



Kenneth W. Jenkins  
County Executive

Department of Social Services

Leonard G. Townes  
Commissioner

111156

Date: May 16, 2025

To: Honorable Members of the Board of Acquisition and Contract

From: Leonard G. Townes, Commissioner  
Department of Social Services

Subject: Authority to exercise the second of the County's five (5) options to renew an agreement with the Westchester Institute for Human Development for the provision of pediatric medical services for children placed in DSS foster care by extending the contract term from April 1, 2025 through March 31, 2026 and by increasing the not-to-exceed amount thereunder by an additional \$530,065 to compensate WIHD for services rendered during the renewal term.

---

Pursuant to an RFP issued by the Department of Social Services (the "Department") on December 16, 2022 and by a resolution approved on March 16, 2023 (the "March 16<sup>th</sup> Resolution"), your Honorable Board authorized the County of Westchester (the "County"), acting by and through the Department, to enter into an agreement (the "Agreement") with the Westchester Institute for Human Development ("WIHD"), pursuant to which WIHD would provide pediatric medical services to children placed in DSS foster care for a term commencing on April 1, 2023 and continuing through March 31, 2024 for an amount not to exceed \$500,000, payable monthly in accordance with an approved budget. The March 16<sup>th</sup> Resolution further authorized the County, at its sole option, to renew the Agreement for up to five (5) additional one (1) year terms, payable in accordance with the budgets submitted by WIHD in its proposal. The Agreement was subsequently executed.

By resolution approved on April 18, 2024, your Honorable Board authorized the County to exercise the first of its five (5) one (1) year renewal options under its Agreement with WIHD for the provision of pediatric medical services to children placed in DSS foster care, by extending the contract term from April 1, 2024 through March 31, 2025, for an amount not to exceed \$514,795, payable pursuant to an approved budget for the 2024-2025 option period submitted by WIHD in its proposal (the "First Amendment"). The First Amendment was subsequently executed.



The County now seeks to exercise the second of its five renewal options under the Agreement to extend the term thereof for an additional one (1) year period. Accordingly, authority is respectfully requested for the County to exercise the second of its five (5) one (1) year renewal options under its Agreement with WIHD for the provision of pediatric medical services to children placed in DSS foster care, by extending the contract term from April 1, 2025 through March 31, 2026 (the "Second Renewal Period"). In consideration for services to be rendered during the Second Renewal Period, WIHD shall be paid an amount not to exceed \$530,065, pursuant to the approved budget for the 2025-2026 option period submitted by WIHD in its proposal (the "Second Amendment"; DSS6044-B-23).

Except as specifically amended hereby, all remaining terms and conditions set forth in the Agreement, as amended, shall remain in full force and effect.

It should be noted that the County, acting by and through the Department, and in accordance with the applicable Federal regulations, attempted to perform a cost analysis of the costs for the County's second renewal option under the Agreement. Outreach was made to multiple pediatric offices, both small private groups and large groups. However, despite these efforts, no responses were received.

This contract will serve a public purpose by promoting the safety of children by meeting the medical service needs of children in foster care in the County of Westchester. Furthermore, foster parents have access to a clinic that is specialized and sensitive to the needs of the children in foster care. By having 24 hours / 7 days a week access to the medical providers' caring for the children in foster care, the Department will be able to maintain a comprehensive health history for the children as they enter care, while they are in care, as well as, at the point of discharge. The availability of same day medical services reduces the trauma to children entering foster care and while in foster care. In the absence of this service, many of the children would be required to go to an emergency room.

The goals and objectives of this contract are to provide children currently in foster care with accessible medical services. WIHD will provide on-call services 24 hours per day, 7 days per week. WIHD will also provide evening pediatric office hours to children in foster care and children on trial discharge from foster care who are attending school.

Services provided to foster care children include, but are not limited to, the following:

- Routine physical exams and immunizations
- Lab testing
- Nutritional assessments and counseling
- Developmental screenings
- Assessments for signs of abuse
- Referral to other physicians as necessary
- Ongoing care for sick children
- Testing at birth as state mandated

- Routine immunizations as required by NY State Law
- Coordination of specialty care appointments needed by children in family foster care
- Preparation of detailed, comprehensive health histories and health care plans for children in family foster care
- Basic assessment of dental care needs and referral to a dental clinic unless the child already has a community dentist
- Pre-screening for hearing problems at placement
- Education, support and guidance for foster parents concerning health or behavioral issues of children in their care
- Data collection and entry into the NYS CONNECTIONS system in compliance with NYS regulations

The goals and objectives are in the best interest of the County in terms of public health because services provided by this contract will help to ensure that each child coming into foster care will have their needs and conditions evaluated and properly treated, if needed. Initial assessment for children coming into foster care is critical in order to quickly identify complicated, serious physical health, mental health, or developmental problems. Furthermore, prevention strategies recommended and implemented by the Pediatrician may help to lessen the ill effects of neglect and abuse.

The goals and objectives are in the best interest of the County in terms of public safety because comprehensive assessments performed by the pediatrician allow for more detail knowledge of the child's physical and mental health, thereby, giving the Department the best recommendations of placements for each child, as well as, recommendations for the best treatment plan for each child, if required.

The goals and objectives are in the best interest of the County in terms of fiscal responsibility because the Department is able to place children at the appropriate level of care as recommended by the pediatrician, as well as, to assist in the development of permanency planning for each child in foster care.

The goals and objectives as stated in the resolution will be tracked and monitored through the application of performance measures as stipulated in the contract developed by the Department and approved by the County Budget Office. The Department will also review periodic reports submitted by WIHD and make onsite visits. The program office will be responsible for establishing milestones and tracking achievements.

Accordingly, authority is requested for the County of Westchester to exercise the second of its five (5) options to renew the Agreement with WIHD for an additional one (1) year term for the above stated purposes.

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

LGT/TML/jpg  
Att.

## RESOLUTION

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

RESOLVED, that the County of Westchester is hereby authorized to exercise the second of its five (5) renewal options under its agreement with the Westchester Institute for Human Development ("WIHD") for the provision of pediatric medical services to children placed in DSS foster care (the "Agreement"), by extending the contract term from April 1, 2025 through March 31, 2026 and by increasing the not-to-exceed amount thereunder by an additional \$530,065 (DSS6044-B-23), payable pursuant to an approved budget, to compensate WIHD for services rendered during the renewal term; and be it further

RESOLVED, that the County, at its sole option, may renew the Agreement with WIHD for up to three (3) additional one (1) year terms payable in accordance with the budgets proposed by WIHD in its proposal for the option years; and be it further

RESOLVED, that except as specifically amended hereby, all remaining terms and conditions set forth in the Agreement shall remain in full force and effect; and be it further

RESOLVED, that this contract 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 execute all instruments and take all actions necessary to implement this Resolution.

Initial Agreement	\$ 500,000
First Amendment	514,795
<u>This Second Amendment</u>	<u>530,065</u>
Total Aggregate	\$1,544,860

**1. Account to be Charged/Credited:**

	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
2025	101	22	8900	5650		\$397,548.75
2026	101	22	8900	5650		\$132,516.25

- 2. Budget Funding Year(s):** 2025-2026  
 Start Date: April 1, 2025 End Date: March 31, 2026  
 (must match resolution)

**3. Funding Source:**

Federal	50%	CFDA#(s)	N/A		
State	50%	State ID#(s)	N/A		
Operating/ Tax Levy	0%				
Capital	N/A				

- 4. Total NTE:** \$530,065  
 (must match resolution)