



Kenneth W. Jenkins
County Executive

Department of Social Services

Leonard G. Townes
Commissioner

114147

DATE: August 4, 2026

TO: Board of Acquisition and Contract

FROM: Leonard G. Townes
Commissioner, Department of Social Services

SUBJECT: Authority to, 1.) enter into an agreement with LexisNexis Risk Solutions FL Inc., pursuant to which it will provide the County with data solutions for comprehensive background screenings of applicants for, and recipients of, various social service programs, for an amount not-to-exceed \$65,700.00, for the period from June 1, 2026 through May 31, 2029, with the County having the sole option to extend the term of the agreement for up to two (2) additional one (1) year periods thereafter, and 2.) enter into such agreements with LexisNexis Risk Solutions FL Inc.'s 'affiliates' as it may require as part of its provision of the services.

On April 21, 2026, the County of Westchester (the "County"), acting by and through its Department of Social Services ("DSS"), and in accordance with Sections 6 and 11 of the Westchester County Procurement Policy and Procedures, issued a request for proposals (the "RFP") that solicited proposals from vendors to provide the County with data solutions for comprehensive background screenings of applicants for, and recipients of, various social service programs (the "Services").

In response to the RFP, DSS received one (1) proposal. DSS had several individuals review the proposals and evaluate them based upon the evaluation criteria specified in the RFP. The result of that review and evaluation was that the proposal from LexisNexis Risk Solutions FL Inc. ("Lexis") received the highest score and was, accordingly, ranked first. DSS conducted an analysis of the proposed fees for the proposed Agreement and found that they are reasonable. Based on DSS's review of the proposal from Lexis, and Lexis's performance under previous contracts with the County, DSS is satisfied that it is a responsible vendor for these services.

Accordingly, authority is requested for the County to, 1.) enter into an agreement (the "Agreement") with Lexis, pursuant to which Lexis will provide the Services, for an

amount not-to-exceed \$65,700.00, payable at a rate of \$1,825.00 per month, for the period from June 1, 2026 through May 31, 2029 (the "Initial Term"), with the County having the sole option to extend the term of the agreement for up to two (2) additional one (1) year periods thereafter on the same terms and conditions as the Initial Term, including the rate of \$1,825.00 per month for the Services, (each an "Option Term") which would cause the total not-to-exceed amount for each Option Term to be \$21,900.00, and 2.) enter into such agreements, whether subsumed within the Agreement or otherwise, with Lexis 'affiliates' (the "Additional Agreements"), possibly including, but not necessarily limited to, LexisNexis Risk Solutions Inc., as may be required by Lexis as part of its provision of the Services (the Agreement and the Additional Agreements, collectively, being the "Overall Agreement"; DSS7015-26).

Lexis is requiring the County to include, in the various parts of the Overall Agreement, the following contractual protections for Lexis and/or its 'affiliates', as well as one provider of data that may be accessed by the County as part of its use of the Services (the "Protective Clauses"):

- 1.) "To the extent permitted under applicable law, Customer¹ shall remain solely liable for all costs associated therewith² and shall further reimburse LN³ for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs⁴ and/or the LN Services⁵, or any actions required as a result thereof."
- 2.) "To the extent permitted under applicable law, Customer shall remain solely liable for claims that may arise from a Security Event⁶, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event."

¹ In this context, the "Customer" is the County.

² This references the following type of situation: "...if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein."

³ In this context, "LN" is defined as LexisNexis Risk Solutions FL Inc. "and each of its respective Affiliates who provide" certain data products, data applications and other related services to the County.

⁴ In this context, "User IDs" means "user identification numbers, and related passwords, or other security measures".

⁵ In this context, "LN Services" means "certain data products, data applications and other related services" that are being provided to the County

⁶ In this context, a "Security Event" means "unauthorized acquisition or access of or to such personally identifiable information [including, but not limited to, social security numbers, driver's license numbers or dates of birth], including but not limited to that which is due to use by an unauthorized person or due to unauthorized use".

