



George Latimer, County Executive
Leonard G. Townes, Commissioner
Department of Social Services

109939

DATE: November 12, 2024

TO: Board of Acquisition and Contract

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

SUBJECT: Authority to enter into an agreement with Lifting Up Westchester, Inc. and Always Compassionate Home Care, Inc. concerning, and whereby the County will consent to, Lifting Up Westchester, Inc. assigning to Always Compassionate Home Care, Inc., effective upon execution of the assignment agreement, a contract under which Family Service Society of Yonkers was to provide 'Consumer Directed Personal Assistance Program' services, under applicable federal and state law.

By a resolution approved on December 16, 2010, your Honorable Board authorized the County of Westchester (the "County") to enter into an agreement with Grace Church Community Center, Inc. ("Grace"), pursuant to which Grace was to provide 'Consumer Directed Personal Assistance Program' services (the "Services"), under applicable federal and state law, for a period commencing on January 1, 2011 and continuing indefinitely unless terminated by either party upon thirty (30) days' prior written notice (the "Agreement"). The Agreement was subsequently executed.

Subsequently, Grace was renamed Lifting Up Westchester, Inc. ("LUW"). LUW does business as both "Neighbors Program" and "Neighbors Home Care Services".

Recently, the County was notified that LUW will be ceasing the provision of 'Consumer Directed Personal Assistance Program' services as part of its operations. In order to ensure the uninterrupted provision of such services to clients, the County has now been asked to consent to the assignment of the Agreement from LUW to Always Compassionate Home Care, Inc. ("ACHC"), effective upon execution of an agreement assigning the Agreement. This request was made by LUW because, under the Agreement, LUW may not make such an assignment without the prior written consent of the County.

The County is agreeable to providing its consent to the proposed assignment, subject to certain terms. Therefore, the County respectfully requests authority from your Honorable Board to enter into an agreement with LUW and ACHC (DSS8002CD-24; the "Assignment Agreement"), pursuant to which:

- 1.) LUW will assign to ACHC, effective upon execution of the Assignment Agreement (the "Effective Date"), all of LUW's right, title, privilege, interest, obligation, and duty of performance in, to, and under the Agreement (the "Assignment");
- 2.) LUW will waive, as of the Effective Date, any and all claims, causes of action, and rights against the County that it now has, or may have in the future, in connection with the Agreement; and
- 3.) ACHC will accept the Assignment from LUW and, accordingly, agree to perform under the Agreement, as of the Effective Date, and through the remainder of its term, as if ACHC were an original party to the Agreement, with all terms and conditions of the Agreement remaining in full force and effect; and
- 4.) ACHC will consent to a financial review by the County, by any County staff and/or contracted auditor(s) and/or accountant(s) of the County's choice, in its sole discretion, and ACHC shall comply with any and all recommendations resulting from that review; and
- 5.) ACHC will provide the County, for its review, ACHC's license to provide the services to be provided under the Agreement and any additional proof, as determined by the County in its sole discretion, of approval from the New York State Department of Health for ACHC to provide such services under the Agreement; and
- 6.) the County will consent to the Assignment.

The proposed Assignment Agreement will serve a public purpose by helping ensure that clients of LUW continue to receive services, and that this occurs under the terms of the Agreement.

The goal and objective of the proposed Assignment Agreement is to help ensure that clients of LUW continue to receive services, and that this occurs under the terms of the Agreement.

The goal and objective of the proposed Assignment Agreement is in the best interests of the County in terms of public welfare, as it will ensure that clients of LUW continue to receive services, and that this occurs under the terms of the Agreement.

The goal and objective of the proposed Assignment 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/KM/bdm/nn

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 enter into an agreement (DSS8002CD-24; the "Assignment Agreement") with Lifting Up Westchester, Inc., which was formerly Grace Church Community Center, Inc. and which does business as both "Neighbors Program" and "Neighbors Home Care Services", ("LUW") and Always Compassionate Home Care, Inc. ("ACHC") pursuant to which:

- 1.) LUW will assign to ACHC, effective upon execution of the Assignment Agreement (the "Effective Date"), all of LUW's right, title, privilege, interest, obligation, and duty of performance in, to, and under LUW's agreement with the County (the "Agreement"), pursuant to which LUW was to provide 'Consumer Directed Personal Assistance Program' services, under applicable federal and state law, for a period commencing on January 1, 2011 and continuing indefinitely unless terminated by either party upon thirty (30) days' prior written notice (the "Assignment");
- 2.) LUW will waive, as of the Effective Date, any and all claims, causes of action, and rights against the County that it now has, or may have in the future, in connection with the Agreement; and
- 3.) ACHC will accept the Assignment from LUW and, accordingly, agree to perform under the Agreement, as of the Effective Date, and through the remainder of its term, as if ACHC were an original party to the Agreement, with all terms and conditions of the Agreement remaining in full force and effect; and
- 4.) ACHC will consent to a financial review by the County, by any County staff and/or contracted auditor(s) and/or accountant(s) of the County's choice, in its sole discretion, and ACHC shall comply with any and all recommendations resulting from that review; and
- 5.) ACHC will provide the County, for its review, ACHC's license to provide the services to be provided under the Agreement and any additional proof, as determined by the County in its sole discretion, of approval from the New York State Department of Health for ACHC to provide such services under the Agreement; and
- 6.) the County will consent to the Assignment.

; 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.

Account to be Charged/Credited:

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

Start Date: 01/01/2011 (agreement)
Execution (assignment) End Date: Termination

Funding Source:

Federal	N/A	CFDA#(s)	N/A		
State	N/A	State ID#(s)	N/A		
Operating/ Tax Levy	N/A				
Capital	N/A				

1. Total NTE: N/A
 (Must match resolution)

APPROVED BOARD OF ACQUISITION & COMMERCE 01/20/2024 - RAYMOND SCULKY, SECRETARY