May 30, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

REQUEST TO APPROVE FORM AMENDMENTS TO EXTEND CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND TREATMENT PROGRAM SERVICES AB 1733/AB 2994 CONTRACTS (ALL SUPERVISORIAL DISTRICTS) - (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Form Amendment for Firm Fixed Price (Fee) contracts (Attachment A) and the Form Amendment for Cost Reimbursement (Line Item) contracts (Attachment B) to extend the contracts for Child Abuse and Neglect, Prevention, Intervention and Treatment Services AB 1733/AB 2994 (CAPIT) for two additional years, July 1, 2006 through June 30, 2008.

2. Delegate authority to the Director of the Department of Children and Family Service (DCFS), or his designee, to execute the Form Amendments with the agencies and in the amounts listed on Attachment C. The cost of the two-year extension is $10,347,948 and will be financed 100% using State and birth certificate fee revenue. Sufficient funding is included in the FY 2006-07 Proposed County Budget.
PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of extending these contracts is to facilitate a combined Request for Proposals (RFP) solicitation for CAPIT, Family Support (FS), Adoption Promotion and Support Services (APSS), and Family Preservation (FP) services which is planned for release in mid 2007. The current FS, FP, and APSS contracts expire on June 30, 2008, and the current CAPIT contracts expire on June 30, 2006. The proposed contract amendments will align the CAPIT, FS, FP and APSS contract expiration dates.

The integration of solicitations will combine existing services, eliminate the potential for duplication of services, reduce solicitation costs, and allow these services to begin and end at the same time.

Additionally, extension of the existing CAPIT contracts provides DCFS with additional time to: develop the new CAPIT statement of work and the corresponding framework to address this continuum of services; receive input from the community; and align the service delivery areas of the CAPIT contracts with either Service Planning Areas (SPA's) or DCFS Office Boundaries.

The California Department of Social Services (CDSS) approved DCFS' request to extend the CAPIT contracts for two (2) years and the consolidation of the solicitation for CAPIT services with FP, FS, and APSS services (see Attachments D and E).

In addition to DCFS' contracts for CAPIT services, DMH contracts with seven (7) mental health services providers for mental health related CAPIT services. DCFS provides CAPIT funding to DMH to use as a match for Title XIX funding for these contracts.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal #1 (Service Excellence), Goal #3 (Organizational Effectiveness), and Goal #5 (Children and Families Well-Being). The recommended actions will ensure that services will continue without interruption.

FISCAL IMPACT/FINANCING

The annual cost to extend the DCFS CAPIT contracts is approximately $5,173,974. The total cost for the two-year extension $10,347,948. These costs will be financed using 100% State and birth certificate fee revenue. Sufficient funding is included in the FY 2006-07 Proposed County Budget. In addition, each agency is required to provide a contribution, cash and/or in-kind, in an amount equal to, or more than, ten (10%) of the total contract amount.
FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 24, 2003, your Board approved and delegated authority to the DCFS Director to execute the CAPIT contracts with various agencies, to provide child abuse and neglect prevention, intervention and treatment services for the period July 1, 2003 through June 30, 2005, with an optional one-year extension through June 30, 2006. Consequently, the Director of DCFS executed 69 CAPIT contracts with 54 contracted agencies in July 2003.

While the majority of the contracts are fixed fee contracts, there are three (3) cost reimbursement contracts. Therefore, two Form Amendments are being used to extend the contracts.

In 2005, two agencies requested the termination of their contracts, which your Board approved on May 31, 2005. Their funds were re-distributed to other agencies within the same supervisorial districts.

On December 13, 2005, at the request of DCFS, CDSS approved DCFS’ request to extend the CAPIT contracts for two additional years from July 1, 2006 through June 30, 2008.

DCFS has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to these Amendments.

The current 67 CAPIT contracts (with 52 CAPIT agencies) comply with all Board and CAO requirements.

The CAO and County Counsel have reviewed this Board letter. County Counsel has approved the Form Amendments as to form.

These Form Amendments do not include any provisions for cost of living increases.

CONTRACTING PROCESS

No additional contracting process was needed for this extension. The new contract solicitation process will be released in 2007. It is the intent of DCFS to integrate the CAPIT contracts in this future solicitation with those of FS, FP, and APSS contracts.

