



On Base: 109622

Date: July 29, 2024

To: Board of Acquisition and Contract

From: Dr. Belinda S. Miles
President

Re: Authority for the County of Westchester, acting by and through Westchester Community College ("WCC"), to enter into a grant agreement with the State of New York, acting by and through its Office of Addiction Services and Supports, whereby WCC will receive a grant for the Addiction Professional Community and Technical Colleges Scholarship Program in an amount up to \$197,141.00 to provide scholarship funding to WCC eligible students who will complete the Credentialed Alcoholism and Substance Abuse Counselor requirements along with their associate degree courses for the period August 1, 2024 through July 31, 2026.

Westchester Community College ("WCC") has been selected to receive a grant from the New York State Office of Addiction Services and Support to provide scholarships from the Addiction Professional Community and Technical Colleges Scholarship Program in an amount up to \$197,141.00 to WCC eligible students who will complete the Credentialed Alcoholism and Substance Abuse Counselor requirements along with their associate degree courses for the period August 1, 2024 through July 31, 2026.

Authority is hereby requested from your Honorable Board to authorize the County of Westchester ("County"), acting by and through WCC, to enter into the grant agreement with New York State, acting by and through its Office of Addiction Services and Support. Pursuant to the terms of the grant, WCC will receive up to \$197,141.00, of which up to \$32,857 will cover administrative costs and the balance to be used to provide scholarships. Pursuant to its terms the grant period extends from August 1, 2024 through July 31, 2026.

Pursuant to the terms of the grant agreement, WCC shall agree, in a form similar to the following: to be solely responsible and answerable in damages for

all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by WCC or its subcontractors pursuant to this Contract. WCC shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract. No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity. In addition, WCC agrees to indemnify, defend, and save harmless the State of New York, OASAS, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all Contractors, Subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by WCC in the performance of the Contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Contract. Should any claim or demand be made, or any action brought against OASAS or the State in any way relating to this Contract or its performance, WCC agrees to render diligently to the Governmental Entity and/or OASAS, without additional compensation, any and all cooperation which may be required of WCC and/or Subcontractor

The proposed Agreement shall serve a public purpose as the goal of the Addiction Professionals Scholarship Program (APSP) is to assist OASAS and eligible OMH/DOH-certified/licensed/authorized Providers that deliver SUD services with employee recruitment, retention, and professional development. The Program will assist with recruitment, retention, and professional development efforts by providing scholarships to State University of New York (SUNY) and City University of New York (CUNY) academic institutions, which offer an associate degree, and is approved by OASAS to offer an addiction certificate program to train addiction professionals. Eligible applicants will receive

scholarships to take courses toward their associate degree and simultaneously satisfy the requirements for a Credentialed Alcoholism and Substance Abuse Counselor (CASAC) 350-hour certificate program. The APSP provides a direct path for OASAS SUD Providers to both develop staff already working in their programs and build a pipeline of new staff to fill their vacancies. It is also expected that SUNY and CUNY Providers will train enough students to expand SUD programming across New York State.

The proposed Agreement is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)(iii) thereof.

Accordingly, I recommend adoption of the attached resolution.

BSM/sg
Encls.

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/01/2024 - RAYMOND SULKY, SECRETARY

RESOLUTION

Upon a communication from the President of Westchester Community College, be it hereby:

RESOLVED, that the County of Westchester, acting by and through Westchester Community College ("WCC"), is authorized to enter into an agreement with New York State, acting by and through its Office of Addiction Services and Support to provide scholarships from the Addiction Professional Community and Technical Colleges Scholarship Program in an amount up to \$197,141.00, of which up to \$32,857 will cover administrative costs and the balance to be used to provide scholarships to WCC eligible students who will complete the Credentialed Alcoholism and Substance Abuse Counselor requirements along with their associate degree courses; and be it further

RESOLVED, that the proposed agreement shall have a term commencing on August 1, 2024 and terminating on July 31, 2026; and be it further

RESOLVED, that pursuant to the terms of the grant agreement, WCC shall agree, in a form similar to the following: to be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by WCC or its subcontractors pursuant to this Contract. WCC shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract. No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity. In addition, WCC agrees to indemnify, defend, and save harmless the State of New York, OASAS, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all Contractors, Subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by WCC in the performance of the Contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Contract. Should any claim or demand be made,

or any action brought against OASAS or the State in any way relating to this Contract or its performance, WCC agrees to render diligently to the Governmental Entity and/or OASAS, without additional compensation, any and all cooperation which may be required of WCC and/or Subcontractor; and be it further

RESOLVED, that the County Executive or his duly authorized designee be and hereby is authorized and empowered to execute any and all instruments and to take all action necessary to implement the purposes hereof.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Sub-Unit	Object/ Sub Object	Trust Account	Dollars
8/1/24-7/31/26	FY23/24	703	9997	9597	9781-01	T-597	\$ 8,214.21
	FY24/25	703	9997	9597	9781-01	T-597	\$98,570.50
	FY25/26	703	9997	9597	9781-01	T-597	\$90,356.29

Budget Funding Year(s) 2023/24 -25/26 Start Date 08/1/2024 End Date 7/31/26
 (must match resolution)

Funding Source Tax Dollars _____
 State Aid \$197,141.00
\$197,141.00 Federal Aid _____
 (must match resolution) Other: _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/01/2024 - RAYMOND SCULKY, SECRETARY