



Memorandum
Department of Human Resources

#109521

Date: June 26, 2024

To: Board of Acquisition and Contract

From: Lisa Denig
Commissioner, Department of Human Resources

Re: Authority for the County of Westchester to enter into an agreement with the Institute for Forensic Psychology, P.C., pursuant to which it will provide psychological evaluation services for each public safety officer candidate who wishes to appeal a disqualification notice for not meeting the psychological requirements for the position due to not passing an initial psychological evaluation, for the period from July 1, 2024 through June 30, 2026, for no monetary compensation from the County.

Authority is respectfully requested from your Honorable Board for the County of Westchester (the "County") to enter into an agreement with the Institute for Forensic Psychology, P.C. ("IFP"), pursuant to which IFP will provide psychological evaluation services (the "Services") for each public safety officer candidate who wishes to appeal a disqualification notice for not meeting the psychological requirements for the position due to not passing an initial psychological evaluation (each a "Failed Candidate"), for the period from July 1, 2024 through June 30, 2026, for no monetary compensation from the County (the "Agreement").

Under the proposed Agreement, IFP will be available, as an option, for services related to an appeal for each Failed Candidate, and the County making IFP available in this fashion will constitute the good and valuable consideration provided by the County under the proposed Agreement.

Under the proposed Agreement, IFP shall not be paid any amount whatsoever by the County, it being understood and agreed by the County and IFP that the County is contracting for the Services solely for the benefit of each Failed Candidate, in order to facilitate the availability of the Services, and that IFP shall solely seek payment for the Services, in the amount of \$550.00 per evaluation, from each Failed Candidate to whom the Services were rendered by IFP.

Under the proposed Agreement, IFP will agree that the County shall have no liability whatsoever to IFP, whether arising directly or indirectly out of the Services or the proposed Agreement, and IFP will assume all risk under the proposed Agreement, including, without limitation, all risk associated with non-payment by a Failed Candidate.

The proposed Agreement will serve a public purpose by facilitating the appeals process by making IFP readily available to conduct new psychological evaluations for candidates requesting them.

The goal and objective of the proposed Agreement is to facilitate the appeals process by making IFP readily available to conduct new psychological evaluations for candidates requesting them.

The goal and objective of the proposed Agreement is in the best interests of the County in terms of public safety, as facilitating the appeals process by making IFP readily available to conduct new psychological evaluations for candidates requesting them, and thereby potentially increasing the pool of qualified public safety officer candidates, is anticipated to ultimately enhance public safety.

The goal and objective of the proposed Agreement will be tracked and monitored by the Department of Human Resources.

The procurement of the Services under the Agreement is exempt from the Westchester County Procurement Policy and Procedures pursuant to Sections 3(a)(viii) thereof.

I respectfully recommend the adoption of the attached resolution.

LD/KM/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACT 07/05/2014 - RAYMOND SOLIS, SECRETARY

RESOLUTION

Upon a communication from the Commissioner of Human Resources, be it hereby:

RESOLVED, that the County of Westchester (the “County”) is hereby authorized to enter into an agreement with the Institute for Forensic Psychology, P.C. (“IFP”), pursuant to which IFP will provide psychological evaluation services (the “Services”) for each public safety officer candidate who wishes to appeal a disqualification notice for not meeting the psychological requirements for the position due to not passing an initial psychological evaluation (each a “Failed Candidate”), for the period from July 1, 2024 through June 30, 2026, for no monetary compensation from the County (the “Agreement”); and be it further

RESOLVED, that, under the Agreement, IFP will be available, as an option, for services related to an appeal for each Failed Candidate, and the County making IFP available in this fashion will constitute the good and valuable consideration provided by the County under the proposed Agreement; and be it further

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RESOLVED, that, under the Agreement, IFP will agree that the County shall have no liability whatsoever to IFP, whether arising directly or indirectly out of the Services or the proposed Agreement, and IFP will assume all risk under the proposed Agreement, including, without limitation, all risk associated with non-payment by a Failed Candidate; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute any and all documents, and take all actions, necessary or 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
					N/A

Budget Funding Year(s): _____ Start Date: 07/01/24 End Date: 06/30/26
(must match resolution)

Funding Source Tax Dollars: _____
State Aid: _____
N/A Federal Aid: _____
(must match resolution) Other: _____