

George Latimer
County Executive

Department of Social Services

John Befus
Acting Commissioner

82026

DATE: January 19, 2021

TO: Honorable Members of the Board of Acquisition and Contract

FROM: John Befus, Acting Commissioner
Department of Social Services

SUBJECT: Resolution authorizing the County of Westchester to: 1) enter into agreements with eight (8) licensed consultants as listed in Schedule "A" to provide psychological testing and evaluations, psychiatric evaluations, sibling consults, fire setting evaluations, safety assessments, court ordered psychotherapy, functional capacity assessments to uninsured or under insured parents and children as well as vulnerable adults upon referral from the Department's Child Protective Services, Preventive Services, Foster Care Services as well as Protective Services for Adults Programs to be paid at rates listed in Schedule "B" for the period from January 1, 2021 through December 31, 2021; and 2) enter into an agreement with Contreras Translation and Interpretation Services, Inc. to provide translation and interpretation services in related cases, if and when required, to be paid at rates listed in Schedule "B-1" for the period from January 1, 2021 through December 31, 2021. The total aggregate amount payable under all of the above referenced agreements shall not to exceed \$350,000.

Authorization is requested for the County of Westchester ("County") acting by and through its Department of Social Services ("the Department") to: 1) enter into agreements with eight (8) licensed consultants as listed in Schedule "A" (the "Consultant Agreements") to provide psychological testing and evaluations, psychiatric evaluations, sibling consults, fire setting evaluations, safety assessments, court ordered psychotherapy, functional capacity assessments to uninsured or under insured parents and children as well as vulnerable adults upon referral from the Department's Child Protective Services, Preventive Services, Foster Care Services as well as Protective Services for Adults Programs to be paid at rates listed in Schedule "B" for the period from January 1, 2021 through December 31, 2021; and 2) enter into an agreement with Contreras Translation and Interpretation Services, Inc. (the "Contreras Agreement") to provide translation and interpretation services in related cases, if and when required, to be paid at rates listed in Schedule "B-1" for the period from January 1, 2021 through December 31, 2021.

In consideration for services to be rendered under both the Consultant Agreements and the Contreras Agreement, the County shall pay the vendors a total aggregate amount not exceed \$350,000, payable at approved hourly rates.

All consultants are paid at an hourly rate for the actual time spent in reviewing records, interviews, conferences, interpreting test results and preparation of reports. The consultants shall be available at the request of the County Attorney, to testify in Family Court or other related proceedings as to the consultant's evaluative findings and/or assessment of therapeutic progress. The consultants will be compensated for such time and appearance required by the Department.

The contracts with the licensed consultants will serve a **public purpose** by testing and evaluating children and adults who are the subject of abuse and neglect in order to assist the Department and the Family Court decide what is in the best interest of these vulnerable children and adults.

The **goals and objectives of these contracts** are to provide testing and evaluations to parents and child(ren) who have been subjects of Child Protective Service reports, and families in which at least one child is at risk of foster care placement or, in which at least one child has been placed in foster care. The services provided by the consultants allow for interventions that promote the psychological and physical well-being of the child(ren) and/or parent(s) in order for families to safely maintain their children at home. Evaluation services provided to individuals served under the Protective Services for Adults Program focus on assessing competency in activities necessary to daily living in order to help identify the level of care needed by an individual.

The **goals and objectives are in the best interest of the County in terms of public health and public safety** because they are aimed at providing clinical evaluations of the children and parents referred to the consultants. These evaluations help the Department to identify the mental health and/or developmental problems of the children and parents and make appropriate referrals which in turn help to reduce the risk of abuse, neglect or maltreatment and focus on the ability of the parent(s) or guardian(s) to provide a safe and nurturing home environment. These evaluations will also promote the safety of individuals served under the Protective Services for Adults Program as well.

The **goals and objectives are in the best interest of the County in terms of fiscal responsibility** in that the services provided by the consultant assist the Department in determining the appropriate level of services needed by the children and families, thereby helping to avert costly out of home placements. Further, since the services will be provided at an hourly rate, payments will be made for the actual time the consultants spend on each case which in turn would result in more accountability on the part of the Department and the consultants.

