

111297

To: Board of Acquisition and Contract

From: Robin Schlaff
Director, Office for Women

Date: June 11, 2025

Subject: Authority to enter into a 'memorandum of understanding' with several parties, pursuant to which the parties would agree to collaborate on a county-wide lethality reduction program to reduce the risk of lethality or serious harm to victims of domestic violence and their families, with each of the parties serving as a member of the Westchester County Domestic Violence High Risk Team, for a term of June 1, 2025 through May 31, 2030.

Authority is respectfully requested from your Honorable Board for the County of Westchester (the "County") to enter into a 'memorandum of understanding' (the "MOU") with the following parties (collectively, the "Partners"), pursuant to which the Partners would agree to collaborate on a county-wide lethality reduction program to reduce the risk of lethality or serious harm to victims of domestic violence and their families, with each of the Partners serving as a member of the Westchester County Domestic Violence High Risk Team (the "DVHRT"):

- Westchester County Health Care Corporation ("WCHCC")
- Hope's Door, Inc.
- My Sisters' Place, Inc.
- Putnam/Northern Westchester Women's Resource Center, Inc.
- Westchester Community Opportunity Program, Inc.
- Legal Services of the Hudson Valley ("LSHV")
- Pace University

The MOU would have a term of June 1, 2025 through May 31, 2030. In addition to the Office for Women, the County's Department of Probation, Department of Public Safety, and District Attorney's Office would be named as Partners under the MOU, based upon their various areas of jurisdiction and responsibilities. Each of the Partners would have the obligations specified in, and the MOU would otherwise be on the terms specified in, the draft MOU that is attached hereto as Exhibit A.

The proposed MOU will serve a public purpose by serving as part of the County's application to the United States Department of Justice, acting by and through its Office

on Violence Against Women, ("DOJ") for grant funds being made available through DOJ's Grants to Improve the Criminal Justice Response Program (the "Grant Application").

The goal and objective of the proposed MOU is to enable the County to complete the Grant Application.

The goal and objective of the proposed MOU is in the best interests of the County in terms of the public health, safety and general welfare, as the County being able to complete the Grant Application will allow for the possibility of the County being awarded a grant, the funds of which would be used to advance lethality-reduction and the work of the DVHRT.

The goal and objective of the proposed MOU will be tracked and monitored by the Office for Women.

The requirements of the Westchester County Procurement Policy and Procedures do not apply to the MOU, as the MOU does not constitute procurement.

The County can enter into the MOU with all of the Partners except for WCHCC, if the County receives authority to do so from your Honorable Board. However, Section 3307(4) of the New York Public Authorities Law requires the approval of both the County's Board of Legislators (the "BOL") and your Honorable Board for the County to enter into the MOU with WCHCC. Accordingly, any authority granted by your Honorable Board for the County to enter into the MOU with WCHCC will be contingent upon the County also obtaining such authority from the BOL.

I respectfully recommend the adoption of the attached resolution.

RS/SEB/bdm/nn

RESOLUTION

Upon a communication from the Director of the Office for Women, be it hereby:

RESOLVED, that the County of Westchester (the "County") is hereby authorized to enter into a 'memorandum of understanding' (the "MOU") with the following parties (collectively, the "Partners"), pursuant to which the Partners would agree to collaborate on a county-wide lethality reduction program to reduce the risk of lethality or serious harm to victims of domestic violence and their families, with each of the Partners serving as a member of the Westchester County Domestic Violence High Risk Team (the "DVHRT"):

- Westchester County Health Care Corporation ("WCHCC")
- Hope's Door, Inc.
- My Sisters' Place, Inc.
- Putnam/Northern Westchester Women's Resource Center, Inc.
- Westchester Community Opportunity Program, Inc.
- Legal Services of the Hudson Valley ("LSHV")
- Pace University

; and be it further

RESOLVED, that the MOU shall have a term of June 1, 2025 through May 31, 2030; and be it further

RESOLVED, that the County's Office for Women, County's Department of Probation, Department of Public Safety, and District Attorney's Office shall be named as Partners under the MOU, based upon their various areas of jurisdiction and responsibilities; and be it further

RESOLVED, that, each of the Partners will have the obligations specified in, and the MOU will otherwise be on the terms specified in, the draft MOU that is attached hereto as Exhibit A; and be it further

RESOLVED, that the authority for the County to enter into the MOU with WCHCC shall be contingent upon the County also receiving such authorization from the County's Board of Legislators to enter into the MOU with WCHCC; and

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized and empowered to execute any and all documents and take any actions necessary to effectuate the purposes hereof.

Account to be charged/credited:

Fund	Dept	Major Program, Program & Phase, or Unit	Object/ Sub-Object	Trust Account	Dollars	Funding Year(s)
						N/A

Budget Funding Year(s) 2025-2030 Start Date: 06/01/2025 End Date: 05/31/2030
(must match resolution)

N/A

(must match resolution)

Funding Source: Tax Dollars: _____
State Aid: _____
Federal Aid: _____
Other: _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 06/12/2025 - RAYMOND SCULKY, SECRETARY

EXHIBIT A

[ATTACHED, STARTING ON NEXT PAGE]

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APPROVED BOARD OF ACQUISITION & CONTRACT - 06/12/2025 - RAYMOND SCULKY, SECRETARY

— — **DRAFT** — —

**MEMORANDUM OF UNDERSTANDING
WESTCHESTER COUNTY DOMESTIC VIOLENCE HIGH RISK TEAM**

WHEREAS, the County of Westchester, acting by and through its Department of Probation (“Probation”), Department of Public Safety (“DPS”), District Attorney’s Office (“DAO”), and Office for Women (“OFW”); Westchester County Health Care Corporation, as operator of Westchester Medical Center (“WMC”); Hope’s Door, Inc. (“HD”); My Sisters’ Place, Inc. (“MSP”); Putnam/Northern Westchester Women’s Resource Center, Inc. (“PNWWRC”); Westchester Community Opportunity Program, Inc., by and through its Victims Assistance Services Program (“WestCOP”); Legal Services of the Hudson Valley (“LSHV”); and Pace University, acting by and through its Women’s Justice Center (“PWJC”), (each a “Team Member”) known collectively as the Westchester County Domestic Violence High Risk Team (“DVHRT”, or the “Team”), have come together to collaborate on a countywide lethality reduction program (the “Program”) to reduce the risk of lethality or serious harm to victims of domestic violence (“DV”) and their families; and

WHEREAS, the Team has worked together to implement the program to train responding law enforcement officers in the use of the “Jackie Campbell Danger Assessment Tool” for intimate partner violence cases, to immediately connect high risk victims impacted by DV with advocates, and to provide ongoing enhanced safety protocols for victims and their families; and

WHEREAS, the Team share a solid collaborative working together throughout the County to provide comprehensive victim-centered services, community policing strategies and strict enforcement of domestic violence law; and

WHEREAS, the Team herein desires to enter into a Memorandum of Understanding (“MOU”) setting forth each of their roles and responsibilities, communication between the Team and services to be provided; and

WHEREAS, each Team Member has reviewed the budget, is aware of the total amount being requested, and is being equitably compensated for their work under the grant or is agreeing to be partially compensated or receive no compensation from the grant; and

WHEREAS, the Team herein have read and agree with this MOU.

NOW, THEREFORE, it is hereby agreed by and between the Team as follows:

I) HISTORY AND RELATIONSHIP

Westchester County has had a decades-long and unwavering commitment to enhanced public safety through its coordinated community response to domestic violence. In 2017, the County received a small grant from the New York State Office for the Prevention of Domestic Violence to implement a “high risk team” in five northern Westchester communities. The grant ended and the County, realizing the enhanced safety and offender accountability gains through the program, began work with the Team to implement a high risk program county-wide. In 2020, the Team began training law enforcement throughout the County and, even with the onset of COVID-19,

the training continued in person. Training for all 45 police departments was completed in 2023. The program continues to grow and bend, constantly looking at gaps and trends to make sure that we address changing needs.

II) ROLES AND RESPONSIBILITIES

WESTCHESTER COUNTY DEPARTMENT OF PROBATION

Probation has a designated representative who will attend meetings, monitor offenders and communicate with the Team to increase victim safety and outreach services to victims and their families.

WESTCHESTER COUNTY OFFICE FOR WOMEN

OFW will work with each Team Member to collect data and ensure compliance with all roles and responsibilities set forth in this MOU. OFW will also provide direct nonresidential domestic violence services to high risk victims as a Domestic Violence Service Provider (“DVSP”).

OFW has developed a dedicated records management system (“Apricot”) to receive cases submitted by WMC advocates (“LAPline advocates”), which OFW will use as a database of essential case information and provide administrative support for program needs.

OFW facilitates cross-trainings with Team Members and schedules high risk case conferences as appropriate, as well as meetings at which the Team may discuss ongoing cases and overall program progress and issues.

WESTCHESTER MEDICAL CENTER

WMC operates a 24/7 telephone line staffed by dedicated highly-trained LAPline advocates who provide immediate assistance to victims screening in as “high risk” at the scene of a domestic incident. WMC provides ongoing training for LAPline advocates so they can provide the most effective immediate crisis intervention, safety planning and referrals for shelter/emergency housing and other resources as needed. Appropriate supervision and backup is provided so that no call goes unanswered.

