



Robert P. Astorino
County Executive

Department of Social Services

Grant E. Mitchell, MD
Acting Commissioner

15830

Date: December 7, 2010

To: Board of Acquisition and Contract

From: Grant E. Mitchell, MD
Acting Commissioner, Department of Social Services

Re: Authority for the County of Westchester to enter into an agreement with Westchester Institute for Human Development for the provision of an Educational Care Coordination Program for children in foster care in an amount not to exceed \$257,569 for the period January 1, 2011 through December 31, 2011 to be paid monthly pursuant to an approved budget and subject to appropriation

Authority is requested for the County of Westchester to enter into an agreement with Westchester Institute for Human Development ("WIHD") whereby WIHD will continue providing an Educational Care Coordination Program for children in foster care. The term of the proposed agreement will be for the period January 1, 2011 through December 31, 2011 in an amount not to exceed \$257,569 to be paid monthly pursuant to an approved budget and subject to appropriation. There has been no change in the not-to-exceed amount from that of 2010.

The public purpose of this program is to ensure that children placed into foster care receive timely, appropriate educational services, through their school districts, to meet their specific learning styles and educational needs.

The goals and objectives of this contract are:

- To ensure timely and seamless transition of appropriate educational services for children entering foster care from home school districts
- To ensure that during foster care placement, children continue to receive educational services to meet their learning needs
- To ensure that children transitioning from foster care to birth families or to adoptive placements receive timely and appropriate educational services
- To ensure appropriate documentation of these educational services in NY Connections System and medical records
- Obtain previous educational records from school districts

- Summarize the information and make recommendations to assist caseworkers and foster parents in obtaining appropriate school placements in a timely manner
- Advocate at school meetings for appropriate services
- Assist with educational planning throughout the foster care placement
- Assist with obtaining appropriate educational placements when children transition from foster care to homes or adoptive placements

The goals and objectives are in the best interest of the County as they are aimed at improving the effectiveness and efficiency of the services provided through the Department to the targeted population. The electronic educational record follows the child as he/she navigates the various stages of the foster care system as well as upon discharge, thus ensuring a seamless flow of information. WIHD staff is also responsible for the entry of appropriate and pertinent information into the state information system, Connections, thus playing an important role in helping DSS meet state mandates by maintaining current educational records and avoiding state penalties.

The goals and objectives are in the best interests of the County in terms of fiscal responsibility by advocating for children to receive appropriate educational services and supports deemed necessary, paid through the school system, whenever possible. Additionally, cost-savings will come from having the necessary information entered into Connections, timely, thus avoiding both state and federal sanctions (federally required data elements track through Connections).

The goals and objectives will be monitored using the performance measurement indicators developed by the Department and approved by the County Budget Office. The vendor 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. During the current contract period, DSS program staff maintained ongoing phone and face-to-face contact with the vendor and conducted regular site visits.

Based on the **Performance Measurement Indicators** reported as of October 31, 2010, the Department is able to report that WIHD is meeting targets and outcomes as stipulated by the contract and is on track to serving 100% contract capacity. As of October 31, 2010, WIHD has served 189 children and completed 131 educational summaries.

This agreement is exempt from the Westchester County Procurement Policy 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.

Accordingly, the County of Westchester is requesting authority to enter into an agreement with Westchester Institute for Human Development for the aforesaid purpose.

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

RESOLUTION

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

RESOLVED, that the County of Westchester is hereby authorized to enter into an agreement with Westchester Institute for Human Development (“WIHD”) whereby WIHD will operate an Educational Care Coordination Program for children in foster care, for the period January 1, 2011 through December 31, 2011, in an amount not to exceed \$257,569 payable 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 duly authorized designee is empowered to take such actions and execute such documents as may be necessary and appropriate to effectuate the purposes hereof.

Account to be Charged/credited

2011

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
101	22	8900	5960	-----	\$257,569

Budget Funding Year(s): 2011
(must match resolution)

Start Date: 01/01/2011

End Date: 12/31/2011

Funding Source

Tax Dollars: 41%
State Aid: 36%
Federal Aid: 23%
Other:

\$257,569
(must match resolution)