



**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

PHILIP L. BROWNING
Director

BRANDON NICHOLS
Chief Deputy Director

Board of Supervisors
HILDA L. SOLIS
First District
MARK RIDLEY-THOMAS
Second District
SHEILA KUEHL
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

December 20, 2016

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 December 20, 2016

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

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST TO APPROVE ONE YEAR EXTENSION TO 11 EDUCATION
CONSULTANT SERVICES CONTRACTS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) is requesting approval to extend 11 Education Consultant Services (ECS) contracts for one year, effective January 1, 2017 through December 31, 2017, to allow sufficient time to complete the Request for Proposals (RFP) process for the provision of Education Advocacy, Liaison and Intervention Services tentatively scheduled to start on January 1, 2018. The current ECS contracts will expire December 31, 2016.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or his designee, to execute contract amendments, substantially similar to Attachment I, with the 11 contractors listed in Attachment II. The amendment will extend the contracts for one year, effective January 1, 2017 through December 31, 2017. The contract amendments will not be executed without approval from the Board and the California Department of Social Services (CDSS). The cost to extend these contracts will not exceed \$871,200, to be financed using 36 percent (\$313,632) Federal revenue, 33 percent (\$287,496) State revenue, and 31 percent (\$270,072) net County cost. Funding for Fiscal Year (FY) 2016-2017 Budget has been approved; funding will be included in the Department's FY 2017-2018 Budget Request. The Director will notify the Board and the Chief Executive Office in writing within ten business days after the execution.

2. Delegate authority to the Director of DCFS, or his designee, to execute amendments to extend the contracts on a month-to-month basis for a period not to exceed six months beyond December 31, 2017, in the event the extension is necessary to complete the solicitation process for a new contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The 11 current ECS contracts will expire on December 31, 2016. The recommended action to extend the ECS contracts will allow DCFS to complete the solicitation process for new services to meet the Department's needs.

The solicitation process for a new contract has been delayed to accommodate the Department's decision to restructure the ECS program. The next contract solicitation will invite firms to submit proposals to provide the education consultant services and to support school districts in their efforts to comply with the State's newly enacted Local Control Funding Formula to improve the educational outcomes of foster youth.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County of Los Angeles Strategic Plan Goal #3 – Integrated Services Delivery: Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

The cost to extend the 11 ECS contracts for a one-year period will not exceed \$871,200, to be financed using 36 percent (\$313,632) Federal revenue, 33 percent (\$287,496) State revenue, and 31 percent (\$270,072) net County cost. There is sufficient funding in the Department's FY 2016-2017 Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of the amendment to extend the ECS contracts will allow the contractors to continue to assist Children's Social Workers (CSWs) in navigating the educational system and ensure that foster youth receive and have access to educational resources, program services, and benefits. The Contractors provide educational system expertise and advocacy on behalf of foster children to allow foster children to improve academically.

On September 8, 2016, DCFS requested approval from CDSS to extend the ECS contracts for a year until a Request for Proposals can be completed. The amendments to extend the contract will not be executed without CDSS' approval.

The Board letter has been reviewed by the Chief Executive Office and County Counsel. The attached form amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS

The current ECS contracts were procured through a Request for Statement of Qualifications (RFSQ) released on August 19, 2009. The initial contract term was for one year with two 1-year renewal options. The total contract period was from July 1, 2010 through June 30, 2013. The contracts were subsequently extended three times with the prior approval of the CDSS.

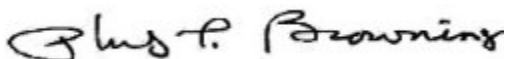
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval and execution of the form amendments will allow DCFS to continue providing Education Consultant Services to CSWs, and administrative and academic advocacy at schools on behalf of foster youth in all Supervisorial Districts.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the Department of Children and Family Services.

Respectfully submitted,



PHILIP L. BROWNING

Director

PLB:KRLTI:sl

Enclosures

- c: Chief Executive Officer
- County Counsel
- Executive Officer, Board of Supervisors



AMENDMENT NUMBER ____

EDUCATION CONSULTANT SERVICES

CONTRACT NUMBER _____

WITH

AMENDMENT NUMBER ____
EDUCATION CONSULTANT SERVICES
CONTRACT NUMBER _____

This Amendment Number ____ (“Amendment”) to the Education Consultant Services Contract (“Contract”), adopted by the Board of Supervisors on June 9, 2010, is made and entered into by and between the County of Los Angeles (“COUNTY”), and _____ (“CONTRACTOR”), this _____ day of _____, 2016.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract and CONTRACTOR has been providing Education Consultant Services to the COUNTY; and

WHEREAS, the purpose of this Amendment is to extend the contract for a one-year period as necessary to complete the solicitation process for a new contract; and

WHEREAS, another purpose of this Amendment is to add a paragraph regarding Data Encryption as required by the County; and

WHEREAS, another purpose of this Amendment is to add a paragraph regarding County’s Zero Tolerance Human Trafficking as required by the County; and

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments; and

NOW, THEREFORE, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows, effective January 1, 2017:

1. Part I, Unique Terms and Conditions, Section 2.1, Term, Subsection 2.1.2 is added to read as follows:
 - 2.1.2 The term of this Contract is extended for a one-year period, beginning on January 1, 2017, and continuing through December 31, 2017, unless terminated earlier by either party by giving 30 days notice or otherwise terminated as provided in this Contract.
2. Part I, Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.1.3, is added to read as follows:
 - 3.1.3 The Maximum Annual Contract Sum for the contract period of January 1, 2017 through December 31, 2017, shall not exceed Seventy-Nine Thousand, Two Hundred Dollars (\$79,200).
3. Part II, Standard Terms and Conditions, Section 63.0, Data Encryption, is added to read as follows:

63.0 Data Encryption

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

a. Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

b. Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

c. Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 63.0 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

4. Part II, Standard Terms and Conditions, Section 64.0, Compliance with County's Zero Tolerance Human Trafficking is added to read as follows:

64.0 Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

AMENDMENT NUMBER ____
TO EDUCATION CONSULTANT SERVICES
CONTRACT NUMBER _____

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 caused this Amendment Number ____ to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

PHILIP L. BROWNING, Director
Department of Children and Family Services

CONTRACTOR

By _____

Name _____

Title _____

Tax ID on File
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM, COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel

ATTACHMENT II

EDUCATION CONSULTANT SERVICES

CONTRACT PERIOD OF 01/01/2017 TO 12/31/2017

CONTRACTOR NAME	CONTRACT NUMBER	MAXIMUM ANNUAL SUM
Boddula, Chethan	09-007-05	\$79,200
Brown, Shirley	09-007-19	\$79,200
Dean, Sylvia M.	09-007-15	\$79,200
Del Castillo, Annalisa	09-007-06	\$79,200
Harrahill, Rosemary	09-007-04	\$79,200
Lawson English, Verle	09-007-14	\$79,200
Lopez-Reid, Norma	09-007-13	\$79,200
Saenz, Fatima G.	09-007-08	\$79,200
Shaw, Shirley	09-007-01	\$79,200
Smith, Margaret	09-007-20	\$79,200
Von Bleich, Juergen	09-007-10	\$79,200
TOTAL: 11 Contractors		\$871,200