

George Latimer  
County Executive

Department of Social Services

Kevin M. McGuire  
Commissioner

**60709**

**DATE:** January 10, 2018

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

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

**SUBJECT: 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 from January 1, 2018 through December 31, 2018 for an amount not to exceed \$388,018.**

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Authorization is requested for the County of Westchester (“County”), 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 to their behavior and the risk of a Person in Need of Supervision (“PINS”) petition for the period from January 1, 2018 through December 31, 2018, for an amount not to exceed \$388,018, to be paid on a monthly basis pursuant to an approved budget and subject to appropriation.

The services to be provided pursuant to this 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 48 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 and taxpayers.

The **goals and objectives will be tracked and monitored using performance measurement indicators developed by the Department.** NAFI will submit monthly statistics and quarterly performance reports in the format approved by the Department. The Department will be responsible for setting the milestones and tracking the achievements by reviewing the performance reports submitted by NAFI. During the contract period, the Department will maintain ongoing phone and in-person contact with NAFI.

**Based on the Performance Measurement Indicators, the Department is able to report** that from January 1, 2017 through September 30, 2017, the NAFI PLL Front End Prevention program has provided services to 33 families and 46 children. 100% of the families were actively engaged within 48-72 hours of referral and 100% of the children are actively participating in the program.

This agreement is exempt from the Westchester County Procurement Policy and Procedures pursuant to Sections 3(a) xiv and 3(a) xviii.

It should be noted that this agreement 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 Services Block Grant.

Accordingly, the County of Westchester is hereby requesting authority to enter into an agreement with North American Family Institute, Inc. for the aforesaid purpose.

An appropriate resolution requesting your Honorable Board's approval is attached herewith.

**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 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 to their behavior and the risk of a Person in Need of Supervision (“PINS”) petition for the period from January 1, 2018 through December 31, 2018, for an amount not to exceed \$388,018, to be paid on a monthly basis 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 hereby authorized to take such action and execute such documents as may be necessary and proper to effectuate the purposes hereof.

Account to be charged/credited:

	<b>FUND</b>	<b>DEPT</b>	<b>Major Program, Program &amp; Phase, Or Unit</b>	<b>Object/ Sub- Object</b>	<b>Trust Account</b>	<b>Dollars</b>
2018	101	22	8900	5960		\$388,018

**Budget Funding Year(s):** 2018      **Start Date:** 1/1/2018      **End Date:** 12/31/2018  
(must match resolution)

**Funding Source:**                      Tax Dollars:      33%  
**\$ 388,018**                              State Aid:         44%  
(must match resolution)              Federal Aid:       23%