

Robert P. Astorino  
County Executive

Department of Social Services

Kevin M. McGuire  
Commissioner

**37694**

**To:** Board of Acquisition and Contract

**From:** Kevin M. McGuire, Commissioner  
Department of Social Services

**Date:** December 24, 2013

**Re:** Resolution authorizing the County of Westchester to enter into an agreement with North American Family Institute, Inc. (“NAFI”) pursuant to which NAFI will provide the Parenting with Love and Limits Program (“PLL”) Front End Prevention to include group therapy, family therapy and case management services for youth who are at risk of foster care placement for the period January 1, 2014 through December 31, 2014 for an amount not to exceed \$266,633

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Authority by your Honorable Board is respectfully requested for the County of Westchester, acting by and through its Department of Social Services (the “Department”), to enter into an agreement with North American Family Institute, Inc. (“NAFI”) pursuant to which NAFI will provide the Parenting with Love and Limits Program (“PLL”) Front End Prevention to include group therapy, family therapy and case management services for children between the ages of 10 and 17 who are at risk of foster care placement due their behavior and at the risk of a Person in Need of Supervision (“PINS”) petition for the period January 1, 2014 through December 31, 2014 for an amount not to exceed \$266,633 to be paid monthly pursuant to an approved budget and subject to appropriation.

The agreement will serve a **public purpose** by improving family functioning, making the family less dependent on public social service programs and will therefore prevent the need for foster care placement.

**The goals and objectives of this agreement** are to identify youth who are “at risk” of entering the Family Court or child welfare systems and thereby divert them from foster care. The PLL

Front End Prevention program will serve 36 families and will prevent placement in foster care for at risk children. The PLL Front End Prevention program will help parents and children learn new skills to ensure that these “at risk” children continue to live at home. The program will utilize specialized strategies that address the cultural needs of these families and children. The Department will refer children to the PLL Front End Prevention program.

**The goals and objectives of this agreement are in the best interest of the County in terms of public health and safety** in that the services will keep children safe and at home. Children who remain at home have better outcomes than those who enter foster care. Further, the children served through this program who are successfully diverted from foster care are less likely to enter the Family Court or child welfare systems and more likely to lead productive lives.

**The goals and objectives of this agreement are in the best interest of the County in terms of fiscal responsibility** in that the Department will be able to avert the need for foster care placements and the costs associated with such placements. Preventing children from entering the foster care system will result in substantial savings for the County.

**The goals and objectives of the agreement will be tracked and monitored by the Department** to evaluate success using the performance measurement indicators developed by the Department and approved by the County Budget Office. NAFI will submit monthly statistical and performance reports in a format approved by the Department. The Program Office will be responsible for setting the milestones and tracking NAFI’s achievements. During the contract period, the Department will maintain ongoing phone and in person contact with the NAFI.

**Based on the Performance Measurement Indicators, the Department is able to report** that from January 1, 2013 through September 30, 2013, the NAFI PLL Front End Prevention program has provided services to twenty-five (25) families and thirty-three (33) children. One hundred percent (100%) of the families were actively engaged within 48-72 hours of referral and 91% of the children are actively participating in the program.

The proposed agreement is exempt from the Westchester County Procurement Policy pursuant to Section 3(a) xviii thereof as this is a program for the advancement of the moral, physical, mental and social wellbeing of children (youth) in Westchester County. It should be noted that the agreement is exempt from the Federal Common Grant Rule as this program falls under the Social Services Block Grant.

Accordingly, the County of Westchester is hereby respectfully requesting authorization to enter into an agreement with North American Family Institute, Inc. for the provision of the aforesaid services.

A resolution requesting the same is attached for your Honorable Board’s approval.

## RESOLUTION

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

**RESOLVED**, that the County of Westchester (the "County") is hereby authorized to enter into an agreement with North American Family Institute, Inc. ("NAFI") pursuant to which NAFI will provide the Parenting with Love and Limits Program ("PLL") Front End Prevention to include group therapy, family therapy and case management services for children between the ages of 10 and 17 who are at risk of foster placement due to their behavior and at risk of a Person in Need of Supervision ("PINS") petition for the term January 1, 2014 through December 31, 2014 for an amount not to exceed \$266,633 to be paid monthly pursuant to an approved budget; and be it further

**RESOLVED**, that this Agreement is subject to County appropriations; and be it further

**RESOLVED**, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget ("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 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 impact of any such budget(s) 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 the Agreement upon reasonable prior written notice; and be it further

**RESOLVED**, that the County Executive or his authorized designee is empowered to execute any and all documents necessary to effectuate the purposes hereof.

Account to be  
Charged/Credited

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
2014	101	22	8900	5960	-----	\$266,633

Budget Funding Year(s): 2014  
(must match resolution)

Start Date: 01/01/14 End Date: 12/31/14

Funding Source

Tax Dollars: 32%

State Aid: 47%

\$ 266,633

(must match resolution)

Federal Aid: 21%

Other:

APPROVED BOARD OF ACQUISITION & CONTRACT - 02/06/2014 JOMAR VIEIRA, SECRETARY