- 3.) "To the extent permitted by applicable law, Customer hereby agrees to protect, indemnify, defend, and hold harmless LN from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to any third-party claim based upon (a) use of information received by Customer (or any third-party receiving such information from or through Customer) furnished by or through LN; (b) breach of any terms, conditions, representations or certifications in [the portion of the Overall Agreement identified by LexisNexis as its 'Master Terms']; and (c) any Security Event."
- 4.) "You⁷ agree to indemnify, defend and hold Provider⁸, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to this Web Site⁹ harmless from and against all claims, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of [the portion of the Overall Agreement identified by LexisNexis as its 'Terms and Conditions of Use for this Web Site] by you or arising from or related to any Postings¹⁰ uploaded or submitted by you."
- 5.) "You¹¹ agree to indemnify, defend, and hold LN¹² harmless for all third-party claims, damages, costs, fines and expenses that LN may incur as a result of any content uploaded by you to the Online Services¹³, excluding LN Materials¹⁴."
- 6.) "[Y]ou¹⁵ will be solely liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User

⁷ In this context, "You" means the County.

⁸ In this context, "Provider" means "LexisNexis Risk Solutions or its affiliates".

⁹ In this context, "Web Site" means the Lexis Nexis Risk Solutions "web site, including all of its features and content".

¹⁰ In this context, "Postings" means "any ideas, expression of ideas, text, graphics, messages, blogs, links, data, information and other materials you submit".

¹¹ In this context, "You" means the County.

¹² In this context, "LN" means Lexis "and its Affiliates".

¹³ In this context, "Online Services" means the online services provided by Lexis.

¹⁴ In this context, "Materials" means the materials available within the Online Services.

¹⁵ In this context, "You" means the County.

and you will indemnify LN for any third-party claims directed against LN that arise from the Security Event¹⁶.”

7.) For data provided by Dun & Bradstreet, Inc. (“D&B”): “You¹⁷ agree to indemnify, defend and hold harmless D&B from any claim or cause of action against D&B arising out of, or relating to, the use of the Information¹⁸ by individuals or entities which have not been authorized to have access to and/or use the Information.” And: “CUSTOMER¹⁹ WILL INDEMNIFY AND HOLD HARMLESS LEXISNEXIS²⁰ AND D&B AND THEIR AFFILIATED PERSONS AND ENTITIES²¹ FROM AN AGAINST ANY DIRECT AND ACTUAL LOSS, COST, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM CUSTOMER’S USE OF THE D&B SCORE PRODUCTS²² AND D&B DATA OR BREACH OF THE AGREEMENT.”

8.) For data provided from the Limited Access Death Master File (“DMF”) maintained by the National Technical Information Service (“NTIS”) of the United States Department of Commerce: “Licensee²³ shall indemnify and hold harmless NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Licensee’s, Licensee’s employees’, contractors, subcontractors, or Licensee’s customers’ use of the Limited Access DMF. This provision will survive termination of this Agreement and will include any and all claims or liability arising from intellectual property rights.”

¹⁶ In this context, a “Security Event” is when the County, or any of its Authorized Users (as defined above), or any person the County or its Authorized Users permits to use the LexisNexis’s online services or who gains access through an Authorized User’s failure to properly secure his or her LN ID or computer, accesses or uses the online services and the materials available therein that are subject to either a variety of privacy, data protection, and other laws in a variety of jurisdictions or the licenses under which LexisNexis obtains such materials, in an unauthorized manner.

¹⁷ In this context, “You” means the County.

¹⁸ In this context, “Information” means data provided by D&B.

¹⁹ In this context, “CUSTOMER” means the County.

²⁰ In this context, “LEXISNEXIS” means LexisNexis Risk Solutions Inc.

²¹ In this context, “AFFILIATED PERSONS AND ENTITIES” means LEXISNEXIS, D&B, and any of their directors, officers, agents, employees, contractors, licensors or affiliated companies”

²² In this context, “SCORE PRODUCTS” means “the scores sourced by D&B”.

²³ In this context, “Licensee” means the County.

9.) Also concerning the DMF: "To the extent not prohibited by law, Recipient²⁴ shall indemnify and hold harmless LN²⁵ and NTIS and the [United States] Department of Commerce from all claims, liability, demands, damages, expenses, and losses arising from or in connection with Recipient's, Recipient's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights."

Accordingly, the County requests, as part of its above-described request for authority to enter into the Overall Agreement, specific authorization to agree to the inclusion of the Protective Clauses.

As the applicable contractual clauses may vary over the term of the proposed Overall Agreement, based upon the data available and accessed, the County also requests, as part of its above-described request for authority to enter into the Overall Agreement, authority from your Honorable Board to agree to any similar clauses imposing upon the County comparable obligations or liability concerning access to certain information that is made available to the County as part of the Services.

The proposed Overall Agreement will serve a public purpose by enabling the County to receive the Services, which will provide assistance in the detection and prevention of fraud in various public programs.

The goal and objective of the proposed Overall Agreement is to enable the County to receive the Services, which will provide assistance in the detection and prevention of fraud in various public programs.

The goal and objective of the proposed Overall Agreement is in the best interests of the County in terms of fiscal responsibility, as the County receiving the Services will ensure that the County has access to useful tools designed to help reduce fraud and waste in various public programs.

The goal and objective of the proposed Overall Agreement will be tracked and monitored by the staff of the Department of Social Services.

I respectfully recommend the adoption of the attached resolution.

LGT/BG/bdm/nn

²⁴ In this context, "Recipient" means the County.

²⁵ In this context, "LN" means Lexis.

RESOLUTION

Upon a communication from the Commissioner of Social Services, be it hereby:

RESOLVED, that the County of Westchester (the "County") is hereby authorized to, 1.) enter into an agreement (the "Agreement") with LexisNexis Risk Solutions FL Inc. ("Lexis"), pursuant to which Lexis will provide the County with data solutions for comprehensive background screenings of applicants for, and recipients of, various social service programs (the "Services"), for an amount not-to-exceed \$65,700.00, payable at a rate of \$1,825.00 per month, for the period from June 1, 2026 through May 31, 2029 (the "Initial Term"), with the County having the sole option to extend the term of the agreement for up to two (2) additional one (1) year periods thereafter on the same terms and conditions as the Initial Term, including the rate of \$1,825.00 per month for the Services, (each an "Option Term") which would cause the total not-to-exceed amount for each Option Term to be \$21,900.00, and 2.) enter into such agreements, whether subsumed within the Agreement or otherwise, with Lexis 'affiliates' (the "Additional Agreements"), possibly including, but not necessarily limited to, LexisNexis Risk Solutions Inc., as may be required by LexisNexis as part of its provision of the Services (the Agreement and the Additional Agreements, collectively, being the "Overall Agreement"; DSS7015-26); and be it further

RESOLVED, that the County is authorized to agree to the inclusion, in the various parts of the Overall Agreement, the following provisions, and any similar clauses imposing upon the County comparable obligations or liability concerning access to certain information that is made available to the County as part of the Services:

- 1.) "To the extent permitted under applicable law, Customer²⁶ shall remain solely liable for all costs associated therewith²⁷ and shall further reimburse LN²⁸ for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs²⁹ and/or the LN Services³⁰, or any actions required as a result thereof."

²⁶ In this context, the "Customer" is the County.

²⁷ This references the following type of situation: "...if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein."

²⁸ In this context, "LN" is defined as LexisNexis Risk Solutions FL Inc. "and each of its respective Affiliates who provide" certain data products, data applications and other related services to the County.

²⁹ In this context, "User IDs" means "user identification numbers, and related passwords, or other security measures".

³⁰ In this context, "LN Services" means "certain data products, data applications and other related services" that are being provided to the County

- 2.) "To the extent permitted under applicable law, Customer shall remain solely liable for claims that may arise from a Security Event³¹, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event."
- 3.) "To the extent permitted by applicable law, Customer hereby agrees to protect, indemnify, defend, and hold harmless LN from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to any third-party claim based upon (a) use of information received by Customer (or any third-party receiving such information from or through Customer) furnished by or through LN; (b) breach of any terms, conditions, representations or certifications in [the portion of the Overall Agreement identified by LexisNexis as its 'Master Terms']; and (c) any Security Event."
- 4.) "You³² agree to indemnify, defend and hold Provider³³, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to this Web Site³⁴ harmless from and against all claims, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of [the portion of the Overall Agreement identified by LexisNexis as its 'Terms and Conditions of Use for this Web Site'] by you or arising from or related to any Postings³⁵ uploaded or submitted by you."
- 5.) "You³⁶ agree to indemnify, defend, and hold LN³⁷ harmless for all third-party claims, damages, costs, fines and expenses that LN may incur as a result of any content uploaded by you to the Online

³¹ In this context, a "Security Event" means "unauthorized acquisition or access of or to such personally identifiable information [including, but not limited to, social security numbers, driver's license numbers or dates of birth], including but not limited to that which is due to use by an unauthorized person or due to unauthorized use".

³² In this context, "You" means the County.

³³ In this context, "Provider" means "LexisNexis Risk Solutions or its affiliates".

³⁴ In this context, "Web Site" means the Lexis Nexis Risk Solutions "web site, including all of its features and content".

³⁵ In this context, "Postings" means "any ideas, expression of ideas, text, graphics, messages, blogs, links, data, information and other materials you submit".

³⁶ In this context, "You" means the County.

³⁷ In this context, "LN" means Lexis "and its Affiliates".

Services³⁸, excluding LN Materials³⁹.”

6.) “[Y]ou⁴⁰ will be solely liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User and you will indemnify LN for any third-party claims directed against LN that arise from the Security Event⁴¹.”

7.) For data provided by Dun & Bradstreet, Inc. (“D&B”): “You⁴² agree to indemnify, defend and hold harmless D&B from any claim or cause of action against D&B arising out of, or relating to, the use of the Information⁴³ by individuals or entities which have not been authorized to have access to and/or use the Information.” And: “CUSTOMER⁴⁴ WILL INDEMNIFY AND HOLD HARMLESS LEXISNEXIS⁴⁵ AND D&B AND THEIR AFFILIATED PERSONS AND ENTITIES⁴⁶ FROM AN AGAINST ANY DIRECT AND ACTUAL LOSS, COST, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM CUSTOMER’S USE OF THE D&B SCORE PRODUCTS⁴⁷ AND D&B DATA OR BREACH OF THE AGREEMENT.”

8.) For data provided from the Limited Access Death Master File (“DMF”) maintained by the National Technical Information Service (“NTIS”) of the United States Department of Commerce:

³⁸ In this context, “Online Services” means the online services provided by Lexis.

³⁹ In this context, “Materials” means the materials available within the Online Services.

⁴⁰ In this context, “You” means the County.

⁴¹ In this context, a “Security Event” is when the County, or any of its Authorized Users (as defined above), or any person the County or its Authorized Users permits to use the LexisNexis’s online services or who gains access through an Authorized User’s failure to properly secure his or her LN ID or computer, accesses or uses the online services and the materials available therein that are subject to either a variety of privacy, data protection, and other laws in a variety of jurisdictions or the licenses under which LexisNexis obtains such materials, in an unauthorized manner.

⁴² In this context, “You” means the County.

⁴³ In this context, “Information” means data provided by D&B.

⁴⁴ In this context, “CUSTOMER” means the County.

⁴⁵ In this context, “LEXISNEXIS” means LexisNexis Risk Solutions Inc.

⁴⁶ In this context, “AFFILIATED PERSONS AND ENTITIES” means LEXISNEXIS, D&B, and any of their directors, officers, agents, employees, contractors, licensors or affiliated companies”

⁴⁷ In this context, “SCORE PRODUCTS” means “the scores sourced by D&B”.

“Licensee⁴⁸ shall indemnify and hold harmless NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Licensee’s, Licensee’s employees’, contractors, subcontractors, or Licensee’s customers’ use of the Limited Access DMF. This provision will survive termination of this Agreement and will include any and all claims or liability arising from intellectual property rights.”

- 9.) Also concerning the DMF: “To the extent not prohibited by law, Recipient⁴⁹ shall indemnify and hold harmless LN⁵⁰ and NTIS and the [United States] Department of Commerce from all claims, liability, demands, damages, expenses, and losses arising from or in connection with Recipient’s, Recipient’s employees’, contractors’, or subcontractors’ use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.”

; and be it further

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

RESOLVED, that this Overall 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 Overall 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 Overall 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 Overall 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.

⁴⁸ In this context, “Licensee” means the County.

⁴⁹ In this context, “Recipient” means the County.

⁵⁰ In this context, “LN” means Lexis.

1. Account to be Charged/Credited:

Year	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
2026	101	22	4000:4300	4420:10		\$12,775.00
2027	101	22	4000:4300	4420:10		\$21,900.00
2028	101	22	4000:4300	4420:10		\$21,900.00
2029	101	22	4000:4300	4420:10		\$ 9,125.00

2. Budget Funding Year(s): 2026-2029

Start Date: June 1, 2026

End Date: May 31, 2029

(must match resolution)

3. Funding Source:

Federal	49%	CFDA#(s)	N/A		
State	10%	State ID#(s)	N/A		
Operating/ Tax Levy	41%				
Capital	N/A				

4. Total NTE: \$65,700.00

(Must match resolution)