

Robert P. Astorino  
County Executive

Department of Social Services

Kevin M. McGuire  
Commissioner

Philippe Gille  
First Deputy Commissioner

**47747**

**DATE:** July 16, 2015

**TO:** Board of Acquisition & Contract

**FROM:** Kevin McGuire, Commissioner  
Department of Social Services

**RE:** Authority to enter into an agreement with the Urban League of Westchester County, Inc. (the "Urban League") pursuant to which the Urban League will provide Educational Advocacy Services for Homeless Families for the period August 1, 2015 through July 31, 2016 in an amount not to exceed \$244,329, pursuant to an approved budget

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The County of Westchester (the "County"), acting by and through its Department of Social Services, (hereinafter the "Department"), seeks authority from your Honorable Board to enter into an agreement with the Urban League, pursuant to which the Urban League will provide Educational Advocacy Services for Homeless Families for the period August 1, 2015 through July 31, 2016 (the "Agreement"). In consideration for services rendered, the County will pay the Urban League an amount not-to-exceed \$244,329, pursuant to an approved budget. The County, at its sole option, may renew the Agreement for up to two (2) additional one (1) year periods. Should the County elect to exercise its renewal options, there would be no increase in the total budget amount for those option years. The Department shall obtain the prior approval of your Honorable Board should it decide to exercise its options.

In 2000, the Federal government issued a report asserting that inconsistent attendance at school had long-term detrimental effects on homeless children. In response to this report, the Federal and State governments enacted laws that defined local responsibility for assisting homeless families with making school designations, enrolling school-aged homeless youth in school and coordination of school transportation when necessary. In particular, the McKinney-Vento Act (the "Act") was designed to address the problems that homeless children and youth have faced in enrolling, attending, and succeeding in school. Under the Act, State educational agencies must ensure that each homeless child and youth has equal access to the same free, appropriate public education, including a public preschool education, as other children and youth. In furtherance of these goals, Federal and State laws specify situations in which homeless children may attend school in previous school districts instead of the school districts in which they reside while they are temporarily housed. Homeless children may also be entitled to transportation to and from school and other school activities. Whenever a family applying for

or receiving temporary housing assistance is placed in a new school district, a new school district designation must be made. Local social services districts are required to provide assistance in making these designations. In addition, under the provisions of Education Law §3209, the social services district may, under certain circumstances, also be responsible for arranging and paying for transportation for homeless school-aged students.

Pursuant to the terms of the Agreement, the educational advocate will operate a program to provide services to facilitate the completion of educational designations, case counseling, school registration and enrollment, education compliance and arrangement of school transportation for homeless school-aged students.

The Department has complied with sections 6 and 13 of the Westchester County Procurement Policy. On June 2, 2015, the Department issued a Request for Proposals ("RFP") to solicit proposals from qualified individuals or agencies to provide Educational Advocacy Services for Homeless Families. The RFP was posted on the County website, was advertised in the Journal News and New York Times, and was emailed to various service providers. Despite these efforts, only two (2) agencies, the Urban League and Family Resource Center of Peekskill, Inc. ("FRC"), submitted proposals in response to the RFP. After a careful review of both proposals with reference to the evaluation criteria set forth in the RFP, the Urban League was selected because it was ranked higher than FRC by the review committee. In particular, the Urban League's proposal was stronger in the following respects: 1) its experience in providing educational advocacy services; 2) its understanding of the laws and regulations governing the provision of said services; and 3) its provision of a detailed plan to engage families and manage services.

The Agreement will serve a public purpose by ensuring that that each homeless child and youth has equal access to the same free, appropriate public education, including a public preschool education, as other children and youth.

The goals and objectives of this Agreement are to operate a program to provide services to facilitate the completion of educational designation, case counseling, school registration, education compliance and coordination of school transportation for homeless school-aged students.

The goals and objectives are in the best interests of the County because these services will ensure the timely and seamless transition of educational services for homeless school-aged youth relocating to transitional housing.

The goals and objectives will be tracked and monitored by the Department.

An appropriate resolution is herewith attached for your Honorable Board's consideration.

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RESOLUTION

UPON A COMMUNICATION FROM THE COMMISSIONER, WESTCHESTER COUNTY DEPARTMENT OF SOCIAL SERVICES, BE IT HEREBY:

RESOLVED, that the County of Westchester, acting by and through its Department of Social Services, is hereby authorized to enter into an agreement with the Urban League of Westchester County, Inc., pursuant to which the Urban League will provide Educational Advocacy Services for Homeless Families for the period August 1, 2015 through July 31, 2016 for an amount not-to-exceed \$244,329, pursuant to an approved budget (the "Agreement"); and be it further

RESOLVED, that the County, at its sole option, may renew the Agreement for up to two (2) additional one (1) year periods, with no increase in the total budget amount, and subject to the prior approval of the Board of Acquisition & Contract.

RESOLVED, that this Contract is subject to County Appropriation; and be it further

RESOLVED, that this 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 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 either to 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 duly authorized designee be, and hereby is, authorized to take such actions and execute such documents as may be necessary and appropriate to effectuate the purposes hereof.

Agreement #  
Account to be  
Charged/Credited

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
2015	101	22	8900	5630		\$101,804
2016	101	22	8900	5630		\$142,525

Budget Funding Year(s): 2015 Start Date: 08/01/15 End Date: 07/31/16  
(must match resolution)

Funding Source Tax Dollars:  
State Aid:  
\$244,329 Federal Aid: 100%  
(must match resolution) Other: