



Robert P. Astorino  
County Executive

Department of Social Services

Kevin M. McGuire  
Commissioner

**45592**

DATE: March 24, 2015

TO: Honorable Members of the Board of Acquisition and Contract

FROM: Kevin M. McGuire  
Commissioner, Department of Social Services

SUBJECT: Authority for the County of Westchester, by and through its Department of Social Services to enter into an agreement with Experian Information Solutions, Inc. for the provision of consumer credit reports in an amount not to exceed \$20,000 for the period January 1, 2015 through December 31, 2015 payable according to a fixed price schedule

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Authority is requested for the County of Westchester (the "County"), acting by and through its Department of Social Services (the "Department"), to enter into an agreement with Experian Information Solutions, Inc. ("Experian") for the provision of consumer credit reports to assist the Department's Office of Program Integrity with its recovery of overpayments, the prevention, detection and reporting of fraud and ensuring the integrity of public assistance caseload and the correctness of public assistance eligibility in an amount not to exceed \$20,000 for the period January 1, 2015 through December 31, 2015 payable according to a fixed price schedule (the "Agreement").

In order to enter into the Agreement, Experian has requested that the County "indemnify, defend and hold harmless Experian from and against any and all claims and expenses, including reasonable attorney fees, which may be asserted against or incurred by Experian, based upon the use by County of the Services or other information furnished by Experian for purposes not permitted by law."

The proposed Agreement with Experian is necessary so that the County can comply with

New York State legislation that charges the County with the responsibility for recovery of overpayments, the prevention, detection and reporting of fraud, and ensuring the integrity of the public assistance caseload and the correctness of public assistance eligibility.

The proposed Agreement will serve a public purpose by providing the County with assistance in preventing overpayments and fraud; and in ensuring the integrity of the public assistance program.

The goals and objectives of the proposed Agreement shall be to provide the County with assistance in its recovery of overpayments, the prevention, detection and reporting of fraud, and ensuring the integrity of the public assistance caseload and the correctness of public assistance eligibility.

The goals and objectives of the proposed Agreement are in the County's best interest regarding fiscal responsibility so that only those eligible to receive public assistance are receiving this assistance and that the proper amounts are paid to those who are eligible.

The goals and objectives of the proposed Agreement shall be tracked and monitored by the Department.

In order to comply with the County Procurement Policy, the Department solicited price quotations from three service providers: Experian, Equifax and Transunion, with Experian providing the lowest price quotation.

Accordingly, I most respectfully recommend the adoption of the annexed Resolution.

KMM/tac

## RESOLUTION

Upon a communication from the Commissioner 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 an agreement with Experian Information Solutions, Inc. (“Experian”), for the provision of consumer credit reports to assist the Department’s Office of Program Integrity with its recovery of overpayments, the prevention, detection and reporting of fraud, and ensuring the integrity of the public assistance caseload and the correctness of public assistance eligibility for the term commencing January 1, 2015 and continuing through December 31, 2015 in an amount not to exceed \$20,000; and be it further

**RESOLVED**, that pursuant to the Agreement, the County shall “indemnify, defend and hold Experian harmless from and against any and all claims and expenses, including reasonable attorney fees, which may be asserted or incurred by Experian, based upon the use by the County of the Services or other information furnished by Experian for purposes not permitted by law”; and be it further

**RESOLVED**, that this Agreement is subject to County appropriations; and be it further

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

**RESOLVED**, that the County Executive or his duly authorized designee is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

Account to be  
Charged/Credited

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2015	101	22	4000	4420	-----	\$20,000

Budget Funding Year(s): 2015  
(must match resolution)

Start Date: 01/01/15

End Date: 12/31/15

Funding Source

Tax Dollars: 61%

State Aid: 0%

Federal Aid: 39%

Other:

**\$20,000**

(must match resolution)

APPROVED BOARD OF ACQUISITION & CONTRACTS - JOMARY VIEIRA, SECRETARY