



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 03, 2019

24 December 3, 2019

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

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST TO APPROVE A SIX-MONTH EXTENSION OF CHILD ABUSE PREVENTION,
INTERVENTION, AND TREATMENT SERVICE CONTRACTS AND REALLOCATE FUNDS ABOVE
THE 10 PERCENT DELEGATED AUTHORITY
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests approval to extend 35 Child Abuse Prevention, Intervention, and Treatment (CAPIT) Services contracts beyond the original contract term, effective January 1, 2020 through June 30, 2020, to complete a solicitation currently in progress and execute new contracts. DCFS also requests approval to reallocate funds above 10 percent of the maximum annual contract amount for two agencies to continue providing CAPIT services in contiguous service areas where current contractors will not extend their contract for the additional six-month period beyond the original contract term.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or his designee, to execute amendments, substantially similar to Attachment A, with the agencies and amounts listed in Attachment B. The amendment will extend the term for the period of January 1, 2020 through June 30, 2020, in order to complete the solicitation in progress. The total cost for the six-month extension is \$1,551,010, financed using 100 percent State Assembly Bill (AB) 1733 funds.
2. Delegate authority to the Director of DCFS, or his designee, to increase funds above 10 percent of the maximum annual contract amount for three contracts, two agencies, to continue providing CAPIT services in contiguous service areas where contractors will not extend their contract for the additional six-month period beyond the original contract term.

3. Delegate authority to the Director of DCFS, or his designee, to terminate other CAPIT contracts in instances when contractors request to terminate their contracts and to execute amendments to reallocate contract funds above the 10 percent delegated authority to contractors serving different Regional Offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current CAPIT contracts will expire on December 31, 2019. The recommended action will allow DCFS to complete the solicitation currently in progress with new contracts expected to begin July 1, 2020.

DCFS is anticipating multiple protest reviews to be submitted in its solicitation currently in progress by non-selected proposers due to a reduction in the number of contracts originally awarded in December 9, 2014 from 43 Regional Office based contracts to 10 Service Planning Area based contracts expected to begin in July 2020. Due to the anticipated multiple requests for the aforementioned protest reviews, the extension is needed to provide all non-selected proposers with the required due process.

Additionally, two (2) contractors have requested termination of their CAPIT contracts. As a result of this request, three (3) contracts will be terminated. Therefore, funds will be reallocated, above the 10 percent delegated authority, to two (2) agencies to ensure no interruption of CAPIT services in those service areas.

The recommended actions will enable the County to continue an existing program designed to prevent child maltreatment before it occurs, mitigate risk factors associated with child abuse and neglect, provide intervention and treatment services to address the negative consequences and trauma of maltreatment, prevent re-maltreatment and re-entry into the public child welfare system and increase child safety in the home.

FISCAL IMPACT/FINANCING

The total cost for extending the CAPIT contracts from January 1, 2020 to June 30, 2020 is \$1,551,010, as specified in Attachment B. The contract is financed using 100 percent State AB 1733 funds. Funding for the CAPIT contracts has been included in the DCFS Fiscal Year 2019-2020 Adopted Budget.

Contract funds for the Glendora and Pasadena Regional Offices, for the term of January 1, 2020 through June 30, 2020, would be reallocated to Foothill Family Services for a total of \$174,679. Contract funds for the West Los Angeles Regional Office for the six-month term, would be reallocated to Richstone Family Center for a total of \$45,685. The total cost for the six-month reallocation of contract funds is \$220,364, as shown in Attachment B. The reallocated funds would bring the total contract amount to \$215,697 for Foothill Family Services and the total contract amount to \$89,673 for Richstone Family Center.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CAPIT program services are mandated by California State AB 1733 aimed at preventing and treating child abuse and neglect. The CAPIT program will provide a range of child abuse and neglect prevention, intervention and treatment services to at risk families. Services consist of: intake and

assessment, individual, family and group counseling, case management (including linkage or referral for aftercare services), and parenting education services.

County Counsel reviewed and approved the proposed form Contract Amendment (Attachment A) as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the execution of the 35 contracts will ensure uninterrupted CAPIT services to target children and families residing in the County of Los Angeles and will help maintain the array of services designed to strengthen family resilience and nurture the development of healthy behaviors.

