

Robert P. Astorino  
County Executive

Department of Social Services

Kevin McGuire  
Commissioner

**31556**

DATE: December 20, 2012

TO: Board of Acquisition & Contract

FROM: Kevin McGuire, Commissioner  
Department of Social Services

RE: Authority for the County of Westchester (the "County"), acting by and through its Department of Social Services (the "Department"), to enter into a bailment agreement with the New York State Office of Children and Family Services ("OCFS") pursuant to which OCFS will, at no cost to the County, provide and install certain video-teleconferencing equipment at a mutually agreed-upon Department site, in order to facilitate and expedite the conduct of administrative hearings in response to requests for expungement and/or legal sealing of indicated reports of child abuse and maltreatment, for a term commencing upon execution and remaining in full force and effect until terminated by either OCFS or the County

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The County, acting by and through the Department, seeks authority from your Honorable Board to enter into a bailment agreement with OCFS (hereinafter the "Agreement") pursuant to which OCFS will, at no cost to the County, provide and install certain video-teleconferencing equipment (the "Equipment") at a mutually agreed-upon Department site, in order to facilitate and expedite the conduct of administrative hearings in response to requests for expungement and/or legal sealing of indicated reports of child abuse and maltreatment, for a term commencing upon execution and remaining in full force and effect until terminated by either OCFS or the County.

As your Honorable Board may know, OCFS must conduct administrative hearings in response to requests for expungement and/or legal sealing of indicated reports of child abuse and maltreatment within certain timeframes. OCFS will provide and install the Equipment at no cost to the County. The use of video-teleconferencing will help the Department to facilitate and expedite the conduct of such hearings, as well as conserve both OCFS and Department resources. Upon termination of the Agreement by OCFS, the Department will be required to return all Equipment installed to OCFS.

It should be noted that pursuant to the terms of the proposed Agreement, the County will be required to hold OCFS harmless from any claim, demand or cause of action for damages or injury to any person or entity based on any latent or patent defect in the Equipment. In addition, the County will be required to assume all financial liability in the event of Equipment damage, loss or theft. The County must further agree to be responsible for any loss or damage to the

Equipment, whether or not such loss or damage results from its fault or negligence or that of its employees, or whether such loss or damage occurs through theft or intentional acts of its employees or third parties. In the event of loss or damage to any item, the County will be required to pay OCFS the full replacement cost (as at time of loss or damage) of any such item.

The Agreement is exempt from the County Procurement Policy pursuant to section 3(a)iii, which exempts "transactions or contracts with . . . any State, and any political subdivision, agency or instrumentality thereof."

The Agreement will serve a public purpose by making it possible to conduct administrative hearings in response to requests for expungement and/or legal sealing of indicated reports of child abuse and maltreatment.

The goals and objectives of the Agreement are conducting these hearings through the installation of video-conferencing equipment made possible through a Bailment agreement between the New York State Office of Children and Family Services and the Westchester County Department of Social Services.

The goals and objectives are in the best interests of the County because they will facilitate these mandated hearings, save time and resources and ensure that the hearings will take place within the allotted timeframes.

The goals and objectives will be tracked and monitored pursuant to the performance measurement indicators developed by the Department and approved by the County's Budget Office.

An appropriate resolution is herewith attached for your Honorable Board's consideration.

KM/PH/jpg  
Att.

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/17/2013 - JONNY VEIRI - SECRETARY

**R E S O L U T I O N**

**UPON A COMMUNICATION FROM THE COMMISSIONER, WESTCHESTER COUNTY DEPARTMENT OF SOCIAL SERVICES, BE IT HEREBY:**

**RESOLVED,** that the County of Westchester (the "County"), acting by and through its Department of Social Services (the "Department"), is hereby authorized to enter into a bailment agreement with the New York State Office of Children and Family Services ("OCFS") pursuant to which OCFS will, at no cost to the County, provide and install certain video-teleconferencing equipment (the "Equipment") at a mutually agreed-upon Department site, in order to facilitate and expedite the conduct of administrative hearings in response to requests for expungement and/or legal sealing of indicated reports of child abuse and maltreatment, for a term commencing upon execution and remaining in full force and effect until terminated by either OCFS or the County; and be it further

**RESOLVED,** that upon termination of the Agreement by either OCFS or the County, the Department will be required to return all Equipment installed to OCFS; and be it further

**RESOLVED,** that pursuant to the terms of the proposed Agreement, the County will be required to hold OCFS harmless from any claim, demand or cause of action for damages or injury to any person or entity based on any latent or patent defect in the Equipment. In addition, the County will be required to assume all financial liability in the event of Equipment damage, loss or theft. The County will further agree to be responsible for any loss or damage to the Equipment, whether or not such loss or damage results from its fault or negligence or that of its employees, or whether such loss or damage occurs through theft or intentional acts of its employees or third parties. In the event of loss or damage to any item, the County will be required to pay OCFS the full replacement cost (as at time of loss or damage) of any such item; and be it further

**RESOLVED,** that the County Executive or his duly authorized designee be, and hereby is, authorized to take such actions and execute such documents as may be necessary and appropriate to effectuate the purposes hereof.

Agreement #  
Account to be  
Charged/Credited

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
	N/A	N/A	N/A	N/A	N/A	N/A

Budget Funding Year(s) 2012 Start Date N/A End Date N/A  
(must match resolution)

Funding Source

Tax Dollars N/A

State Aid N/A

**\$ N/A**

Federal Aid N/A

(must match resolution)

Other \_\_\_\_\_