

Kenneth W. Jenkins **County Executive** 

Department of Social Services

Leonard G. Townes Commissioner

112270

DATE: October 10, 2025

TO: **Board of Acquisition and Contract** 

FROM: Leonard G. Townes

RATHOND SCULKY, SECRETARY, SECRET Commissioner, Department of Social Services

SUBJECT: Authority for the County of Westchester, acting by and through its Department of Social Services, to retroactively: (1) amend a grant agreement with the New York State Office of Children and Family Services in the amount of \$120,000 for the hiring of one full-time Family Peer Advocate and one fulltime Youth Peer Advocate to staff the County's Mobile Crisis Response Program for the term May 1, 2024 through April 30, 2025; in order to extend the termination date of the grant agreement through September 30, 2025; and (2) amend the agreement with Family Ties of Westchester, Inc. to implement the Parent to Parent Mobile Stabilization and Mediation component Westchester County's Mobile Response Program for the term May 1, 2624 through April 30, 2025, in an amount not to exceed \$120,000, in order to extend the termination date of the Agreement through September 30, 2025 payable pursuant to an approved budget.

By resolution approved on September 27, 2024, your Honorable Board authorized the County of Westchester (the "County"), acting by and through the Department of Social Services (the "Department"), to retroactively: (1) enter into an agreement with the New Nork State Office of Children and Family Services ("OCFS") to accept a grant in the amount of \$120,000 for the implementation of the Youth and Family Peer Advocates ("YPA/ FPA") to staff the County's Mobile Crisis Response Program for the term May 1, 2024 through April 30, 2025 (DSS6060-24; the "Grant Agreement); and (2) enter into an agreement with Family Ties of Westchester, Inc. to implement the Parent to Parent Mobile Stabilization and Mediation component of Westchester County's Mobile Response Program under the grant for the term May 1, 2024, through April 30, 2025 for an amount not to exceed \$120,000, payable pursuant to an approved budget (DSS6060A-24; the "Agreement"). The Grant Agreement and the Agreement were subsequently executed.

OCFS informed the Department that it has extended the term of the County Mobile Crises Response Program grant for the implementation of the YPA/ FPA to staff the County's Mobile Crises Response Program to a new termination date of September 30, 2025 in order to optimize utilization of the grant funds that were unexpended. Accordingly, authority is now respectfully requested from your Honorable Board for the County to: 1. Amend the Grant Agreement with OCFS for the implementation of the YPA/FPA to staff the County's Mobile Crisis Response Program for the purpose of extending the termination date from April 30, 2025 to a new termination date of September 30, 2025 (DSS6060-A-24; the "First Amendment to the Grant Agreement"), and; 2. Amend the Agreement under the grant with Family Ties of Westchester, Inc. to implement the Parent to Parent Mobile Stabilization and Mediation component of the County's Mobile Response Program for the purpose of extending the termination from April 30, 2025 to a new termination date of September 30, 2025 (DSS6060A-1-24: the "First Amendment to the Agreement").

The proposed First Amendment to the Grant Agreement with OCFS does not constitute a procurement and therefore, the provisions of the Westchester County Procurement Policy do not apply.

The procurement of the proposed First Amendment to the Agreement is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3 (a) (xiv), as the services provided herein are for the purposes of providing aid, care and support to persons in need of public assistance.

The First Amendment to the Agreement is also exempt from the competitive procurement requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (formerly, the Grants Management Common Rule), as the federal funding for the Mobile Crisis Response Program falls under the Family First Prevention Services Act Social Services Block Grant.

Except as specifically amended hereby, all other terms and conditions of the Grant Agreement and the Agreement shall remain the same.

Accordingly, authority is hereby requested for the County, acting by and through the Department to enter into the proposed First Amendment to the Grant Agreement, and enter into the proposed First Amendment to the Agreement to implement the County work plan under the Grant.

I respectfully recommend your Honorable Board's approval of the attached Resolution.

LGT:je

## RESOLUTION

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

RESOLVED, that the County of Westchester (the "County"), acting by and through its Department of Social Services, is hereby authorized to: (1) amend a grant agreement with the New York State Office of Children and Family Services ("OCFS") in the amount of \$120,000 pursuant to which the County will staff the County's Mobile Crisis Response Program with one youth peer advocate and one parent advocate for the term from May 1, 2024 through April 30, 2025 (DSS6060-24; the "Grant Agreement"); in order to extend the termination date to September 30, 2025 (DSS6060-A-24; the "First Amendment to the Grant Agreement"); and (2) amend an agreement with Family Ties of Westchester, Inc. to implement the Parent to Parent Mobile Stabilization and Mediation component of the County's Mobile Response Program in an amount not to exceed \$120,000 for the term May 1, 2024 through April 30, 2025, payable pursuant to an approved budget (DSS6060A-24; the "Agreement"), in order to extend the termination date to September 30, 2025, (DSS6060A-1-24: the "First Amendment to the Agreement"); and be it further

RESOLVED, that except as amended hereby, all other terms and conditions of the Grant Agreement and the Agreement shall remain in full force and effect; and be it further

RESOLVED, that the 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 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 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 Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his authorized designee is hereby authorized to take such action and execute such documents as may be necessary and proper to effectuate the purposes hereof.

## Account to be Credited/Charged:

Fund	Dept.	Pr	r Program, ogram & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars \$0	CREE .
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unding So	ource:				RATE		
Federal	١	N/A	CFDA#(s)	N/A	0,5		

## Funding Source:

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	Federal	N/A	CFDA#(s)	N/A		
	State	N/A	State ID#(s)	N/A		
	Operating/Tax Levy	N/A	Ô			
	Capital		ZIF.			
R.P.P.P.	Operating/Tax Levy Capital  Total NTE: (must match	\$0.00 n resolut	ien)			