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 to the Department of Children and Family Services.

Respectfully submitted,



BOBBY D. CAGLE

Director

BDC:BTN:CMM:KRLTI:AO:CK:tj

Enclosures

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



AMENDMENT NUMBER «Am »

TO

**CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION
AND TREATMENT PROGRAM SERVICES
AB 1733**

**CONTRACT NUMBER «Contract Number»
WITH**

«CONTRACTOR»

AMENDMENT NUMBER «Am »
CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT SERVICES
CONTRACT NUMBER «Contract Number»

This Amendment Number «Am number»("Amendment") to the Child Abuse Prevention, Intervention, and Treatment Services Contract Number «Contract Number», (hereinafter referred to as "Contract") is made and entered into by and between the County of Los Angeles ("COUNTY") and «CONTRACTOR lower» ("CONTRACTOR"), in Los Angeles, California this _____ day of _____ 2019.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract adopted by the Board on December 9, 2014, and CONTRACTOR has been providing Child Abuse Prevention, Intervention, and Treatment Services to the COUNTY Department of Children and Family Services, Regional Office «Regional office»;

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Part II, STANDARD TERMS AND CONDITIONS, Sections 4.0 Assignment and Delegation and 7.0, Changes and Amendments;

WHEREAS, this amendment revises and adds language to the contract, to comply with County policies in the following sections: **Section 5.0, Invoices and Payments**, Subsection 5.17, **Default Method of Payment: Direct Deposit**, subparagraphs 5.17.1, 5.17.2, 5.17.3, and 5.17.4, **Section 16.0, Consideration of Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment**, subsection 16.1, **Section 67.0, Section 70.0, Compliance with County's Zero Tolerance Policy on Human Trafficking**, and **Exhibit H, Internal Revenue Notice 1015**;

WHEREAS, the purpose of this Amendment is to extend the Contract effective January 1, 2020 through June 30, 2020, if determined necessary by the County; and

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

1. **Part I, Unique Terms and Conditions, Section 3.0, Term of Contract**, Subsection 3.1 is amended to add a subparagraph 3.1.1 to read as follows:

3.1.1 The term of this contract is extended for a period of six months, effective January 1, 2020 through June 30, 2020, unless terminated earlier or extended.

2. **Part I, Unique Terms and Conditions, Section 4.0, Contract Sum**, Subsection 4.1 is revised to read as follows:

4.1 The maximum amount payable under this Contract for each of the Contract years shall not exceed:

For Year 2015 \$«Budget for year 2015»

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For Year 2016 \$«Budget for year 2016»

For Year 2017 \$«Budget for year 2017»

For Year 2018 \$«Budget for year 2018»

For Year 2019 \$«Budget for year 2019»

January 1-June 30, 2020 \$«Budget for extension»

3. Part I, Unique Terms and Conditions, Section 5.0, Invoices and payments, Subsection 5.17, Default Method of Payment: Direct Deposit or Electronic Funds Transfer, subparagraphs 5.17.1, 5.17.2, 5.17.3, and 5.17.4 are added to read as follows:

5.17.1 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).

5.17.2 The Contractor shall submit a direct deposit authorization request via the website <https://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.

5.17.3 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.

5.17.4 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.

4. Part II, Standard Terms and Conditions, Section 16.0, Consideration of Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment, subsections 16.1 is amended as follows:

16.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give

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consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

5. **Part II, Standard Terms and Conditions, Section 67.0** is deleted in its entirety:

~~67.0- Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.~~

~~In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.~~

6. **Part II, Standard Terms and Conditions, Section 70.0, Compliance with County's Zero Tolerance Policy on Human Trafficking**, is added to read as follows:

70.0 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking 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

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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.

7. Exhibit H, **Internal Revenue Notice 1015**, has been replaced in its entirety.

8. A Line Item Budget for the period of January 1, 2020 through June 30, 2020, is attached to this amendment and incorporated as part of Exhibit B, Line Item Budget.

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

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

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

«CONTRACTOR»
CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

«tax ID»
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

**LIST OF CAPIT CONTRACTS
BY REGIONAL OFFICE**

Contract Term: January 1, 2020- June 30, 2020

Regional Office	Contract Number	Agency	Contract Sum	Six-month Reallocation Amount	Six-month Total
Belvedere	2015-01-20	Human Services Association	\$46,392	N/A	\$46,392
Belvedere	2015-01-21	SPIRITT	\$46,392	N/A	\$46,392
Santa Fe Springs	2015-01-22	SPIRITT	\$49,221	N/A	\$49,221
Santa Fe Springs	2015-01-23	Helpline Youth Counseling	\$49,221	N/A	\$49,221
Compton	2015-01-25	El Nido Family Centers	\$42,432	N/A	\$42,432
Compton	2015-01-26	Children's Institute	\$42,432	N/A	\$42,432
Wateridge	2015-01-27	Children's Institute	\$39,038*	N/A	\$39,038*
Wateridge	2015-01-28	El Nido Family Centers	\$39,038*	N/A	\$39,038*
Wateridge	2015-01-29	Hamburger Home dba Aviva	\$39,038*	N/A	\$39,038*
Vermont Corridor	2015-01-30	El Nido Family Centers	\$27,345	N/A	\$27,345
Vermont Corridor	2015-01-31	Para Los Ninos	\$27,345	N/A	\$27,345
Vermont Corridor	2015-01-32	Children's Institute	\$27,345	N/A	\$27,345
West Los Angeles	2015-01-33	Vista Del Mar	\$45,685	\$0	\$0
Pomona	2015-01-34	Foothill Family Services	\$41,018*	\$174,679 <small>(from Five Acres)</small>	\$215,697
El Monte	2015-01-35	SPIRITT	\$29,137*	N/A	\$29,137*
Pasadena	2015-01-37	Five Acres	\$101,271	\$0	\$0
Glendora	2015-01-40	Five Acres	\$73,408	\$0	\$0
Lancaster	2015-01-41	Personal Involvement Center	\$27,935*	N/A	\$27,935*
Lancaster	2015-01-42	Parents Anonymous	\$27,935*	N/A	\$27,935*
Palmdale	2015-01-43	Parents Anonymous	\$49,080*	N/A	\$49,080*
Santa Clarita	2015-01-44	The University Corporation	\$36,209	N/A	\$36,209
Santa Clarita	2015-01-45	El Nido Family Centers	\$36,209	N/A	\$36,209
West San Fernando Valley	2015-01-46	The University Corporation	\$30,905	N/A	\$30,905
West San Fernando Valley	2015-01-47	Special Services for Groups	\$30,905	N/A	\$30,905

ATTACHMENT B

San Fernando Valley	2015-01-48	El Nido Family Centers	\$31,306*	N/A	\$31,306*
San Fernando Valley	2015-01-49	San Fernando Valley Community Mental Health	\$31,306*	N/A	\$31,306*
San Fernando Valley	2015-01-50	The University Corporation	\$31,306*	N/A	\$31,306*
Metro North	2015-01-51	Children's Institute	\$33,380	N/A	\$33,380
Metro North	2015-01-52	Hamburger Home dba Aviva	\$33,380	N/A	\$33,380
Metro North	2015-01-53	Para Los Ninos	\$33,380	N/A	\$33,380
South County	2015-01-54	Children's Institute	\$31,860*	N/A	\$31,860*
South County	2015-01-55	Rainbow Services	\$31,860*	N/A	\$31,860*
South County	2015-01-56	Olive Crest	\$31,860*	N/A	\$31,860*
South County	2015-01-57	Office of Samoan Affairs	\$31,860*	N/A	\$31,860*
Torrance	2015-01-58	El Nido Family Centers	\$43,988	N/A	\$43,988
Torrance	2015-01-59	The Richstone Center	\$43,988	\$45,685 (from Vista del Mar)	\$89,673
Countywide American Indian	2015-01-60	United American Indian Involvement	\$4,293	N/A	\$4,293
Countywide Asian Pacific Islander	2015-01-61	Special Services for Groups	\$132,307*	N/A	\$132,307*
Total			\$1,551,010	\$220,364	\$1,551,010

* Contract amounts were rounded up to the nearest whole number

Note: This total reflects half of the annual cost. Annual Contract Amount is \$3,102,000.