

Robert P. Astorino  
County Executive

Department of Social Services

Kevin M. McGuire  
Commissioner

Philippe Gille  
First Deputy Commissioner

**54915**

**DATE:** January 19, 2017

**TO:** Honorable Members of the Board of Acquisition and Contract

**FROM:** Kevin McGuire  
Commissioner, Department of Social Services  
Robin Schlaff  
Director, Office for Women

**SUBJECT:** Authority to enter into an agreement with Celia Megias in an amount not to exceed \$73,265 for consulting services at a rate of \$40.25/hour to assist victims of domestic violence in securing safe, temporary shelter and to provide assistance to victims and their household members in linkage to supportive services for the period from March 23, 2017 through March 22, 2018 to be paid monthly pursuant to an approved budget and subject to appropriation

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The attached Resolution, if approved by your Honorable Board, would authorize the County of Westchester (the "County") to enter into an agreement (the "Agreement") with Celia Megias in an amount not to exceed \$73,265 for consulting services at a rate of \$40.25/hour to assist domestic violence victims to secure safe, temporary shelter and to provide assistance to victims and their households with referrals and linkages to supportive services with the long range goal of client self-sufficiency for the period from March 23, 2017 through March 22, 2018 to be paid monthly pursuant to an approved budget and subject to appropriation.

While numerous supportive service programs are available in Westchester, this Agreement will improve service delivery through education and training, linkage and coordination of services between service providers and victims of domestic violence and their household members.

Celia Megias will hold the position of Spanish-Speaking Domestic Violence Liaison (Consultant).

Additional responsibilities for Ms. Megias shall include, without limitation:

- assessing for and where appropriate grant temporary waivers of public assistance requirements which may place domestic violence victims at further risk or prevent them from escaping the

- abuse;
- periodically reassessing the individual's domestic violence circumstances and modify, terminate or extend waiver(s) for Temporary Assistance;
  - providing referrals to the Crimes Victims Board for monetary compensation when customers are domestic violence victims and victims of other crime;
  - assessing customers from other counties for domestic violence waivers at the Westchester County domestic violence shelters;
  - determining fiscal responsibility for Westchester County customers that are at out of county domestic violence shelters in New York State. Forward Temporary Assistance applications for these customers to the White Plains Home Unit to establish Temporary Assistance eligibility; and
  - provision of services in Spanish.

The public purpose of the proposed agreement is to ensure the immediate health, safety and welfare of victims of domestic violence in Westchester by providing them with access to safe temporary shelter and linkage to supportive services.

The goals and objectives of this program are to aid victims of domestic violence in securing safe, temporary shelter and to provide assistance to victims and their household members in linkage to supportive services with the long range goal of client self-sufficiency.

The goals and objectives are in the best interest of the County in terms of public health and public safety as they are aimed at protecting the health and safety of domestic violence victims. This program provides linkages to mental health providers and other healthcare providers who are vital to the safety and survival of victims of domestic violence.

The goals and objectives are in the County's best interests in terms of fiscal responsibility as the supportive services provided by this program focus on assisting victims to become self-sufficient.

The goals and objectives will be tracked and monitored using performance measurement indicators developed by the Department. Ms. Megias will be required to submit to the Department quarterly statistical reports on all activities related to the program. The Department is able to report that in 2016, Ms. Megias provided domestic violence services to 576 households (434 families and 142 single individuals).

This contract is exempt from the Westchester County Procurement Policy under Section 3(a) (xiv) as the population served under this program are in need of public assistance by way of temporary housing accommodations and linkage to community based supportive services. This contract is not subject to 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 this program falls under Social Service Block Grant.

An appropriate resolution requesting your Honorable Board's approval to enter into the above stated agreement is attached herewith.

# RESOLUTION

Upon a communication from the Commissioner of the Department of Social Services and the Director of the Office for Women, be it hereby

**RESOLVED**, that the County of Westchester is hereby authorized to enter into an agreement with Celia Megias in an amount not to exceed \$73,265 for consulting services at a rate of \$40.25/hour to assist victims of domestic violence in securing safe, temporary shelter and to provide assistance to victims and their household members in linkage to supportive services for the period from March 23, 2017 through March 22, 2018 to be paid monthly pursuant to an approved budget; and be it further

**RESOLVED**, that this Agreement 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 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 empowered to execute any document necessary to implement this Resolution.

Account to be charged/credited:

Fund	Dept	Major Program, Program & Phase, Or Unit	Object/ Sub-Object	Trust Account	Dollars	Funding Year(s)
101	22	8900	5850	-----	\$54,949	2017
101	22	8900	5850	-----	\$18,316	2018

Budget Funding Year(s): 2017-2018 Start Date: 3/23/2017 End Date: 3/22/2018  
 (must match resolution)

Funding Source:  
\$73,265  
 (must match resolution)

Tax Dollars: 1%  
 State Aid: 0%  
 Federal Aid: 99%  
 Other: