

Robert P. Astorino  
County Executive

Department of Social Services

Kevin M. McGuire  
Commissioner

**38602**

Date: February 21, 2014

To: Board of Acquisition and Contract

From: Kevin M. McGuire  
Commissioner  
Department of Social Services

Subject: Resolution authorizing the County of Westchester to exercise its third option to renew an agreement with the Westchester Institute for Human Development (“WIHD”) for the provision of medical services to both foster children and children post-discharge from Westchester County foster parents for the term April 1, 2014 through March 31, 2015 in the amount of \$274,391 to be paid pursuant to an approved budget and subject to Appropriations

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Pursuant to a Request for Proposal (“RFP”) issued by the Department on or about November 11, 2010 and a resolution adopted by your Honorable Board on February 17, 2011, the County of Westchester (the “County”), acting by and through the Department of Social Services (the “Department”), entered into an agreement with the Westchester Institute for Human Development (“WIHD”) for the provision of medical services to both foster children and children post-discharge from Westchester County foster parents for the term April 1, 2011 through March 31, 2012 in an amount not to exceed \$197,011 with the sole option on the part of the County to extend the agreement for five additional one-year terms. It is also of note that a second resolution adopted by your Honorable Board on August 11, 2011 authorized the County to amend the Agreement with WIHD to authorize a subcontract with Night Nurse, LLC for the provision of nurse triage during the night shift, at no additional cost to the County. Both the original Agreement and the First Amendment were subsequently executed.

Pursuant to a resolution approved on April 26, 2012, the County of Westchester, acting by and through the Department of Social Services, exercised its first option to extend the Agreement for an additional one year period commencing April 1, 2012 through March 31, 2013 in an amount not to exceed \$274,391. This Agreement was subsequently executed.

Pursuant to a resolution approved on March 31, 2013, the County of Westchester, acting by and through the Department of Social Services, exercised its second option to extend the Agreement for an additional one year period commencing April 1, 2013 through March 31, 2014 in an amount not to exceed \$274,391. This Agreement was subsequently executed.

Authority is now requested for the County of Westchester to exercise its third option to renew the agreement for an additional one year period commencing April 1, 2014 through March 31, 2015 in an amount not to exceed \$274,391 to be paid pursuant to an approved budget and subject to appropriation.

Pursuant to the terms of the proposed extension, WIHD will provide one full-time equivalent of a pediatrician to work in the Department's pediatric office including on-call services 24 hours per day, 7 days per week. The pediatric office will be opened 5 days per week and will serve all children in DSS foster homes and engage with their foster families and birth families as well as DSS staff.

The **public purpose** of this contract is to ensure that children in foster care are healthy, that they receive all necessary pediatric medical, developmental, mental health, dental, preventive care and substance abuse assessments in the specified time frames while in foster care, that their full range of care is coordinated through a true medical home model and that the goals of permanency and safety are reached in a timely manner. This contract will also allow the Department to maintain a comprehensive health history for the children as they enter care, while they are in care, as well as, at the point of discharge. The availability of same day medical services reduces the trauma to children entering foster care and while in foster care. In the absence of this service, many of the children would be required to go to an emergency room.

The **goals and objectives** of this contract are to:

- Provide the full coverage of pediatric care for children in foster care meeting both general pediatric guidelines as well as state mandated guidelines
- Provide oversight and management of the medical aspects of the pediatric clinic
- Establish a true medical home for each child in foster care and ensure that care is coordinated
- Ensure that all mandates and other requirements for the health of children in foster care are met

The **goals and objectives are in the best interest of the County in terms of public health** because services provided by this contract will help to ensure that each child coming into foster care will have their needs and conditions evaluated and properly treated, if needed. Initial assessment for children coming into foster care is critical in order to quickly identify complicated, serious physical health, mental health, or developmental problems. Furthermore, prevention strategies recommended and implemented by the Pediatrician may help to lessen the ill effects of neglect and abuse.

The **goals and objectives are in the best interest of the County in terms of public safety** because comprehensive assessments performed by the pediatrician allow for more detail knowledge of the child's physical and mental health, thereby, giving the Department the best recommendations for placements for each child, as well as, recommendations for the best treatment plan for each child, if required.

The **goals and objectives are in the best interest of the County in terms of fiscal responsibility** because the Department is able to place children at the appropriate level of care as recommended by the pediatrician, as well as, to assist in the development of permanency planning for each child in foster care.

The **goals and objectives will be monitored using the performance measurement indicators** developed by the Department and approved by the County Budget Office. The provider will submit monthly statistics and performance reports in the format approved by the Department. The program office will be responsible for setting the milestones and tracking their achievements

The Department is able to report the following outcomes from January through December 2013:

- 261 Well child visits
- 184 Sick child visits
- 99 Physicals
- 107 Immunization visits
- 73 After Hour Phone Calls

Accordingly, authority is requested for the County of Westchester to exercise its third option to renew an Agreement with Westchester Institute for Human Development (“WIHD”) for the above said purpose.

Except as specifically amended hereby, all other terms and conditions of the original agreement as extended shall remain the same.

An appropriate resolution is attached for your Honorable Board’s approval.

**RESOLUTION**

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

**RESOLVED**, that the County of Westchester is hereby authorized to exercise its third option to renew an agreement with the Westchester Institute for Human Development (“WIHD”) for the provision of medical services to both foster children and children post-discharge from Westchester County foster parents for the term April 1, 2014 through March 31, 2015 in the amount of \$274,391 to be paid pursuant to an approved budget; and be it further

**RESOLVED**, that all other terms and conditions of the original agreement as extended shall remain in full force and effect; 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 hereby authorized to execute all instruments and take all actions necessary to implement this Resolution.

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2014	101	22	8900	5880	-----	\$205,793
2015	101	22	8900	5880	-----	\$68,598

Budget Funding Year(s) 2014-2015  
(must match resolution)

Start Date: 04/01/14 End Date: 03/31/15

Funding Source

Tax Dollars:

State Aid: 50%

Federal Aid: 50%

Other:

**\$274,391**

(must match resolution)