Hundred Eighty-Seven Thousand Five Hundred Six and 00/100 Dollars (\$187,506.00), payable in eighteen monthly installments of Ten Thousand Four Hundred and Seventeen Dollars (\$10,417.00) in accordance with the attached budget, "Appendix B". The amounts payable under Appendix B are inclusive of all expenses and all other costs incidental to the Services to be provided by the Contractor under this Agreement other than legal fees set forth in Appendix B, which fees are variable and fall outside the Maximum Amount.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, including the case numbers(s) (i.e. NCPD Special Victims Case Identifier #), (b) certifies that the number of monthly clinic sessions offered, services rendered, and the payment requested, are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal government for any Services arising out of or in connection with any act or omission of the Contractor or an officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent") (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to the Health Insurance Portability and Accountability Act of 1996 (as such is and shall be amended from time to time), conflicts of interest, human rights, a living wage, disclosure of information and vendor

registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. The provisions of this section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf

outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its

officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less than Three Million Dollars (\$3,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of

no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. The definition of "Records" explicitly excludes confidential medical and treatment records of clients maintained by Contractor, which shall be maintained in accordance with applicable medical records retention Laws. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of

Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by

written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

WESTCHESTER INSTITUTE FOR HUMAN DEVELOPMENT

By: Marianne Ventrice
Name: MARIANNE VENTRICE
Title: VP OF FINANCE + ADMIN
Date: 8-31-2020

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
 Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~) WESTCHESTER
D.L.

On the 31ST day of AUGUST in the year 2020 before me personally came MARIANNE VENTRICE to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of WESTCHESTER; that he or she is the VP FINANCE + ADMIN of WESTCHESTER INST. FOR HUM. DEV., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Donna Lombardi
NOTARY PUBLIC

DONNA LOMBARDI
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01LO6209620
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES 07-27-2021

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX A
CHILD ABUSE PEDIATRICS PROGRAM
Child Abuse Medical Examinations
SCOPE OF SERVICES – NASSAU COUNTY

PURPOSE

The Contractor will provide outpatient scheduled medical examinations for children and adolescents (ages 0-18) who are the subject of Child Protective Services investigations and/or Law Enforcement investigations (“Referral Sources”) regarding concerns for sexual abuse (“Covered Patients”). The Contractor will provide scheduled follow-up examinations for emergent and urgent examinations for Covered Patients whereby every effort has been made by referral sources to secure emergent or urgent care.

TARGET

Those served shall include potential victims of sexual abuse referred as part of a multidisciplinary investigation in Nassau County. This shall be achieved through:

- a. Four on-site clinics each month with up to 6 patients scheduled per clinic (amount will depend on complexity of case issues).
- b. Availability during regular business hours for patients to be seen at WIHD’s Valhalla site for urgent follow-up cases when a clinic is not scheduled in Nassau within an appropriate time frame.¹ An example of this would be a child seen at an emergency department the night prior with a perceived genital injury needing expert confirmation and follow-up.

SERVICES

The Contractor shall provide the following Services:

Medical Examinations/Assessments:

Medical providers for the Contractor will:

- Maintain credentials (practice privileges) at Westchester Institute for Human Development (WIHD).
- Engage in ongoing peer review and supervision by a board-certified Child Abuse Pediatrician (Medical Doctor of the Child Abuse Pediatrics program or her designee).
- Be licensed within the appropriate discipline (MD, DO, NP) to practice in New York State.
- Successfully complete:
 1. The New York Medical College Collaborative Practice Program in Child Abuse Pediatrics
 2. The Child Abuse Medical Providers Network training and mentorship or an ACGME accredited Child Abuse Pediatrics fellowship.

Specific Responsibilities for Contractor include:

1. Initial Sexual Abuse Evaluations and/or Follow-up Examinations –
 - a. Obtain medical consents from parents and/or legal guardians;
 - b. Conduct intake (document information already gathered by a designated representative for all Referral Sources);
 - c. Arrange for specimen storage and/or pickup;

¹ <http://www.childabusemd.com/triage/triage-level-care.shtml>

- d. Conduct sexual abuse medical evaluations at a site in Nassau County where Contractor performs Services or at WIHD in Valhalla, NY during regular business hours;
 - e. Refer Covered Patients to a primary care provider of their choice for appropriate laboratory follow-up;
 - f. Conduct family or patient session as appropriate for discussion of medical findings and medical plan;
 - g. Generate a medical report;
 - h. Interpret evaluation for appropriate agencies when appropriate via telephone or in-person meetings with:
 - a. CPS
 - b. Law Enforcement
 - c. District Attorney
 - d. County Attorney
2. Court Testimony:
- a. Provide a qualified medical provider to testify on the above Covered Patient assessments. The provider/expert will be determined on a case by case basis by the Contractor depending on the specific case circumstances.
3. Multi-Disciplinary Team (MDT) Participation:
- a. The Contractor shall participate in person or via telephone in Nassau County MDT meetings for cases evaluated by Contractor. The Contractor will not provide education, opinions, or input on cases that have not been evaluated by Contractor.
4. Review of up to 12 cases already completed for purposes of peer review/second opinion and testimony on up to 3 cases if applicable.

The County Shall:

- a. Provide an appropriately equipped examination room established for this purpose at the Nassau County Child Advocacy Center (NC CAC);
- b. Facilitate and host one session per year for hospital leadership at each Nassau County facility that will include nursing leadership, emergency department leadership and pediatrics leadership;
- c. Provide organized and coordinated intake information for the medical provider in advance of the assessment and schedule appointments in open slots;
- d. Be available during the assessment should questions/issues arise requiring input/assistance;
- e. Make every effort possible to accommodate schedules of provider/experts for court testimony;
- f. Encourage and assist a patient/family to have an evaluation at WIHD/Valhalla if there is no medical clinic scheduled and there is a need for follow-up. An example of this would be a patient seen the evening prior at a Nassau County ED with a potential genital injury;
- g. Provide a secure and functional internet connection for Contractor to secure/install necessary HIPAA compliant privacy systems: (1) A secure internet portal for image transmission or securing the ability to open Contractor files through Contractor's secure portal; and (2) a secured computer system that has encryption capability so that the transmitted photographs and medical records are protected; Conduct reminder calls for scheduled patients the day before the assessment;
- h. Provide mental health support for crisis intervention as needed during assessments.

Exclusions:

For the purposes of clarity, the following fall outside of the scope of this Agreement:

1. Emergent evaluations²
2. Chart review of cases already conducted in Nassau County requiring no medical follow-up
3. Physical abuse and neglect assessments
4. After hours triage guidance on emergency evaluations

The Contractor shall not consult or advise on transfer or referral issues, as the Contractor is not a participant in decisions made by treating physicians regarding the potential or ultimate transfer of Covered Patients. Treating physicians follow appropriate regulatory guidelines that would not include the input/participation of professionals from the Contractor. The Contractor will not accept referrals from any source aside from Referral Sources nor will County provide WIHD's information to any family/patient/medical provider outside the pathway for Referral Procedures (outlined below).

Additional Information:

1. The Contractor shall not provide images of child/adolescent genitals to Referral Sources without a protective order from the court;
2. All medical records including photographs are the property of the Contractor and shall be stored in accordance with Contractor policies and procedures and applicable law;
3. The Contractor reserves the right in accordance with HIPAA, to redact information deemed by the provider to be confidential or harmful to the patients' health. An example of this would be a teenager who is found to be pregnant whereby the issues fall outside the scope of the reason for referral and have no forensic relevancy;
4. This Agreement is covering Contractor's staff time for the performance of examinations, travel, testimony, and MDT participation. Ancillary medical services and laboratory fees will be billed by and payable to the Contractor through the New York State Office of Victims Services. Contractor will communicate directly with such Office for payment. The County shall have no liability for such payment.
5. The contractor may adjust clinic times to be physically present at MDT and offer evening hours to patients. For example, the provider may attend MDT, and then start clinic at 12:30 with openings for 6 patients through early evening.

Referral Procedures

The Nassau County designee shall be an employee of an investigative MDT agency (CPS, law enforcement, District Attorney or County Attorney) ("County Designee") and shall provide and coordinate the referral information. Non-investigative MDT members (mental health, victim advocacy, or NC CAC staff) are not appropriate referral sources and shall not be involved in the communication of case information with the Contractor for purposes of medical diagnosis and treatment assessments. The County Designee shall email the Contractor to generate a referral with the information listed below:

Note, it is the responsibility of the County Designee to gather and document the information below in a cohesive manner, and all emails will be included in Contractor's medical record:

- Patient name and DOB;
- Parent name and address;
- Individual authorized to provide medical consent, to the extent known at the time of

² <http://www.childabusemd.com/triage/triage-level-care.shtml>

- referral;
- Current location of child (home, foster care, specific hospital);
 - Basis of concern for abuse;
 - Copy of SCR report where applicable;
 - Copy of law enforcement reports where applicable;
 - Presence of any mental health or developmental issues that may impact the physician's determination of a patient's capacity to consent, to the extent known at the time of referral;
 - Email and phone of DSS, law enforcement and other MDT members involved;
 - The name, address, phone, and email address of the individual(s) to whom the written report must be sent.

The County Designee shall be appropriately trained and supervised by the County to understand state and federal confidentiality laws, including but not limited to HIPAA, and that all emails, calls, and case information relayed to the Contractor becomes part of the confidential medical record. All investigative agencies will also be aware and trained as to the referral procedure to avoid duplication of intake information.

Once a referral is received, covering medical staff shall provide a mutually convenient time for the medical assessment to take place. A representative from the Nassau County MDT will be available on site at the NC CAC for assistance in the non-medical aspects of the evaluation (watching siblings if parents needed alone for discussion, assisting with photocopying, etc.) The County shall coordinate any involvement of law enforcement, District Attorney, or other agencies involved in the case and will inform team members about this Agreement.

**APPENDIX B
BUDGET**

<u>MONTHLY AMOUNT</u>	\$10,417.00
TOTAL AMOUNT (for contract term of 18 months)	\$187,506.00

In addition to the flat monthly fee above, for an eighteen (18) month total maximum amount of One hundred eighty-seven thousand five hundred six and 00/100 dollars (\$187,506.00), the County shall pay the Contractor for any legal fees that it incurs relevant to the services in excess of \$5,000.00 up to \$20,000.00/year.

SERVICES

Payment will cover all Services provided under this Agreement, including but not limited to the following services provided on an as needed basis to an indeterminate number of patients depending on referrals:

- Four on-site clinics each month with up to 6 patients scheduled per clinic
- Initial/Follow-up sexual abuse examinations by an appropriately licensed medical provider for the purpose of medical diagnosis and treatment for patients with concerns for sexual abuse/assault
- Court Testimony as needed relevant to cases seen for sexual abuse assessments under this contract
- Travel to and from court proceedings
- Ongoing Multi-Disciplinary Team participation for case evaluations conducted by WIHD

Referring Agencies:

Nassau County District Attorney

Nassau County Attorney

Nassau County Department of Social Services Child Protective Services

Nassau County Police Department

Any city or village police department in Nassau County

New York State Police

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBES") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBES and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the

Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties

imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The Contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

{Remainder of Page Intentionally Left Blank}

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

SUSAN W. FOX (Name)

325 Cedarwood HALL VALHALLA, NY 10595 (Address)

914-493-8204 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

8/31/2020
Dated

Susan W. Fox
Signature of Chief Executive Officer

Susan W. Fox

Name of Chief Executive Officer

Sworn to before me this

31ST day of AUGUST, 2020
Donna Lombardi
Notary Public

DONNA LOMBARDI
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01LO6209620
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES 07-27-2021

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) Westchester Institute for Human Development 20 Plaza West, Cedarwood Hall Valhalla, NY 10595</p> <p>Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 20-0738248</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County of Nassau 1550 Franklin Avenue Mineola, NY 11501</p>	<p>3a. Name of Insurance Carrier First Reliance Standard Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL251988</p> <p>3c. Policy effective period <u>12/22/2014</u> to <u>12/22/2020</u></p>

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.
 B. Disability benefits only.
 C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 01/17/2020 By Patti Gerlach
Digitally signed by Patti Gerlach
 DN: cn=Patti Gerlach, o, ou,
 email=patti.gerlach@rsl.com, c=US
 Date: 2017.12.04 10:44:05 -0500
 (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 267-256-3625 Name and Title Patti Gerlach, Lead Compliance Specialist

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.