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

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April 03, 2018

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 AN AMENDMENT  
TO THE EMERGENCY CHILD CARE SERVICES CONTRACT  
WITH CHILD CARE RESOURCES CENTER  
(ALL SUPERVISORIAL DISTRICTS) - (3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) requests your Board's approval of an amendment to Contract #17-0006 with Child Care Resource Center, Inc. (CCRC) for Service Planning Area (SPA) 2. The amendment will increase the service capacity of the program from five childcare slots per month to ten slots. DCFS also requests delegated authority to terminate this Contract when its successor contract is in place and to transfer the remaining private donation funds to the new Emergency Child Care Bridge Services Contract (Bridge Program).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DCFS, or designee, to execute an amendment (Attachment I) to Child Care Resource Center, Inc. (CCRC) Contract #17-0006 for SPA 2, which increases its maximum capacity from five child care slots per month to ten slots per month and to clarify the effective date of the Contract.
2. Delegate authority to the Director of DCFS, or designee, to execute similar amendments that increase or decrease the current CCRC Contract #17-0006 maximum capacity, or the maximum number of participants served per month. The approval of County Counsel will be obtained prior to executing such amendments, and the Director, or his designee, will notify the Board and the Chief Executive Officer in writing within 10 business days after execution.

3. Delegate authority to the Director of DCFS, or designee, to terminate the CCRC Contract #17-0006 for convenience or default. The approval of County Counsel will be obtained prior to terminating this Contract, and the Director, or his designee, will notify the Board and the Chief Executive Officer in writing within 10 business days after contract termination.

4. Delegate authority to the Director of DCFS, or designee, to amend the Contract, Statement of Work, and all other exhibits to include provisions guiding the reporting and transitioning/closing procedures once the Contract is scheduled for termination.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The lack of access to child care is one of the top barriers to finding homes for young foster children and is especially acute for relative caregivers who answer the call to take in a child at short notice. For young foster children, high-quality child care is critical as they are most at-risk for developmental delays, poor academic outcomes, and social-emotional issues that can be mitigated or prevented through effective early care.

Many subsidized child care programs have complicated enrollment processes with short enrollment windows that may not align with the timing of a child's foster care placement. The emergency child care services provided by this Contract allow immediate access to child care services for local resource families who work and request child care in order to accept the placements of young children. Assisting these resource families with child care results in placement stability for the child and increased caregiver recruitment and retention. In addition, CCRC recruits, trains, and coaches emergency child care providers on caring for young children through five years old, who have been abused, neglected, and/or exposed to trauma, and facilitate the child's transition to permanent child care settings.

The amendment is to increase the capacity from five slots to ten slots per month. Since each child typically remains in the slot for six months, up to 15 children are expected to be served in Year 1, and shall increase in Year 2 to serve as many children as allowable per contract sum. The expenses shall not exceed the initial approved maximum contract sum of \$468,000.

DCFS currently seeks to procure emergency child care services for all service areas within Los Angeles County, and CCRC is projected to be one of service providers under the future contract. Therefore, the requested delegated authority to terminate this Contract will allow DCFS to consolidate this Contract with the new Bridge Program contract. In addition, any remaining private donation funds will be reallocated to the new Bridge Program contract for services in SPA 2.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategy I.1, Increase Our Focus on Prevention Initiatives, Objective I.1.1, Promote Supportive Parenting: Increase the number of vulnerable children and families touched by the County referred to the community-based network of Prevention/Aftercare providers.

### **FISCAL IMPACT/FINANCING**

The recommended action will have no net fiscal impact since the total cost for the increased number of slots for the program is still within the approved maximum contract sum.

Per the Board letter adopted on March 21, 2017, the maximum contract sum for the 24-month contract term is \$468,000, funded by 64 percent (\$300,000) private donation funds and 36 percent (\$168,000) State Realignment Funds. There is no impact on net County cost.

Sufficient funding is included in the DCFS Fiscal Year (FY) 2017-18 Adopted Budget and will be requested in the DCFS FY 2018-19 Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

DCFS submitted a Board Notification Memo on October 26, 2016, in compliance with County of Los Angeles Code 5.100 (Sole Source Contracting Policy) and 5.120 (Increases to Board Approved Contracts). DCFS needs to have emergency child care placement options to expedite placements of young children through five years old while also maintaining children within their community of origin.

The DCFS evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply. County employees cannot effectively perform these services because they require the development and utilization of resources that are not available in the County system.

### **CONTRACTING PROCESS**

On October 26, 2016, DCFS notified your Board that it intended to negotiate this Sole Source contract with CCRC. This vendor is uniquely qualified to comprehensively provide emergency child care services specified in the pilot program.

A contract was executed with CCRC using Board delegated authority, as adopted by the Board on March 21, 2017, and expires March 31, 2019.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the amendment will improve County services to eligible foster children and will help to maintain the County's ability to provide a safe protective environment to children in family-like settings within the community of origin while reducing the impact on young children who have experienced the trauma of abuse, neglect, and removal from their homes.

Approval of the delegated authority to terminate the current Contract and to transfer the remaining private donation funds to the future program will allow DCFS to timely terminate this Contract and to appropriately redirect the donation funds to the future Bridge Program contract.

The Contract will not infringe upon the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

The Honorable Board of Supervisors

4/3/2018

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**CONCLUSION**

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted stamped copy of the Board letter and attachments to:

Department of Children and Family Services  
Contracts Administration Division  
Attention: Leticia Torres-Ibarra, Division Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bobby D. Cagle", with a long horizontal flourish extending to the right.

BOBBY D. CAGLE

Director

BDC:HB:KR:LTI:C

P:hs

Enclosures

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



**AMENDMENT NUMBER ONE**

**FOR**

**EMERGENCY CHILD CARE SERVICES**

**IN SERVICE PLANNING AREA 2**

**CONTRACT NUMBER 17-0006**

**WITH**

**THE CHILD CARE RESOURCE CENTER, INC.**

**AMENDMENT NUMBER ONE  
EMERGENCY CHILD CARE SERVICES  
IN SERVICE PLANNING AREA 2  
CONTRACT NUMBER 17-0006**

This Amendment Number One (hereinafter referred to as "Amendment") to the Emergency Child Care Services Contract Number 17-0006, (hereinafter referred to as "Contract") is made and entered into by and between the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors (hereinafter referred to as "COUNTY") and The Child Care Resource Center, Inc., (hereinafter referred to as "CONTRACTOR"), in Los Angeles, California this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**WHEREAS**, COUNTY and CONTRACTOR are parties to this Contract adopted by the Board on March 21, 2017, and CONTRACTOR has been providing Emergency Child Care Services to the COUNTY; and

**WHEREAS**, the purpose of this Amendment is to clarify the effective date and to increase the service capacity of this Contract; and

**WHEREAS**, this Amendment is prepared and executed by COUNTY and CONTRACTOR as set forth in the Contract Part II, STANDARD TERMS AND CONDITIONS, SECTION 7.0, CHANGES AND AMENDMENTS; and

**NOW, THEREFORE**, COUNTY and CONTRACTOR mutually agree to the following changes to the Contract:

1. **CONTRACT, PART I: UNIQUE TERMS AND CONDITIONS, 2.0 TERM, Subsection 2.1**, is amended to read as follows:

The term of this Contract shall commence on April 1, 2017, or the date of execution by the Director of Children and Family Services, whichever is later, and shall expire on March 31, 2019, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

2. **Exhibit A, STATEMENT OF WORK, PART D: CONTRACTOR'S RESPONSIBILITIES, SECTION 3.0, SCOPE OF CHILD CARE SERVICES, Subsection 3.1**, is amended to read as follows:

Secure and maintain ten available emergency child care slots per month, for emergency placement of children between the ages of birth through five years served by the DCFS Van Nuys Regional Office, subject to County approval of the final locations of the slots.

3. **Exhibit A, STATEMENT OF WORK, PART D: CONTRACTOR'S RESPONSIBILITIES, SECTION 3.0, SCOPE OF CHILD CARE SERVICES, Subsection 3.1, 3.1.2** is amended to read as follows:

These emergency child care slots will serve up to 15 children, between the ages of birth through five years old, during Year 1 of the pilot program,

**AMENDMENT NUMBER ONE  
EMERGENCY CHILD CARE SERVICES  
IN SERVICE PLANNING AREA 2  
CONTRACT NUMBER 17-0006**

and as many children as allowable under Section 3.0 Contract Sum of the Contract, of children of the same ages during Year 2.

4. **Exhibit A, STATEMENT OF WORK, PART D: CONTRACTOR'S RESPONSIBILITIES, SECTION 3.0, SCOPE OF CHILD CARE SERVICES, Subsection 3.2,** is amended to read as follows:

Recruit and train up to 12 local child care providers with the capacity to serve up to 15 children between the ages of birth through five years old, during Year 1 of the pilot, and as many children as allowable under Section 3.0 Contract Sum, of children of the same ages during Year 2, within the catchment area of the DCFS Van Nuys Regional Office in trauma-informed care, detailing the specific needs and service considerations for the children being placed.

5. **Exhibit A, STATEMENT OF WORK, PART D: CONTRACTOR'S RESPONSIBILITIES, SECTION 4.0, CONTRACTOR STAFF QUALIFICATIONS AND REQUIREMENTS,** is amended to read as follows:

The CONTRACTOR shall be responsible for securing and maintaining a pool of at least 12 licensed child care providers ("SUBCONTRACTORS") that meet the minimum qualifications, experience, and expertise as specified herein, to provide the services in accordance with this SOW. CONTRACTOR shall secure and maintain a pool of at least 12 licensed child care providers with the capacity to serve up to 15 children, between the ages of birth through five years old, during Year 1 of the pilot, and as many children as allowable under Section 3.0 Contract Sum, of children of the same ages during Year 2. The licensed child care providers shall have sufficient child care service provision qualifications, training and geographic flexibility to successfully provide child care services as needed throughout SPA 2 and within the catchment areas served by the DCFS Van Nuys Regional Office, with priority given to Van Nuys, Pacoima, and Panorama City.

**EXCEPT AS AMENDED HEREIN, ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.**

**AMENDMENT NUMBER ONE  
EMERGENCY CHILD CARE SERVICES  
IN SERVICE PLANNING AREA 2  
CONTRACT NUMBER 17-0006**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One 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 One 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

By \_\_\_\_\_  
BOBBY D. CAGLE, DIRECTOR  
Department of Children and Family Services

The Child Care Resource Center, Inc.  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
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