

Robert P. Astorino
County Executive

Department of Social Services

Kevin M. McGuire
Commissioner

20666

Date: July 6, 2011

To: Board of Acquisition and Contract

From: Kevin M. McGuire
Commissioner
Department of Social Services

Subject: Authority to amend an agreement with the Westchester Institute for Human Development (“WIHD”) for the provision of medical services to both foster children and children post-discharge from Westchester County foster parents in an amount not to exceed \$197,011 to be paid monthly pursuant to an approved budget and subject to appropriation for the period April 1, 2011 through March 31, 2012, by authorizing WIHD to subcontract with Night Nurse, LLC for the provision of nurse triage during the night shift and to revise the contract budget to reflect the amount payable to the subcontractor, effective upon execution of the Amendment

By resolution approved on February 17, 2011, your Honorable Board authorized the County of Westchester (the “County”), acting by and through the Department of Social Services (the “Department”), to enter into an agreement (the “Agreement”) with the Westchester Institute for Human Development (“WIHD”), pursuant to which WIHD provided medical services to both foster children and children post-discharge from Westchester County foster parents as part of a comprehensive support program, for a term commencing April 1, 2011 and continuing through March 31, 2012 for an amount not-to-exceed \$197,011, payable monthly in accordance with an approved budget. The Agreement was subsequently executed.

WIHD originally indicated the need to subcontract during the request for proposal process; however, this request was not initially included in the resolution to contract with WIHD. The Department has determined that it will be necessary for WIHD to subcontract with Night Nurse, LLC to provide nurse triage during the night shift. Accordingly, authority is requested to amend the agreement with Westchester Institute for Human Development (“WIHD”) for the provision of medical services to both foster children and children post-discharge from Westchester County foster parents in an amount not to exceed \$197,011 to be paid monthly pursuant to an approved budget and subject to appropriation for the period April 1, 2011 through March 31, 2012, by

authorizing WIHD to subcontract with Night Nurse for the provision of nurse triage during the night shift and to revise the contract budget to reflect the amount payable to the subcontractor, effective upon the execution of the Amendment. The amount payable to the sub-contractor is to be determined.

It should be noted that the 11 member Proposal Review Team was canvassed and the majority of the Review Team did not deem the proposed subcontract to constitute a material change to the Agreement, nor would they have changed their minds from selecting WIHD had they known about it during the review process. It should be further noted that the proposed amendment will not change the total cost of the contract to the County.

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

This contract serves 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' care 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. The Vendor will provide on-call services 24 hours per day, 7 days per week. The vendor will also provide evening pediatric office hours to children in foster care and children post-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 the Vendor and make onsite visits. The program office will be responsible for establishing milestones and tracking the Vendor's achievements.

Accordingly, authority is requested for the County of Westchester to enter into an Agreement with Westchester Institute for Human Development ("WIHD") for the above said purpose.

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

RESOLUTION

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

RESOLVED, that the County of Westchester is hereby authorized to amend an agreement with Westchester Institute for Human Development (the "Agreement") to provide medical services for both foster children and children post-discharge from foster care for the period April 1, 2011 through March 31, 2012 for an amount not to exceed \$197,011 to be paid monthly pursuant to an approved budget, by authorizing WIHD to subcontract with Night Nurse, LLC for the provision of nurse triage services during the night shift and to revise the contract budget to reflect the amount payable to the subcontractor; and be it further

RESOLVED, that the amendment to the Agreement shall become effective upon execution; and be it further

RESOLVED, that except as specifically amended hereby, all remaining terms and conditions of the Agreement shall remain in full force and effect; 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.

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
N/A	N/A	N/A	N/A	N/A	N/A

Budget Funding Year(s): N/A
(must match resolution)

Start Date: upon execution End Date: 03/31/12

Funding Source Tax Dollars: N/A

State Aid: N/A

\$N/A Federal Aid: N/A
(must match resolution)

Other: N/A