The **goals and objectives will be tracked and monitored using performance measurement indicators developed by the Department.** They include feedback from District Office staff as well as the review of monthly performance reports submitted by the consultants. The Department is able to report that the consultants have met the established milestones set forth in the Scope of Work and the Program staff is satisfied with the outcomes.

The Consultant Agreements are exempt from the Westchester County Procurement Policy and Procedures pursuant to Sections 3(a) vii and viii. A separate resolution seeking authority to exempt the procurement of a contract with Contreras Translation and Interpretation Services, Inc. based on “best-interests” of the County is being submitted with even date.

It should be noted that these contracts are not subject to the competitive procurement requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (formerly, the Grants Management Common Rule) as the federal funding for this program falls under Social Services Block Grant.

Accordingly, the County of Westchester is hereby requesting authority to enter into agreements with the consultants as described above.

An appropriate resolution requesting your Honorable Board’s approval is attached herewith.

APPROVED BOARD OF ACQUISITION & CONTRACTS 02/11/2021 - USM/BJA/SECRETARY

RESOLUTION

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

RESOLVED, that the County of Westchester (the "County") acting by and through its Department of Social Services, is hereby authorized to enter into an agreement with eight (8) licensed consultants as listed in Schedule "A" (the "Consultant Agreements") to provide psychological testing and evaluations, psychiatric evaluations, sibling consults, fire setting evaluations, safety assessments, court ordered psychotherapy, functional capacity assessments to uninsured or under insured parents and children as well as vulnerable adults upon referral from the Department's Child Protective Services, Preventive Services, Foster Care Services as well as Protective Services for Adults Programs to be paid at rates listed in Schedule "B", attached hereto, for a term commencing on January 1, 2021 and continuing through December 31, 2021; and be it further

RESOLVED, that the County is hereby authorized to enter into an agreement with Contreras Translation and Interpretation Services, Inc. (the "Contreras Agreement") to provide translation and interpretation services in related cases, if and when required, to be paid at rates listed in Schedule "B-1", attached hereto, for a term commencing on January 1, 2021 and continuing through December 31, 2021; and be it further

RESOLVED, that the total aggregate amount payable under both the Consultant Agreements and the Contreras Agreement shall not exceed the aggregate sum of \$350,000, payable at approved hourly rates; and be it further

RESOLVED, that these agreements are 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 take such action and execute such documents as may be necessary and proper to effectuate the purposes hereof.

Account to be charged/credited:

	FUND	DEPT	Major Program, Program & Phase, Or Unit	Object/ Sub- Object	Trust Account	Dollars
2021	101	22	8900	5960		\$350,000

Budget Funding Year(s): 2021 **Start Date:** 1/1/2021 **End Date:** 12/31/2021
(must match resolution)

Funding Source: Tax Dollars: 49%
\$350,000 State Aid: 30%
(must match resolution) Federal Aid: 21%

APPROVED BOARD OF ACQUISITION & CONTRACTS - 02/11/2021 - LISA MERRILL, SECRETARY

SCHEDULE "A"

LIST OF LICENSED CONSULTANTS

CONSULTANT NAME

VENDOR #

- | | |
|--|------------------|
| 1. Carol Chu, Ph. D. | To Be Determined |
| 2. Diagnostics, LLP | 715133 |
| 3. Empire State Forensics, LCSW P.C. | 738820 |
| 4. Juanita Guerra, Ph.D. | 732257 |
| 5. Julie Y. Low, M.D. | 729191 |
| 6. Elizabeth Osborn, Ph.D. | 999005 |
| 7. Westchester Institute for Human Development | 722302 |
| 8. Westchester Jewish Community Services, Inc. | 995101 |

APPROVED BOARD OF ACQUISITION & CONTRACT - 02/11/2021 - LISA MENAJ, SECRETARY

SCHEDULE "B"

**CHILD WELFARE CONSULTANT SERVICE
FEE SCHEDULE**

(Aggregate Not-To-Exceed for all Consultant Contracts (NTE) \$350,000)

01/01/2021 - 12/31/2021

I.	Psychiatric Evaluation		\$157.50 per hour
II.	Psychological Testing and Evaluation		\$175.00 per hour (not to exceed \$880.00 for standard battery of tests and \$1,320.00 for extended battery of tests)
III.	Fire-setting Evaluation		\$795.00 per evaluation
IV.	Forensic Mental Health Assessment		\$94.50 per hour (not to exceed \$945.00 for a battery of tests)
V.	Psychotherapeutic Treatment	by Psychiatrist	\$157.50 per hour
		by other	\$78.75 per hour
		by Trauma Specialist	\$45.00 per hour
VI.	Consultation (Sibling Placement)		\$78.75 per hour
VII.	Chemical Dependency Evaluation and/or Treatment		Rate established by Medicaid
VIII.	Psychosexual Risk Assessment		\$1,500.00 per evaluation
IX.	Sex Abuse Validations		\$200.00 per hour
X.	Sex Offender Assessment		\$3,000.00 per assessment
XI.	Sexually Exploited Minor Evaluations		
	• Full Assessment		\$1,850.00 per assessment
	• Full Assessment w/ Personality Testing		\$2,150.00 per assessment
	• Translation Service		\$150.00 per hour
XII.	WIHD Comprehensive Family Assessment		\$3,000.00 per assessment
XIII.	Parent/Child Comprehensive Assessment		\$1,875.00 per assessment
XIV.	Contreras Translation & Interpretation Services Inc.		See Schedule "B1"
XV.	No Show Rate for Psychiatric Evaluation		\$157.50 for the first hour only

XVI. No Show Rate for Psychological Testing and Evaluation \$110.00 for the first hour only

XVII. Court Appearance

Psychologist	\$385.00	half day*
Psychologist	\$770.00	full day**
Psychologist Record Review/Prep Time	\$110.00	per hour
Psychologist Telephone Conference	\$110.00	per hour
Psychiatrist	\$551.25	half day*
Psychiatrist	\$1102.50	full day**
Psychiatrist Record Review/Prep Time	\$157.50	per hour
Psychiatrist Telephone Conference	\$157.50	per hour
Tolls	Receipted amount	
Mileage	56 cents	per mile
Forensic Mental Health Assessment	\$472.50	half day*
Forensic Mental Health Assessment	\$945.00	full day**
Forensic Mental Health Assessment Record Review/Prep Time	\$94.50	per hour
Forensic Mental Health Assessment Telephone Conference	\$94.50	per hour

Reimbursement for travel expenses will be calculated on a per mile basis at the standard IRS rate. Mileage will be reimbursed for travel to and from the Consultant's office to designated location (i.e. Court).

*Half day is equivalent to 3.5 hours.

**Full day is equivalent to 7 hours.

SCHEDULE "B1"

**CONTRERAS TRANSLATION AND INTERPRETATION SERVICES, INC.
FEE SCHEDULE**

(Aggregate Not-To-Exceed for all Consultant Contracts (NTE) \$350,000)

01/01/2021 - 12/31/2021

SPANISH	\$65.00 per hour – Min 2 hours
FRENCH, GERMAN, GREEK, ITALIAN, POLISH, PORTUGUESE	\$100.00 per hour – Min 2 hours
ALBANIAN, ARABIC, CREOLE, HEBREW	\$120.00 per hour – Min 2 hours
JAPANESE, KOREAN, CHINESE (CANTÓNESE, MANDARÍN, ETC.)	\$125.00 per hour – Min 2 hours
INDIAN: (Bengali, Gujurati, Hindi, Malayalam, Punjabi, Tamil, Telugu)	\$125.00 per hour – Min 2 hours
AFRICAN (Mandingo, Fulani)	\$125.00 per hour – Min 2 hours

Court Appearance: Hourly rate up to a half day* then per hour thereafter

*Half day is equivalent to 3.5 hours

CANCELLATION POLICY:

For no shows and failure to adhere to the 24-hour notice for cancellation, Consultant will charge a 2-hour fee for the scheduled translation service.