



**Office of the District Attorney  
County of Westchester**

**MEMORANDUM**

**61119**

January 25, 2018

TO: HONORABLE MEMBERS BOARD OF  
ACQUISITION AND CONTRACT

FROM: ANTHONY A. SCARPINO, JR.  
DISTRICT ATTORNEY

RE: **AUTHORITY FOR THE COUNTY OF WESTCHESTER TO AMEND AN AGREEMENT WITH THE WESTCHESTER INSTITUTE FOR HUMAN DEVELOPMENT FOR THE OPERATION OF THE MULTIDISCIPLINARY TEAM AND CHILD ADVOCACY CENTER (CAC) GRANT PROGRAM FOR THE PERIOD FROM FEBRUARY 1, 2017 THROUGH JANUARY 31, 2018, IN AN AMOUNT NOT-TO-EXCEED \$44,146, BY CHANGING THE FULL TIME EQUIVALENT AND SALARY AND FRINGE FOR BOTH THE CAC DIRECTOR AND THE FORENSIC INTERVIEWER, EFFECTIVE DECEMBER 14, 2017.**

By resolution approved on August 24, 2017, your Honorable Board authorized the County of Westchester (the "County") to 1) enter into an agreement with the New York State Office of Children and Family Services ("OCFS") to accept a grant in an amount not to exceed \$188,321 in state funds for the District Attorney's Office to operate the Multidisciplinary Team and Child Advocacy Center Grant Program (the "Grant") for the period from February 1, 2017 through January 31, 2018; and 2) contract with Westchester Jewish Community Services, Inc. ("WJCS") in an amount not-to-exceed \$24,661, and with the Westchester Institute for Human Development ("WIHD") in an amount not-to-exceed \$44,146, pursuant to approved budgets, for purpose of providing staff and programmatic oversight to the Child Advocacy Center ("CAC") at WIHD for the period from February 1, 2017 through January 31, 2018 (hereinafter collectively the "Agreements"). The Agreements were subsequently executed.

We were recently informed by WIHD that due to staffing changes, it became necessary for WIHD to reallocate the remaining Grant funding to new staff effective December 14, 2017. This has resulted in changes to the line item budget for both the CAC Director and the Forensic Interviewer. Thus, effective December 14, 2017, the time of the FTE of the CAC Director will increase from 2.5% to 9.25%. Similarly, the time of the FTE of the Forensic Interviewer will increase from 50% to 60%. This will result in corresponding changes to the salary and fringe for both positions as follows: The salary and fringe for the CAC Director will change from \$2,842 (salary) and \$455 (fringe) for the full contract term, to \$3,000 (salary) and \$600 (fringe) for the period from February 1, 2017 through December 13, 2017 and \$1,000 (salary) and \$200 (fringe) for the period from December 14, 2017 through January 31, 2018. Similarly, the salary and fringe for the Forensic Interviewer will change from \$29,200 (salary) and \$11,649 (fringe) for the full contract term, to \$26,500 (salary) and \$8,300 (fringe) for the period from February 1, 2017 through December 13, 2017 and \$3,500 (salary) and \$1,046 (fringe) for the period from December 14, 2017 through January 31, 2018.

Accordingly, authority is respectfully requested to amend the agreement with WIHD for the operation of the Multidisciplinary Team and Child Advocacy Center Grant Program for the period from February 1, 2017 through January 31, 2018 in an amount not-to-exceed \$44,146, by changing the time of the FTE as well as the salary and fringe for both the CAC Director and Forensic Interviewer as follows:

**Original Salary and Fringe**

	FTE 2/1/17 – 1/31/18	Salary & Fringe 2/1/17 – 1/31/18
CAC Director	2.5%	\$2,842/\$455
Forensic Interviewer	50%	\$29,200/\$11,649

**Revised Salary and Fringe**

	FTE 2/1/17 – 12/13/17	FTE 12/14/17 – 1/31/18	Salary & Fringe 2/1/17 – 12/13/17	Salary & Fringe 12/14/17 – 1/31/18
CAC Director	2.5%	9.25%	\$3,000/\$600	\$1,000/\$200
Forensic Interviewer	50%	60%	\$26,500/\$8,300	\$3,500/\$1,046

Except as specifically amended hereby, all remaining terms and conditions of the Agreement with WIHD shall remain in full force and effect.

The goals and objectives of the Agreement with WIHD is to prevent duplication of interviews, increase the use of the Children’s Advocacy Center by law enforcement, enhance prosecution by the immediate collection of evidence and help the establishment of state approved protocols for Westchester’s MDT/CAC.

The goals and objectives are in the best interest of the County in terms of public safety by promoting the health, safety and welfare of children who have been the victims of abuse or are suspected of being victims of abuse by enabling the County to increase the use of the CAC, limit the number of child interviews, encourage sound forensic interviews and investigations, and assist the County in State approval of the Multidisciplinary Team.

The goals and objectives will be monitored by the Office of the District Attorney and quarterly progress reports are submitted to the OCFS for their review and approval.

Because the Agreement with OCFS is for the acceptance of grant funds, it does not constitute a procurement and, as such, is not subject to the Westchester County Procurement Policy.

The agreement with WIHD is exempt from the Procurement Policy pursuant to Sections 3(a)(viii) and 3(a)(xviii) thereof.

Accordingly, approval of the attached resolution is most respectfully requested.

AAS/SV/jpg

**RESOLUTION**

Upon communication from Anthony A. Scarpino, Jr., District Attorney, be it hereby,

**RESOLVED**, that the County of Westchester is authorized to amend an agreement with the Westchester Institute for Human Development (“WIHD”) to operate the Multidisciplinary Team and Child Advocacy Center (“CAC”) Grant Program for the period from February 1, 2017 through January 31, 2018 in an amount not-to-exceed \$44,146, pursuant to an approved budget (the “Agreement”), by changing the full time equivalent (“FTE”) as well as the salary and fringe for both the CAC Director and Forensic Interviewer, effective December 14, 2017, as follows:

**Original Salary and Fringe**

	FTE 2/1/17 – 1/31/18	Salary & Fringe 2/1/17 – 1/31/18
CAC Director	2.5%	\$2,842/\$455
Forensic Interviewer	50%	\$29,200/\$11,649

**Revised Salary and Fringe**

	FTE 2/1/17 – 12/13/17	FTE 12/14/17 – 1/31/18	Salary & Fringe 2/1/17 – 12/13/17	Salary & Fringe 12/14/17 – 1/31/18
CAC Director	2.5%	9.25%	\$3,000/\$600	\$1,000/\$200
Forensic Interviewer	50%	60%	\$26,500/\$8,300	\$3,500/\$1,046

; and be it further

**RESOLVED**, that except as specifically amended hereby, all remaining terms and conditions of the Agreement shall remain in full force and effect; and be it further

**RESOLVED**, that the District Attorney or his duly authorized designee is hereby empowered to execute any and all documents necessary to accomplish the purposes of this resolution.

Account to be charged

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

(must match resolution)