



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

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

BOBBY D. CAGLE  
Director

BRANDON T. NICHOLS  
Chief Deputy Director

December 04, 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:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

22 December 4, 2018

CELIA ZAVALA  
EXECUTIVE OFFICER

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

**REQUEST TO APPROVE ONE-YEAR EXTENSION FOR THE INDIVIDUALIZED TRANSITION  
SKILLS PROGRAM CONTRACTS  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) and the Probation Department (Probation) is requesting the Board's approval to amend the Individualized Transition Skills Program (ITSP) contracts with Children's Institute, Inc. (CII) and The Community College Foundation (TCCF) to extend the contracts for one year, effective January 1, 2019 through December 31, 2019 to allow sufficient time to complete the Request for Proposals (RFP) process and to add new provisions to the terms and conditions.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designees, to execute amendments substantially similar to Attachment I to the Individualized Transition Skills Program contracts. The amendments will extend the contracts for one year, effective January 1, 2019 through December 31, 2019. The cost to extend these contracts will not exceed \$3,103,828, to be financed using 57 percent (\$1,769,182) Chafee federal funds, and 43 percent (\$1,334,646) State funds. Sufficient funding is included in the Fiscal Year 2018-19 Budget.
2. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designees, to execute amendments to the contract for changes affecting the scope of work or to any terms and conditions included under this contract provided that: (a) such amendments are consistent with applicable federal, State, and County requirements, (b) prior approval of County Counsel is obtained, and (c) the Director of DCFS notifies the Board and the CEO within ten days of executing

such amendment.

3. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designees, to execute amendments with CII and TCCF to increase or decrease their maximum contract amount by no more than 10 percent per year of the original Maximum Annual Contract Sum during the term of the contract to accommodate increases or decreases in units of service provided: (a) the amendments do not include cost of living adjustment, (b) sufficient funding is available for increases, (c) County Counsel approval is obtained prior to executing the amendment, and (d) the Director of DCFS and the Chief Probation Officer, or their designees, notifies the Board and the CEO in writing that an amendment has been executed within ten work days of the amendment's execution.

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

The recommended actions will allow CII and TCCF to facilitate the continuation of the Independent Living Program (ILP) for Transition Age Youth (TAY) under the supervision of DCFS and Probation. The contracts provide one-on-one life skill sessions in the homes and communities of DCFS and Probation TAY, ages 16 to 21, to ensure that enrolled TAY develop life skills to become self-sufficient adults. The ITSP goals are consistent with the requirements created to fulfill the Foster Care Independence Act (Chafee Act) and the eight Chafee Outcome Measures, which are: 1) Receiving a high school diploma; 2) Educational attainment; 3) Employment; 4) Avoidance of dependency; 5) Avoiding homelessness; 6) Avoiding pre-marital childbirth; 7) Avoiding incarceration; and 8) Avoiding high-risk behaviors. The contract extension is needed to complete the new solicitation process and to prevent a lapse in services.

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

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal Number I.1 – Increase Our Focus on Prevention Initiatives. Implement evidence-based practices to increase our residents' self-sufficiency, prevent long-term reliance on the County's social safety net, and prevent involvement with the County's foster, juvenile justice, and adult justice systems.

### **FISCAL IMPACT/FINANCING**

The Maximum Contract Sum for the one-year term of the contract is \$3,103,828. Annual contract sum of \$3,103,828 financed using 57 percent (\$1,769,182) Chafee federal funds, and 43 percent (\$1,334,646) State revenue. The annual contract amount for CII is \$1,645,029 and the annual contract amount for TCCF is \$1,458,799. Sufficient funding is included in the Department's Fiscal Year 2018-19 budget request.

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

ITSP was derived from the enacted Federal Legislation, Public Law 99-272 (1986) and Public Law 106-169 (December 14, 1999). The Public Laws require that an ILP for youth be implemented in the Child Welfare and Probation systems. These laws were titled the Foster Care Independence Act of 1999, which stipulates proactive emancipation planning for TAY, from 16 years of age up to their 21st birthday. The legislation amended the social Security Act, Title IV-E, Section 477 [42 U.S.C. 677], and became the legal authority that governs ILP services. Senate Bill 933 (August 8, 1998) also amended the Welfare and Institutions Code (WIC), Section 10609.3, which further strengthened and

supported the deployment of ILP services within the designated public agencies.

In 1999, the foster Care Independence Act adopted the Chafee Foster Care Independence Program, through which the California Department of Social Services is designated to administer the ILP. The ILP offers, through ITSP, services that provide TAY with life-skills training, experience, and assistance to become productive and self-sufficient adults.

County Counsel and the CEO have reviewed this Board letter. County Counsel approved the amendment as to form.