IMPACT ON CURRENT SERVICES

CAPIT services are vital to the health, safety and well being of children, which is the primary mission of DCFS. Approval of the use of these Form Amendments will ensure continuation of CAPIT services without any disruption to the families in all five Supervisorial Districts.
CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer/Clerk of the Board send an executed copy of the adopted Board Letter and the attachments to:

1. Department of Children and Family Services
   Contract Development/Fiscal Management
   425 Shatto Place, Room 400
   Los Angeles, CA 90020
   Attention: Walter Chan, Manager

2. Office of the County Counsel
   Social Services Division
   Attention: David Beaudet, Deputy County Counsel
   648 Kenneth Hahn Hall of Administration
   500 West Temple Street, Suite 602
   Los Angeles, CA 90012

Respectfully submitted,

DAVID SANDERS, Ph.D.
Director

DS:WC
SN:sm

Attachments (5)
c: Chief Administrative Officer
   County Counsel
AMENDMENT NUMBER ____

TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND TREATMENT PROGRAM SERVICES
AB 1733/ AB 2994 CONTRACT

FIXED FEE CONTRACT NUMBER

WITH

_________________________________________
This Amendment Number ____ (“Amendment _____”) to Child Abuse and Neglect Prevention, Intervention and Treatment Program Services AB 1733/AB 2994 Contract, adopted by the Board of Supervisors on June 24, 2003, is made and entered into by and between County of Los Angeles, (“COUNTY”), and______________________________, (“CONTRACTOR”), for administration of Child Abuse and Neglect Prevention, Intervention and Treatment Program Services on this _____ day of ______________ 2006.

WHEREAS, the purpose of this Amendment Number ____ is to extend the term of Contract for two (2) additional years commencing July 1, 2006 through June 30, 2008;

WHEREAS, this change is made pursuant to Section 22.0, CHANGES AND AMENDMENTS, Subsection 22.1 of the Contract; and

WHEREAS, the County of Los Angeles Board of Supervisors has delegated the authority to the Director of the Department of Children and Family Services to execute the Amendment;

NOW THEREFORE, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR agree to amend said Contract as follows:

1. TABLE OF CONTENTS is modified to add Section 66.0 and reads as follows:

   66.0 CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE

2. EXHIBIT Q is added to the TABLE OF CONTENTS, EXHIBITS, to read as follows:

   EXHIBIT Q - Charitable Contributions Certification

3. Section 1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS, subsections 1.2 and 1.3 are modified to read as follows:

   1.2 Exhibits A, B, C, D, E, F, G, H-1, H-2, I, J, K, L, M-1, M-2, N, O, P, and Q set forth below are attached to and incorporated by reference in this Contract.
1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Contract and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, and then to the Exhibits according to the following priority:

Exhibit A - Statement of Work
Exhibit B - Program Budget for Fixed Fee Contract
Exhibit C - Instruction for Monthly Reports
Exhibit D - Monthly Reports
Exhibit E - Certification of Independent Price Determination (excluded from this Contract)
Exhibit F - Proposer's/Offeror's Equal Employment Opportunity (EEO Certification)
Exhibit G - Community Business Enterprise Form (CBE)
Exhibit H-1 - Employee Acknowledgement, Confidentiality and Copyright Assignment Contract
Exhibit H-2 - Non-Employee Acknowledgement, Confidentiality and Copyright Assignment Contract
Exhibit I - Auditor-Controller Contract Accounting and Administration Handbook
Exhibit J - Child Support Compliance Program Certification
Exhibit K - Notice to Employees Regarding the Federal Earned Income Credit (Internal Revenue Service Notice 1015)
Exhibit L - County of Los Angeles Policy on Doing Business with Small Business
Exhibit M-1 - Los Angeles County Code 2.203 (Jury Service Program)
Exhibit M-2 - Jury Service Program Certification
Exhibit N - Office of Management and Budget Circular A-122
Exhibit O - Office of Management and Budget Circular A-133
Exhibit P - Safety Surrendered Baby Law Fact Sheet
Exhibit Q - Charitable Contributions Certification
4. Section 3.0 **TERM AND TERMINATION**, is amended in its entirety to read as follows:

3.1 The term of this Contract shall commence on July 1, 2003 or date of execution by the DCFS Director, whichever is later, and shall continue through June 30, 2005 unless terminates earlier as provided herein. The COUNTY shall have an option to extend the term of the Contract for an additional year from July 1, 2005 to June 30, 2006. As delegated by the Board of Supervisors, the Director of DCFS will have the authority to execute the Contract and exercise the one-year option to extend the Contract Term. Continuation of this Contract is subject to continue identified and appropriated funding.

3.2 The term of this Contract shall be extended for two additional years, effective July 1, 2006 through June 30, 2008, unless terminated earlier as provided herein.

5. Section 4.0 **CONTRACT SUM**, subsection 4.2 is amended to read as follows:

4.2 The total amount payable under this Contract shall not exceed $____________ hereinafter referred to as “Maximum Contract Sum”. The maximum amount payable under this Contract for each of the Contract Year shall not exceed $____________, hereinafter referred to as “Maximum Annual Contract Sum”.

6. Section 6.0 **CONTRACT FUNDING**, subsection 6.1 is amended to read as follows:

6.1 County shall reimburse CONTRACTOR not to exceed $____________ for providing services as indicated in Exhibit A, Statement of Work. CONTRACTOR agrees that should it perform services outside of the Statement of Work, such services shall be deemed a gratuitous effort by CONTRACTOR and shall have no claim against COUNTY. In no event shall this Contract give rise to a charged on any other funds of COUNTY. No funds encumbered for expenses occurring in one Fiscal Year may be rolled forward or backward to another Fiscal Year.
7. Section 23.0 **ASSIGNMENT/DELEGATION OF RIGHTS**, is deleted in its entirely and is replaced by the following to read:

**23.0 ASSIGNMENT BY CONTRACTOR**

23.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County’s sole discretion, against the claims which Contractor may have against County.

23.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

23.3 Any assumption, assignment, delegation, or takeover of any of the Contractor’s duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout or any other mechanism, with or without consideration for any reason whatsoever without County’s express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
Section 66.0 CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE, is added to read as follows:

66.0 CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit Q, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.
IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number _____ to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

_______________________________
DAVID SANDERS, Ph.D., DIRECTOR
Department of Children and Family Services

______________________________
CONTRACTOR

By
Name _______________________
Title _______________________

By
Name _______________________
Title _______________________

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, Jr.
COUNTY COUNSEL

BY _______________________
Deputy County Counsel
AMENDMENT NUMBER ____

TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND TREATMENT PROGRAM SERVICES
AB 1733/ AB 2994 CONTRACT

LINE ITEM CONTRACT NUMBER

WITH

_________________________________________
AMENDMENT NUMBER ____
TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND
TREATMENT PROGRAM SERVICES AB 1733/ AB 2994

(DISTRICT __)

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3.2 The term of this Contract shall be extended for two additional years, effective July 1, 2006 through June 30, 2008, unless terminated earlier as provided herein.

5. **Section 4.0 CONTRACT SUM**, subsection 4.1 is amended to read as follows:

4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Contract, COUNTY shall reimburse CONTRACTOR for the costs of performing the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.0 Payments and Invoices, provided that the total amount payable under this Contract shall not exceed $______________, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Contract for each of the Contract Years shall not exceed $______________, hereinafter referred to as "Maximum Annual Contract Sum".

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66.0  CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE

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ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.
AMENDMENT NUMBER _____
TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND
TREATMENT PROGRAM SERVICES
AB 1733/AB 2994 CONTRACT
(DISTRICT __)

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles
has caused this Amendment Number _____ to be subscribed on its behalf by the
Director of the Department of Children and Family Services and the CONTRACTOR
has subscribed the same through its authorized officers the day, month and year first
above written. The person signing on behalf of the CONTRACTOR warrants under
penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

_______________________________
DAVID SANDERS, Ph.D., DIRECTOR
Department of Children and
Family Services

______________________________
CONTRACTOR

By __________________________
Name _________________________
Title __________________________

By __________________________
Name _________________________
Title __________________________

______________________________
Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, Jr.
COUNTY COUNSEL

BY __________________________
Deputy County Counsel
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<th>Agency Name</th>
<th>Contract Number</th>
<th>Supervisorial District</th>
<th>Annual Funding</th>
<th>Two Years Funding</th>
<th>Amendment Number</th>
<th>Attachment A or B</th>
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**Total** $5,173,974 $10,347,948

**Legend:**

* = Previously known as "WRAP Family Services"

A = Fixed Fee Contract

B = Line Item Contract
December 13, 2005

Mr. Walter Chan, Manager
Contracts Administration
Department of Children and Family Services
County of Los Angeles
425 Shatto Place, Room 205
Los Angeles, California 90020

Attention: Rita Murgas-Lee

Dear Mr. Chan:

SUBJECT: NEGOTIATED PROCUREMENT OF AB 1733/AB 2994 AND CCACCP CONTRACTS

Your letter of December 7, 2005, asks the approval of this Department for negotiated procurement of approximately 100 two-year contracts with approximately 45 vendors for AB 1733/AB 2994 Child Abuse and Neglect Prevention, Intervention And Treatment Program (AB 1733/AB 2994) services, and Community Child Abuse Councils Coordination Project (CCACCP) services. Your request is approved.

The information you have provided with your request includes the following:

1. The contracts in question will expire on or about June 30, 2006. The negotiated contract terms would be from July 1, 2006, through June 30, 2008.

2. The County executed contracts with various agencies, listed on Attachment A to your December 7, 2005, letter on June 24, 2003, for AB 1733/AB 2994 and CCACCP services effective July 1, 2003, through June 30, 2005, with an option to extend the contract one year. The option to extend the contract was exercised in June 2005.

3. The AB 1733/AB 2994 contracts provide child abuse and neglect prevention, intervention, and treatment services. Funds for CCACCP provide funding for a community council whose primary purpose is to coordinate the community's efforts to prevent and respond to child abuse. Services are provided through County contracts between community agencies and DCFS.

4. The annual cost to extend the AB 1733/AB 2994 and CCACCP contracts from July 1, 2006, through June 30, 2007, is approximately $5,173,974 annually. The total
cost for the period of July 1, 2006, through June 30, 2008, is $10,347,948. Sufficient funding is included in DCFS FY 2006-07 Proposed Budget.

5. Your agency desires to integrate the AB 1733/AB 2994 and CCACCP contracts in a future solicitation with those of the Family Support (FS), Family Preservation (FP), and Adoption Promotion and Support Services (APSS) contracts. Presently the FS, FP, and APSS contracts have a contract term of August 1, 2005, or date of contract execution, whichever is later, until June 30, 2008.

6. Your letter of December 7, 2005, advances a number of arguments in favor of negotiated procurement of two-year contract terms, including procurement and programmatic efficiencies from consolidating the two groups of contracts effective July 1, 2008.

This Department has determined, based upon the information you provided, that the opportunities for procurement and programmatic efficiencies from consolidation of the two groups of contracts effective July 1, 2008, constitute "unique circumstances" that "necessitate procurement by negotiation," within the meaning of Manual of Policies and Procedures (MPP) § 23-650.16. Your request is, therefore, approved. Our approval is for contract terms of up to two years procured by negotiation for periods beginning on or about July 1, 2005. The incumbent contractors, as listed in the attachment to your December 7, 2005, letter may be, but need not be, the selected contractors.

Please contact me at (916) 657-1889 if you have any questions about this matter.

Sincerely,

ANDREW J. KRAUS III, Chief
Contracts and Financial Analysis Bureau
April 14, 2006

Mr. Walter Chan, Contracts Administrator  
County of Los Angeles  
Department of Children and Family Services  
Contracts Administration  
425 Shatto Place, Room 400  
Los Angeles, CA 90020  

Dear Mr. Chan:

SUBJECT: APPROVALS OF NEGOTIATED PROCUREMENT OF AB 1733/AB 2994 AND CCACCP CONTRACTS

Your letter of March 21, 2006 requests the approval of this Department to extend the County’s current contracts with vendors inadvertently omitted from a prior request dated December 7, 2005. Your letter states that you wish to include these omitted vendors in the approval issued by the Department in a letter dated December 13, 2005. That approval was for a 2-year extension for the current AB 1733/AB 2994 Child Abuse and Neglect Prevention Intervention and Treatment Program (AB 1733/AB 2994) Services, and Community Child Abuse Councils Coordination Project (CCACCP) contracts from July 01, 2006 through June 30, 2008. The request was made pursuant to Manual of Policies and Procedures, Operations Manual, Division 23, Chapter 23-650, Procurement by Negotiation, Section 23-650.18. Your request is granted to include the following omitted vendors:

Vendors presently administered by the Department of Mental Health (DMH) that participate in a Review Maximization Agreement through a Departmental Service Order (DSO) with DCFS.

The Department grants this request on the basis of your prior inadvertent omission and notes the estimated costs for inclusion as well as the County’s statement that sufficient funding is included in the DCFS’ FY 2006-2007 Proposed Budget. The estimated cost to extend the DMH contracts from July 01, 2006 through June 30, 2007 is $1,233,030 and the total cost for the term of July 01, 2006 through June 2008 is $2,466,060.

Please contact me at (916) 657-1889 if you have any questions about this matter.

Sincerely,

ANDREW J. KRAUS III, Chief  
Contracts and Financial Analysis Bureau
EXHIBIT Q

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature __________________________ Date __________

Name and Title (please type or print)