



Robert P. Astorino  
County Executive

Department of Social Services

Kevin M. McGuire  
Commissioner

**50559**

**DATE:** January 15, 2016

**TO:** Board of Acquisition and Contract

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

**RE:** Resolution authorizing the County of Westchester to enter into an agreement with the Westchester Institute for Human Development for the provision of services relating to training, education, technical assistance and applied research to individuals with disabilities and their families and vulnerable children for the period from January 1, 2015 through March 31, 2018 for an amount not to exceed \$ 4,395,116 (“Agreement”).

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Authority is requested to enter into an agreement with the Westchester Institute for Human Development (“WIHD”) whereby WIHD will provide services relating to training, education, technical assistance and applied research to individuals with disabilities and their families and vulnerable children in the County of Westchester for the period from January 1, 2015 through March 31, 2018 (the “Initial Term”). The Agreement shall thereafter automatically renew for an additional two (2) year term (the “Two Year Renewal”) if the related sublease agreement between the County and WIHD is renewed. If the sublease is not renewed, this Agreement shall terminate.

If the sublease is renewed for the Two Year Renewal, the sublease, and likewise this Agreement, shall thereafter automatically renew for an additional five (5) year term through December 31, 2024, unless either party to the sublease notifies the other party in writing, at least one hundred eighty (180) days prior to the end of the Two Year Renewal that it does not wish to renew the sublease. In the event such notice of non-renewal is given in such 180 day period, the sublease agreement, and likewise this agreement, will terminate at the end of the Two Year Renewal.

WIHD is the only organization which specializes in providing services relating to training, education, technical assistance and applied research to individuals with disabilities and their families and vulnerable children in the County of Westchester. WIHD shall among other things: (i) offer training activities on a variety of disability and advocacy related topics that affect families, children and adults with intellectual and developmental disabilities; (ii) provide support and

services to individuals with special needs and their families from birth to pre-school, throughout the school-age years and into the adult world of higher education and employment; and (iii) develop and disseminate educational materials, newsletters and regular communication about emerging topics to promote best practice is service provision to individuals with disabilities and their families. For these services the County will pay WIHD an amount not to exceed \$ 4,395,116 to be paid quarterly pursuant to an approved budget.

On December 13, 2004, the Board of Legislators approved Local Law No. 22-2004 which authorized the County to enter into subleases with WCHCC and the Institute. As Cedarwood Hall is included in the Premises as defined by the Restated and Amended Lease Agreement between the County and WCHCC dated December 30, 1998, WCHCC subleases that portion of Cedarwood Hall used by the Institute to the County ("2005 WCHCC Agreement") and the County in turn subleases the same space to the Institute ("2005 WIHD Agreement"). Pursuant to Local Law Intro. No. 8591-2015, approved by the Board of Legislators on November 9, 2015, authorization was granted for this arrangement to continue uninterrupted and enables the Institute to get the best possible Medicaid reimbursement rates. Your Honorable Board approved the resolution authorizing the sublease amendments on December 17, 2015. Additionally, the County and WIHD on or about June 27, 2005 entered into an agreement whereby WIHD provided services relating to clinical programs, training, education, technical assistance and applied research to individuals with disabilities and their families. That agreement expired December 31, 2014.

Due to its long-standing relationship with the Department, WIHD is in a most advantageous position to provide these services. WIHD has gained extensive working knowledge of the Department's programs and policies and understands the need for a comprehensive educational coordination program.

A resolution exempting this Agreement from the operation of the Westchester County Procurement Policy has been submitted under separate cover and should be acted on before your Honorable Board considers the attached resolution.

A resolution requesting authorization to enter into this Agreement is attached for your approval.

KMM/PG/tsa

# 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 agreement with the Westchester Institute for Human Development (“WIHD”) whereby WIHD will provide services relating to training, education, technical assistance and applied research to individuals with disabilities and their families and vulnerable children in the County of Westchester for the period from January 1, 2015 through March 31, 2018 for an amount not to exceed \$4,395,116 to be paid quarterly pursuant to an approved budget (“Agreement”); and be it further

**RESOLVED**, that this Agreement shall thereafter automatically renew for an additional two (2) year term (the “Two Year Renewal”) if the related sublease agreement between the County and WIHD is renewed. If the sublease is not renewed, this Agreement shall terminate; and be it further

**RESOLVED**, that if the sublease is renewed for the Two Year Renewal, the sublease, and likewise this Agreement, shall thereafter automatically renew for an additional five (5) year term through December 31, 2024 unless either party to the sublease notifies the other party in writing, at least one hundred eighty (180) days prior to the end of the Two Year Renewal, that it does not wish to renew the sublease. In the event such notice of non-renewal is given in such 180 day period, the sublease agreement, and likewise this Agreement, will terminate at the end of the Two Year Renewal; 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 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

	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
2015	101	22	8900	5650		\$1,265,654
2016	101	22	8900	5650		\$1,390,872
2017	101	22	8900	5650		\$1,390,872
2018	101	22	8900	5650		\$347,718

Budget Funding Years: 2015--18 Start Date: 1/1/15  
 (must match resolution)

End Date: 3/31/18

Funding Source  
\$4,395,116

(must match resolution)

Tax Dollars:

State Aid: 50%

Federal Aid: 50%

Other:

APPROVED BOARD OF ACQUISITION & CONTRACT - 02/11/2016 - LISA M. SECRETARY