



Robert P. Astorino  
County Executive

Department of Social Services

Kevin M. McGuire,  
Commissioner

**30546**

Date: November 19, 2012

To: Board of Acquisition and Contract

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

Subject: Authority to enter into an Agreement with The Children's Village, Inc. for the provision of family-based casework and supportive services for families of children in foster care and whose child(ren) are placed in out-of-state and out-of-county residential settings and whereas such placements in those locations pose an obstacle towards the child's reunification with their families for the period January 1, 2013 through December 31, 2013 for an amount not to exceed \$119,629 to be paid monthly pursuant to an approved program budget and subject to appropriation

Authority is requested for the County of Westchester to enter into an agreement with The Children's Village, Inc. ("Children's Village") for the provision of family-based casework and supportive services for families of children in foster care and whose child(ren) are placed in out-of-state and out-of-county residential settings and whereas such placements in those locations pose an obstacle towards their reunification with their families for the period January 1, 2013 through December 31, 2013 for an amount not to exceed \$119,629 to be paid monthly pursuant to an approved budget (the "Agreement") and subject to appropriation .

The Westchester Out Of County Connection Program (WOCC), formally referred to as Westchester Out Of State (WOOS) operated through Children's Village began its service to youth and families in 2005. The WOCC program was designed to serve families with children who carry diagnoses of severe emotional, psychiatric, developmental and behavioral problems and are placed in out of state institutions and out of county institutions where the geographic location is deemed to be a barrier to permanency.

**This Agreement will serve a public purpose** by providing support services to families of children placed in out-of-state and out-of-county residential settings which would help in promoting the return of the child to the parent or caretaker. Under the terms of the Agreement, Children's Village will provide family-based casework and supportive services to the families of children who carry diagnoses of severe emotional, psychiatric, developmental and behavioral problems and are placed

in out-of-state and out-of-county residential settings which have specialized services not available in the State and to youth who are placed in in-state residential facilities whose location poses an obstacle towards their reunification with their families.

**The goals and objective of the Children's Village WOCC program are to:**

1. Help families prepare for the successful return of their child/children to their families/guardian and community
2. Service youth placed in out-of-state or out-of- county facilities, youth who are in hospital, incarcerated, on AWOL status and/or otherwise identified by DSS to be appropriate for this program. The **WOCC** will seek to step the youth down to a lower level of care in an in-state facility/program.
3. Reduce the length of out of state and out of county placement of youth who were previously deemed to require services that were not available in Westchester County. For children with a goal of Independent Living, Adoption or Adult Custodial Care, WOCC will monitor the child's progress and plan for the child's transfer in state or within Westchester County to an appropriate level of care.
4. Provide family visits & caseworker services to youth who are placed in out of state and in-state residential facilities whose location poses an obstacle towards their reunification with their families. The **WOCC** program will be the bridge between the child and the discharge resource, with the goal of strengthening the family relationship and expediting the reunification process.

**The goals and objectives are in the best interest of the County in terms of Health and Safety** in that the Children's Village WOCC program focuses on helping families prepare for the successful return of their child and maintain family stability so that the child is able to remain home without requiring further intervention from the court or DSS. WOCC will monitor the child's progress and plan for the child's transfer in state to an appropriate level of care.

**The goals and objectives are in the best interests of the County in terms of fiscal responsibility** in that these services prepare youth for a lower level of care and for eventual return to family which in turn would reduce the cost associated with such placements.

**The goals and objectives will be tracked and monitored** using the performance measurement indicators developed by the Department and approved by the County Budget Office. The program office will be responsible for setting the milestones and tracking their achievements, by reviewing the performance reports furnished by the vendor and making site visits.

**Based on the Performance Measurement Indicators, the Department is able to report** that Children's Village WOCC program has served over 100% of contracted capacity at close of the third quarter 2012.

This Agreement is exempt from the Westchester County Procurement Policy pursuant to Section 3(a) xviii of thereof.

An appropriate resolution is attached herewith 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 is hereby authorized to enter into an agreement with The Children's Village, Inc. for the provision of family-based casework and supportive services for families of children in foster care and whose child(ren) are placed in out-of-state and out-of-county residential settings and whereas such placements in those locations pose an obstacle towards their reunification with their families for the period from January 1, 2013 through December 31, 2013 for an amount not to exceed \$119,629 to be paid on a monthly basis pursuant to an approved budget (the "Agreement"); and be it further

**RESOLVED**, that this contract 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 the 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 documents, necessary and appropriate, to effectuate the purpose hereof.

Account to be  
Charged/Credited

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
2013	101	22	8900	5880	-----	\$119,629

Budget Funding Year(s): 2013      Start Date: 1/1/13      End Date: 12/31/13  
(must match resolution)

Funding Source                      Tax Dollars: 32 %  
   State Aid: 39 %  
**\$119,629**                              Federal Aid: 29 %  
(must match resolution)            Other: