

George Latimer  
County Executive

Department of Social Services

Kevin M. McGuire  
Commissioner

**ONBASE # 72836**

**DATE:** November 20, 2019

**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 the Westchester Institute for Human Development, (“WIHD”) pursuant to which WIHD will administer an Educational Care Coordination program for children in family foster care, for the period from January 1, 2020 through December 31, 2020 for an amount not to exceed \$283,048**

---

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 the Westchester Institute for Human Development, (“WIHD”) pursuant to which WIHD will administer an Educational Care Coordination program for children in family foster care, for the period of January 1, 2020 through December 31, 2020 for an amount not to exceed \$283,048 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** as the program will identify and address the complex educational needs of children entering family foster care for the duration of their family foster care placement and throughout the reunification process through coordination, collaboration and advocacy. The services provided by this program ensure that children in family foster care do not experience lengthy wait time to be enrolled in school once placed in care and once enrolled, receive the services appropriate to their educational needs.

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

- Ensure timely and seamless transition of appropriate educational services for children entering family foster care from home school districts;
- Ensure that children continue to receive educational services to meet their learning needs during their foster care placement;
- Ensure that children transitioning from family foster care to birth families or to adoptive placements receive timely and appropriate educational services;

- Ensure appropriate documentation of these educational services in NY CONNECTIONS System and medical records.

The **goals and objectives of this Agreement are in the best interest of the County** as they are aimed at ensuring that children are enrolled in appropriate school placements. When children are not in appropriate educational placements, they do not learn to their capacity and often misbehave at school which can lead to placement disruption. Educational success and achievement are critical to children's well-being. Furthermore, the electronic educational record follows the child as he/she navigates the various stages of the family foster care system as well as upon discharge, thus ensuring a seamless flow of information.

The **goals and objectives of this agreement are in the best interest of the County in terms of fiscal responsibility** as program advocates for children to receive appropriate educational services and support deemed necessary that are paid through the school system whenever possible. Additionally, timely and accurate entries into CONNECTIONS by the vendor assist DSS in meeting mandates (federally required data elements are tracked through CONNECTIONS), thus avoiding state and federal fiscal sanctions.

The **goals and objectives will be tracked and monitored using performance measurement indicators developed by the Department.** The Program Office will be responsible for setting the milestones and tracking their achievement by reviewing the performance reports submitted by the vendor.

**Based on the Performance Measurement Indicators, the Department is able to report that** From January 1, 2019 through September 30, 2019, 223 children were served, 372 CONNECTIONS entries completed, 100% of the children received WIHD recommended educational plans following family foster care placement. Additionally over 8,518 advocacy phone calls and emails were made on behalf of the children being served.

This agreement is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xviii which exempts contracts in support of the moral, physical, mental and social well-being of the youth of Westchester County.

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 the Westchester Institute of Human Development 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 the Westchester Institute for Human Development, ("WIHD") pursuant to which WIHD will administer an Educational Care Coordination program for children in family foster care, for the period of January 1, 2020 through December 31, 2020 for an amount not to exceed \$283,048 to be paid on a monthly basis 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 (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> |
|------|-------------|-------------|--|---------------------------|----------------------|----------------|
| 2020 | 101         | 22          | 8900   | 5960                      |                      | \$283,048      |

**Budget Funding Year(s):** 2020      **Start Date:** 1/1/2020      **End Date:** 12/31/2020  
(must match resolution)

**Funding Source:**                      Tax Dollars:      33%  
**\$ 283,048**                              State Aid:         44%  
(must match resolution)              Federal Aid:       23%