### **CONTRACTING PROCESS**

On December 10, 2013, the Board approved DCFS' and Probation's recommendation to award ITSP contracts to CII and TCCF. The contracts were solicited through a Request for Proposals. DCFS has received approval from the California Department of Social Services (CDSS) for the one-year extension to the ITSP contracts.

This contract complies with the Living Wage Program (County Code Chapter 2.201).

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

Approval of the recommended action will enable DCFS and Probation to provide self-sufficiency assistance to transition aged youth, and will be in compliance with Federal legislation, Public Law 99-272 (1986) and Public Law 106-169 (December 14, 1999).

### **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 attachment to:

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

Respectfully submitted,



BOBBY D. CAGLE  
Director



TERRI L. McDONALD  
Chief Probation Officer

BDC:KRLTI:KAF

Enclosures

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



**AMENDMENT NUMBER SIX**  
**TO**  
**INDIVIDUALIZED TRANSITIONAL SKILLS PROGRAM CONTRACT**

**INDIVIDUALIZED TRANSITION SKILLS PROGRAM  
AMENDMENT NUMBER SIX**

**CONTRACT NUMBER \_\_\_\_\_**

This Amendment Number Six (Amendment) to the Individualized Transition Skills Program contract (Contract) with \_\_\_\_\_, is made and entered into by and between the County of Los Angeles (COUNTY), and \_\_\_\_\_ (CONTRACTOR), on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**WHEREAS**, COUNTY and CONTRACTOR are parties to the Contract and CONTRACTOR has been providing Individualized Transition Skills Program services to the COUNTY; and

**WHEREAS**, the purpose of this Amendment is to extend the Contract for one-year effective January 1, 2019 through December 31, 2019, and;

**WHEREAS**, another purpose of this Amendment is to include additional provisions required by the Board of Supervisors.

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

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

1. **Table of Contents, Part II, Standard Terms and Conditions, Section 4.0** is amended to read as follows:

**4.0 Assignment and Delegation/Mergers or Acquisitions**

2. **Table of Contents, Part II, Standard Terms and Conditions, Section 64.0** is added to read as follows:

**64.0 Compliance with Fair Chance Employment Practices**

3. **Table of Contents, Part II, Standard Terms and Conditions, Section 65.0** is added to read as follows:

**65.0 Compliance with the County Policy of Equity**

4. **Table of Contents, Attachments** is amended to add the attached form:

**Attachment S Compliance with Fair Chance Employment Hiring Practices Certification**

5. **Part I, Unique Terms and Conditions, Section 2.0 Term, Subsection 2.1.1** is added to read as follows:

2.1.1 The term of this Contract is extended for a one-year period, beginning on January 1, 2019, and continuing through December 31, 2019, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

**6. Part I, Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.1.1 is added to read as follows:**

3.1.1 The Maximum Annual Contract Sum for the contract period of January 1, 2019, through December 31, 2019, shall not exceed \$XX.

**7. Part I, Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.7, Default Method of Payment: Direct Deposit or Electronic Funds Transfer is added to read as follows:**

3.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

3.7.2 The Contractor shall submit a direct deposit authorization request via the website <http://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

3.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

3.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

**8. Part II, Standard Terms and Conditions, Section 4.0, Assignment and Delegation is amended to read as follows:**

**4.0 Assignment and Delegation/Mergers or Acquisitions**

4.4 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

9. **Part II, Standard Terms and Conditions, Section 64.0, Compliance with Fair Chance Employment Practices** is added to read as follows:
  - 64.1 Contractor shall comply with fair chance employment hiring practices set forth in California government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.
  
10. **Part II, Standard Terms and Conditions, Section 65.0, Compliance with the County Policy of Equity:**
  - 65.1 The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<http://ceop.lacounty.gov>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.
  
11. **Attachments Compliance with Fair Chance Employment Hiring Practices Certification** is attached, and added to Attachments, as Attachment S.

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



INDIVIDUALIZED TRANSITION SKILLS PROGRAM  
AMENDMENT NUMBER SIX

CONTRACT NUMBER \_\_\_\_\_

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Six to be subscribed on its behalf by the Director of the Department of Children and Family Services and the Chief Probation Officer, and the CONTRACTOR has caused this Amendment Number Six 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 warrant(s) under penalty of perjury that he or she is authorized to bind the CONTRACTOR in or to this Contract.

COUNTY OF LOS ANGELES

CONTRACTOR

By: \_\_\_\_\_  
Bobby D. Cagle, Director  
Department of Children and Family  
Services

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_  
Terri L. McDonald  
Chief Probation Officer  
Probation Department

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
Mary C. Wickham, County Counsel

By: \_\_\_\_\_  
David Beaudet, Senior Deputy County Counsel

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES  
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date: