



12168

Robert P. Astorino
County Executive

Department of Social Services

Kevin P. Mahon
Commissioner

Date: June 4, 2010

To: Honorable Board of Acquisition and Contract

From: Kevin P. Mahon
Commissioner, Department of Social Services

Re: Authority to enter into an agreement with the North American Family Institute (“NAFI”) pursuant to which NAFI will run a residential step-down program that will provide intensive pre-placement services for Westchester’s hardest to place youth who are transitioning from out-of-state residential facilities into lower level foster care in state, for the period July 1, 2010 through June 30, 2011 for an amount not-to-exceed \$85,000 to be paid pursuant to an approved budget and subject to appropriation.

Authority is respectfully requested for the County of Westchester, acting by and through its Department of Social Services (the “Department”), to enter into an Agreement with the North American Family Institute (“NAFI”) pursuant to which NAFI will run a residential step down program that will provide intensive pre-placement services for Westchester’s hardest to place youth who are transitioning from out-of-state residential facilities into lower level foster care in state, for the period July 1, 2010 through June 30, 2011, for an amount not-to-exceed \$85,000 to be paid pursuant to an approved budget and subject to appropriation. The Program office was successful in negotiating a lower not to exceed amount with the vendor as a result of a reduction in the number of youth placed in out of state residential facilities. This reduction in the not to exceed amount will not affect the delivery of services to the targeted population. The current contract is for a fifteen (15) months period for an amount not to exceed \$156,378. The new contract will be for twelve (12) months for an amount not to exceed \$85,000. There will be an annualized cost savings of \$40,102 with the reduction in the not to exceed amount under the new agreement. The reductions are mainly in the area of personnel and transportation expenses.

The Pre-Placement Services Contract works with youth who have traditionally been deemed ineligible for community level of care due to the degree of risk they have presented to the community or the level of risk they have

presented to themselves. The Pre-placement Services Contract supports the intense preparation and gradual introduction of the youth into the community – two important components that ensure that the youth transitions from the high structure of the residential facility to “already-waiting” structured activities in the community; that a viable educational plan that meets the youth’s emotional and behavioral needs is already in place; that the Clinical team has been able to formulate a thorough assessment of the youth’s safety, service and mental health needs and; that NAFI has a solid assessment of the prospective foster family’s abilities to meet the youth’s needs.

This program targets adolescent boys and girls between the ages of 12 and 18 (and up to 21 if the youth chooses to stay in care) who are returning from residential settings. Some of the youth have histories of adjudication for sexually aggressive or fire setting behaviors, as well as complex mental and behavioral health disorders and an array of diagnostic conditions including, but not limited to, Post Traumatic Stress Disorder, Attention Deficit Hyperactivity Disorder, Major Affective Disorder and Oppositional Defiance, Bipolar Disorder, Anxiety Disorders and Psychotic Disorders. Additional problems, which might be concomitant with the psychiatric disorder, include medical problems such as diabetes and asthma, aggressive behaviors, a past history of fire-setting behaviors, abuse reactive sexualized behaviors and learning disabilities

The services provided pursuant to this Agreement will serve a **public purpose** by ensuring safety, well being and permanency for the hardest to place youth from institutions into a family foster home setting.

The goals and objectives of the Agreement are to safely transition youth into the community (in a Westchester Wraparound Therapeutic Foster Home) and secure appropriate school placement, recreational activities, mental health services and or any other services that are of specific interest to the youth in order to handle the youth’s emotional and physical needs.

The goals and objectives are in the best interests of the County in terms of health and safety because by attentively transitioning youth back into the community we ensure the safety of the child and the community. Careful youth and foster parent matches result in reduced trauma as each foster parent must be committed to care for the child before placement. Furthermore, this contract is in line with Westchester County’s goal to return the maximum number of youth from out -of- state residential institutions back to Westchester communities, while ensuring their health and well being by providing them with the support services that they need.

The goals and objectives are in the best interest of the County in terms of fiscal responsibility because services provided through this contract will allow the youth to step down to a lower level of care, from institutional care to family foster care resulting in cost savings for the County. Out-of-state residential care can cost up to \$627.00 per day per child that can translate to an annualized cost for residential care of up to \$228,855 per child. Additionally, annual educational costs for these children can be as high as \$91,920.00 per child. The total cost of out-of-state residential care can be up to \$320,775 per child per year. The cost of stepping down one child will offset the cost of this program. Each additional child continues to create savings.

Once the child is stepped down into an in-state NAFI foster home, the cost of foster care in a NAFI foster family is \$230 per day per child which translates into an annualized foster care cost of \$83,950 per child. The children attend public schools in the community so there are no additional educational costs involved. In the first year of operation, NAFI has been able to step down 3 children from out-of-state residential facilities into in-state NAFI foster homes.

If this resolution were not approved, there would be negative consequences for taxpayers because the youth will likely remain in costly out-of-state residential facilities for a longer period of time. This will create delays in the youth transitioning back to their communities and assimilating successfully into the society.

The goals and objectives of this agreement will be tracked and monitored to evaluate success using the performance measurement indicators developed by the Department and approved by the County Budget Office. They include, but are not limited to the review of monthly reports submitted by the vendor and making onsite visits.

Based on the **Performance Measurement Indicators** from April 1, 2009 through April 30, 2010, the Department is able to report that NAFI worked with 16 youth and was successful in stepping down 3 youth to lower levels of in-state foster care.

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

Accordingly, I most respectfully recommend the adoption of the annexed Resolution.

APPROVED BOARD OF ACQUISITION & CONTRACT ADMINISTRATION
PRIMARY VENDOR SECRETARY

RESOLUTION

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

RESOLVED, that the County of Westchester, acting by and through its Department of Social Services, is authorized to enter into an agreement with the North American Family Institute (“NAFI”), pursuant to which NAFI will run a residential step down program that will provide intensive pre-placement services for Westchester’s hardest to place youth who are transitioning from out-of-state residential facilities into lower level foster care in-state for the period July 1, 2010 through June 30, 2011 for an amount not-to-exceed \$85,000 pursuant to an approved budget (the “Agreement”); and be it further

RESOLVED, that the Agreement is subject to County appropriations; and be it further

RESOLVED, the Agreement also subject to further financial analysis of the impact of the New York State Budget (“State Budget”) proposed and adopted during the term of the contracts. Each of the contracts shall contain a provision that 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 the 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 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 firm, then the firm shall have the right to terminate the Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to take such action and execute such documents as may be necessary and proper to effect the purposes hereof.

Charged/Credited

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2010	101	22	8900	5880	-----	\$42,500
2011	101	22	8900	5880	-----	\$42,500

Budget Funding Year(s) 2010-11 Start Date: 07/01/10 End Date: 06/30/11
 (must match resolution)

Funding Source Tax Dollars: 41%
 State Aid: 36%
\$85,000 Federal Aid: 23%
 (must match resolution) Other:

APPROVED BOARD OF ACQUISITION & CONTRACT - 7-1-2010 - JOMARY VIEIRA, SECRETARY