Prior to completing a call with a victim, the LAPline advocate asks the victim for permission to provide their contact information and case information to a DVSP and to OFW. During normal business hours, all victim and LAPline call data is entered, reviewed and maintained in Apricot upon completion of the call. After hours, all victim/survivor and LAPline call data is entered, reviewed and maintained in Apricot by the next morning.

In the event a victim presents with injuries and/or sexual abuse, the LAPline advocate makes a referral to WMC’s Forensic Acute Care Team (“FACT”) Program and/or WMC for admission and advises the responding officer of appropriate protocols for transport and care of victim. WMC provides further referrals as needed as part of the FACT Program protocol.

A WMC representative attends DVHRT meetings.

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WESTCHESTER COUNTY DEPARTMENT OF PUBLIC SAFETY

As the only countywide law enforcement response agency, DPS is available to respond to any DV call within Westchester County.

DPS coordinates academy and in-service trainings for new and veteran law enforcement officers in the areas of Program services, risk assessment, trauma-informed investigation, intimate partner violence and criminal law, sexual assault, stalking, and trauma-informed investigations and the procedures to be followed by local law enforcement as part of the Program.

Upon responding to a domestic call, the responding officer conducts the Danger Assessment (lethality screen) and initiates a call to the WMC LAPline for all victims who screen in as high risk.

Each municipal law enforcement agency designates a “DV liaison” to the team who attends meetings.

DOMESTIC VIOLENCE SERVICE PROVIDERS (“DVSPs”):

OFFICE FOR WOMEN, HOPE’S DOOR, INC., MY SISTERS’ PLACE, INC., PUTNAM NORTHERN WESTCHESTER WOMEN’S RESOURCE CENTER, INC., and WESTCHESTER COMMUNITY OPPORTUNITY PROGRAM, INC.

DVSP advocates are trained in “high risk” including the Jackie Campbell risk assessment, safety planning and the procedures of the DVHRT program.

Within 24 hours (or the next business day) of case referral from the WMC LAPline advocate through Apricot, the DVSP advocate will attempt to contact the high risk victim, provide safety planning, explain the benefits of the DVHRT services, and receive consent for Team participation. The DVSP advocate provides ongoing risk assessment and safety planning, advocacy and other victim-centered services and, with the victim’s permission, shares information with the Team to further enhance the victim’s safety. Directly after the first attempt to contact a victim, the DVSPs enter follow-up information into Apricot, including whether the victims consented to be part of the Program. DVSPs also make immediate referrals to other agencies as appropriate to ensure the victim is receiving a full range of the services needed. In the event a victim informs the assigned DVSP that they are working with another DVSP, the LAP screen and other relevant information is emailed to the DVSP working with the victim.

DVSP representative(s) attend DVHRT meetings, request case conferences, and work to continue to develop appropriate strategies to maximize ongoing safety for victims.

As residential service providers, MSP, HD and PNWWRC agree to email information regarding availability of shelter beds to WMC.

LEGAL SERVICES OF THE HUDSON VALLEY and PACE WOMEN’S JUSTICE CENTER

LSHV and PWJC provide designated attorneys to serve as representatives for cross-referrals from all Team Members and attend DVHRT meetings. PWJC shall continue to be a training partner and provide advice to the Team.

WESTCHESTER COUNTY DISTRICT ATTORNEY'S OFFICE

As an integral member of the Team, a representative of the DAO will continue to attend DVHRT meetings, participate in trainings of law enforcement and other service providers, and cross-refer cases when appropriate.

III) CONFIDENTIALITY

The information shared within the DVHRT framework is critical in allowing effective teamwork to ensure appropriate and safe delivery of services. It is understood that DVHRT is bound by the individual agencies' professional, state, and ethical confidentiality obligations, including Violence Against Women Act ("VAWA"), and other professional confidentiality requirements, and that information shared within the team framework must prioritize victim's safety and privacy. Team participants must comply with applicable local, state and federal law(s), rules and regulations regarding confidentiality, and otherwise make diligent efforts to conceal as much personally identifying information as possible, while still addressing the needs of the individuals served and attaining desired outcomes. Each agency will adhere to its own confidentiality obligations and use its own releases when it needs to share information with other DVHRT members. Note: Each agency may secure client permission only for that agency to share information with DVHRT and participating police departments. Each agency will therefore need its own release from the client in order to share information with the other Team Members. The Team Members will refrain from sharing program information outside the spectrum of team program goals.

IV) CONFLICTS

A reliable conflict-checking process helps to avoid issues with potential conflicts of interest. All Team Members must have a written conflict-check protocol which they utilize for incoming DVHRT cases. Notwithstanding the foregoing, a conflict check is not applicable to WMC.

V) TERM

The term of this MOU shall commence on June 1, 2025 (the "Effective Date") and shall continue through May 31, 2030 (the "Term"), unless terminated earlier as hereinafter provided. Any party to this MOU may withdraw at any time, upon thirty (30) days written notice to each of the other parties, and thereafter such withdrawing party shall no longer be a party to this MOU, but this MOU shall continue to exist among the remaining parties.

VI) INSURANCE

Each party, at its sole expense, shall have in effect a lawful program of self-insurance or insurance coverage of such types and in such amounts as are customary for a business of such party's size and financial capacity and performing the obligations of such party hereunder, as well as any other insurance coverage required by law.

VII) MISCELLANEOUS

— — **DRAFT** — —

Counterparts. This MOU may be executed in several counterparts, each of which shall be deemed an original and which shall, together, constitute one and the same MOU.

Agents and Agency. Nothing contained in this MOU shall be construed to create a joint venture, partnership or other similar relationship between the parties. Employees supplied by any party to the performance of this MOU shall not for any purpose be considered employees or agents of any other party. Each party shall be solely responsible for supervision, daily direction and control of its employees in the performance of this MOU.

Choice of Law. This MOU shall be construed in accordance with the laws of the State of New York, regardless of conflict of laws provisions. Only the federal or state courts located in Westchester County, New York shall have jurisdiction to hear any dispute under this MOU. This provision will survive termination or expiration of this MOU.

Entire Agreement/Amendment. This MOU constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all prior or contemporaneous written or oral representations, agreements, negotiations, comments and writings between the parties. Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU, which are mutually agreed upon by and between the parties to this MOU, shall be incorporated in writing and effective when executed by all parties to this MOU.

Authority. Each party represents, covenants and warrants that the person or individual signing this MOU is duly authorized to sign the MOU on behalf of the party and that such authority is in full force and effect at the date set forth below his/her signature hereof.

Copies of Signatures. If electronically scanned signatures are used by a party, that party hereby represents, warrants and affirmatively states that the party will provide the County with an electronically scanned image of its signature page, by electronic mail or facsimile machine, which that party understands and agrees that the County will print and use for execution, and which the parties will thereafter use for all legal purposes for this MOU. Accordingly, that party, as part of the terms of this MOU, hereby waives any and all claims regarding the sufficiency of the signature on this page that it will provide by said electronic means.

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VIII) COMMITMENT TO TEAMWORK

1. The collaboration service area includes Westchester County, New York.
2. The Team agrees to collaborate and provide specialized high risk protocols, including safety planning, legal remedies, law enforcement protection, counseling, shelter services, assistive services and technology, and an array of social services to high risk victims of intimate partner violence and their families.
3. All Team Members will be an integral part of and be trained in the procedures of the Program, and will work collaboratively to best protect victims who are part of the Program.
4. Each Team Member acknowledges that they are individually responsible for securing their own funding for this Program. The Team may work together to secure joint grant or other funding.
5. The roles and responsibilities described above are agreed upon by each Team Member as demonstrated by approval of this MOU.
6. We, the undersigned have read and agree with this MOU. Further, we have reviewed the terms and approve it.

IN WITNESS WHEREOF, the parties have executed this MOU as of the Effective Date.

APPROVED BOARD OF ACQUISITION & CONTRACT - 06/12/2025 - RAYMOND S. GUY, SECRETARY

— — DRAFT — —

By _____
Kenneth W. Jenkins
Westchester County Executive

_____ Date

By _____
Susan Cacace
District Attorney, Westchester County

_____ Date

By _____
Terrance Raynor, Commissioner
Westchester County Department of Public Safety

_____ Date

By _____
Rocco Pozzi, Commissioner
Westchester County Department of Probation

_____ Date

By _____
Robin Schlaff, Director
Westchester County Office for Women

_____ Date

By _____
Denise Durham Williams, CEO
My Sisters' Place, Inc.

_____ Date

By _____
CarlLa Horton, Executive Director
Hope's Door, Inc.

_____ Date

By _____
Rachel Halperin, Executive Director
Legal Services of the Hudson Valley

_____ Date

By _____
Phyllis M. Yezzo
DNP, RN, CPHQ, NEA-BC, Executive Vice President/
Chief Nursing Executive, Westchester County Health
Care Corporation

_____ Date

By _____
Joseph Capparelli, Vice President
for Finance, Controller, & Chief Compliance Officer
Pace University by and through its Women's Justice Center

_____ Date

By _____
Kiron Dawkins, CEO
Westchester Community Opportunity Program, Inc.

_____ Date

By _____
Piaget Solpiaget, Executive Director
Putnam/Northern Westchester Women's Resource Center,
Inc.

_____ Date