CYNTHIA D. BANKS
Director

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

3175 WEST SIXTH STREET • LOS ANGELES, CA 90020-1708 • (213) 738-2600 (213) 487-0379 FAX

"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

December 16, 2008

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

Dear Supervisors:

APPROVAL TO ALLOCATE FUNDS AND AMENDMENTS TO EXTEND THE ADULT PROTECTIVE SERVICES (APS) EMERGENCY SHELTER PROGRAM FOR FISCAL YEAR (FY) 2009-10 (2, 3, 4 and 5 DISTRICTS) (3-VOTES)

SUBJECT:

This Board letter requests approval to extend current contracts with 10 agencies for the Adult Protective Services Emergency Shelter Program and allocate funding for the extension through June 30, 2009. This represents a six-month extension beyond the December 30, 2008 expiration date which will allow the Department sufficient time to complete a solicitation process for new three-year contract cycle. The APS program provides emergency shelter to APS elders and mentally or physically dependent adults who are victims of abuse and neglect.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve funding allocations for the continued provision of the APS Emergency Shelter Program in the amount of $150,000, which will be used for currently funded service providers as indicated on Attachment I.

2. Delegate authority to the Director of Community and Senior Services (CSS), or designee, to execute contract amendments substantially similar to the enclosed amendment (Attachment II) with the 10 service providers indicated on Attachment I in the amounts indicated for the continued provision of the APS Emergency Shelter Program. The amendment will extend the contract term for six-months effective January 1, 2009 through June 30, 2009.

3. Delegate authority to the Director of CSS, or designee, to execute contract amendments to increase or decrease original contract amounts based on contractor performance and availability of funding, provided that (a) approvals of County Counsel, the Chief Executive Office (CEO), and Department of Public Social Services (DPSS) are obtained prior to any such amendment; and (b) the Director of CSS confirms in writing to the Board of Supervisors, the CEO, and DPSS within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 22, 2008, your Board delegated authority to the Director of CSS to amend contracts to extend the APS Emergency Shelter Program for an additional eight-months beyond the April 30, 2008 contract expiration date.

Currently, the service providers' contracts for the program will expire on December 31, 2008. A contract extension is needed to have sufficient time to complete the APS Emergency Shelter Program Request for Statement of Qualifications (RFSQ) process. CSS will be releasing an RFSQ in December 2008 to procure new contracts for FY 2009-2010.

The recommended actions will enable CSS to continue operation of the APS Emergency Shelter Program for FY 2009-10. This program is a State-mandated program as required by the California Welfare and Institutions Code Section 15763. The shelter facilities are located throughout Los Angeles County and are licensed by the State to provide care and supervision to elders and dependent adults.

Performance Measures

The performance evaluation is aligned with the County's Performance Counts! Initiative. The standard of performance measurement for program effectiveness is indicated by clients achieving the following positive outcome:

- Elimination of immediate risk/danger to client while receiving shelter services.

The department will assess the agencies' performance through its analysis of program reports produced by the APS Planning Unit.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goal #1 Service Excellence by providing the public with easy access to quality information and services that are both beneficial and responsive.

FISCAL IMPACT/FINANCING

The APS Emergency Shelter Program is fully financed by the State Community Services Block Grant funding, which consists of State and Federal monies, and is provided by the Department of Public Social Services (DPSS) through intra-fund transfers. There is no impact to the County general fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 19, 2005, your Board approved APS Emergency Shelter Program funding allocations for the period May 1, 2005 through April 30, 2006 with an option to extend contracts for two additional one-year terms, subject to agency performance, availability of funds, and community needs. Agencies from all districts submitted a proposal for the Invitation For Bid (IFB) with the exception of First District. Although there are no contractors in the First District, Adult Protective Services Social Worker serve APS clients in all districts and if necessary, personally transport their clients in their vehicles or through a contracted taxi service to emergency shelters in the four other Supervisorial Districts.

CSS exercised its options to extend the contracts for two years through April 30, 2008. Thereafter, your Board extended the contracts for eight months through December 31, 2008 so a new RSFQ process could be completed. The RFSQ is currently being finalized for release; however, the process will not be completed before the contracts expire on December 31, 2008. Therefore, an additional six-month extension is needed to complete the RSFQ process at which time CSS will recommend new contracts for a three-year period from July 1, 2009 through June 30, 2011 pursuant to the State Regulation, Management and Office Procedures Purchase of Services Section 23-621, Contract Periods. As this program operates through funding from the State, which limits contracts to a three-year funding cycle, CSS obtained approval from the California Department of Social Services to extend contracts with the current providers for a period of six months effective, January 1, 2009 through June 30, 2009.

All agencies recommended for funding with this action have been performing at or above contractual requirements.

There is a Memorandum of Understanding (MOU) between CSS and DPSS to provide APS Emergency Shelter Services to APS clients. Subject to availability of funding and CSS' acceptable level of performance as evidenced in DPSS' monitoring under this MOU, the MOU is renewed each year by completing an amendment to include the new FY budget. There is no impact on County general funds.

The CEO and DPSS have reviewed and concur with the recommended actions. County Counsel has reviewed and approved the amendment as to form.

CONTRACTING PROCESS

All agencies being recommended for funding were successful in the Invitations For Bid (IFB) process conducted by CSS in November 2004. A total of 22 agencies were initially funded for the initial one-year contract, which included an option to extend contracts for two additional one-year terms. There were no agencies from the First District that submitted a proposal for the IFB. Of the 22 agencies, 10 have opted to extend their contracts for the additional six-month month term. Over the term of the three-year contract funding cycle, 12 agencies did not opt to renew their contracts due to low referrals to their agencies or their inability to accommodate the specialized needs of the APS clients. The 10 agencies listed in Attachment I have performed at or above the contractual requirements and are being recommended for continued funding with this action.

Monitoring Requirement

Service providers will be monitored annually for programmatic and fiscal contract compliance through the CSS Centralized Compliance Unit.

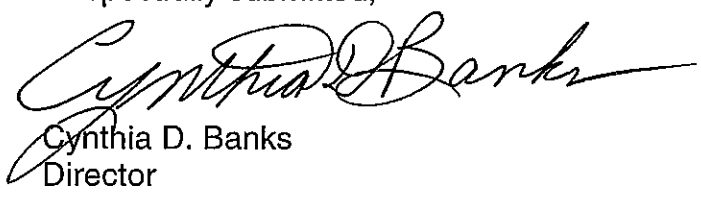
IMPACT ON CURRENT SERVICES

Continuation of the APS Emergency Shelter Program will allow agencies to continue providing APS Emergency Shelter Program Services to APS elders and mentally or physically dependent adults who are victims of abuse and neglect.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to Ms. Carol Domingo, Community and Senior Services, 3175 West Sixth Street, Room 403, Los Angeles, CA 90020. If you need to contact Ms. Domingo, she may be reached at (213) 215-2564.

Respectfully submitted,



Cynthia D. Banks
Director

CDB:sld

Attachments (2)

c: Raymond G. Fortner, Jr., County Counsel
Wendy L. Watanabe, Acting Auditor Controller
Philip L. Browning, Director Department of Public Social Services

ADULT PROTECTIVE SERVICES EMERGENCY SHELTER PROGRAM
SIX-MONTH CONTRACT EXTENSION
FUNDING RECOMMENDATIONS
FY 2008-2009

AGENCY	SUPERVISORIAL DISTRICT	AMOUNT RECOMMENDED
Bel Air Guest Home	3	$ 15,000
Chris A. Keya Care Home	2	$ 15,000
Country View Retirement Home	5	$ 15,000
North Lake Villas	5	$ 15,000
Palos Verdes Villa	4	$ 15,000
Crisp Adult Residential Care Facility	2	$ 15,000
Johnson Center for Behavioral Change	2	$ 15,,000
Manor House II	2	$ 15,000
Regent Villas	4	$ 15,000
Western-Ferndale Board and Care	3	$ 15,000
TOTAL		**$ 150,000**

Contract No._____
Amendment No.____2____

COMMUNITY AND SENIOR SERVICES
OF THE COUNTY OF LOS ANGELES
ADULT PROTECTIVE SERVICES EMERGENCY SHELTER PROGRAMS
AMENDMENT NO. TWO TO CONTRACT NO._____
FISCAL YEAR 2009

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "COUNTY OF LOS ANGELES ADULT PROTECTIVE SERVICES EMERGENCY SHELTER PROGRAM CONTRACT" ENTERED INTO BETWEEN THE COUNTY OF LOS ANGELES, THROUGH ITS DEPARTMENT OF COMMUNITY AND SENIOR SERVICES ("CSS"), AND **«AGENCYNAME»** ("CONTRACTOR") ADOPTED BY THE BOARD OF SUPERVISORS ON APRIL 19, 2005 AND FURTHER IDENTIFIED AS AGREEMENT NO. **«ContractNumber»**, AND -AMENDMENT TWO, HEREINAFTER COLLECTIVELY REFERRED TO AS "CONTRACT."

This Amendment is made and entered into by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and **«ContractorName»**, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY has created an Adult Protective Services Emergency Shelter Program, pursuant to Section 15763 of the California and Welfare Institutions Code, herein after referred to as "Program";

WHEREAS, COUNTY has authority to provide emergency shelter services pursuant to California Government Code Sections 26227 and 3000;

WHEREAS, the parties hereto have previously entered into the above referenced Contract for the purpose of providing emergency shelter services to prevent the abuse, neglect or exploitation of elders and dependent adults and;

WHEREAS, on April 22, 2008, the Board of Supervisors delegated authority to the Director of CSS, or designee, to execute contract amendments to increase or decrease original contract amount based on contractor performance and availability of funding provided that: (a) the amount of change does not exceed 25% of the original contract amount; and

WHEREAS, on XXXXXXXXXXXXX, the Los Angeles County Board of Supervisors delegated authority to the Director of Community and Senior Services to amend this Contract for the following purposes: 1) to extend the Contract term (period of performance) for eight (8) months; and 2) to amend the Contract sum for the period of performance covering this Contract, for the continued provision of emergency shelter services to elders and dependent

adults; and effective April 30, 2008 Community and Senior Services amended this Contract for the following purposes: 1) to extend the Contract term (period of performance) for eight (8) months; commencing on May 1, 2008 through December 31, 2008, and 2) to amend the Contract sum for the period of performance covering this Contract, for the continued provision of emergency shelter services to elders and dependent adults; and

WHEREAS, COUNTY has determined that CONTRACTOR'S performance has been satisfactory, that the need for services continues to exist, and that additional funding to continue such services is currently available; and

WHEREAS, COUNTY and CONTRACTOR desire to amend this Contract in accordance with the terms and conditions as set forth below:

NOW, THEREFORE, in consideration of the foregoing, effective upon execution by both parties, the Contract is amended as follows:

I. Part I: Section 1, Applicable Documents, is amended to read as follows:

1. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, and any amendments thereto, the Narrative Statement of Work, and addendums thereto, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Contract, and any amendments thereto; 2) Attachment A, Narrative Statement of Work 3) Exhibit A, Statement of Work Summary, Exhibit A-1, Statement of Work Summary Addendum 1, Exhibit A-2, Statement of Work Summary Addendum 2, and any addendums thereto ; 3) all other Exhibits according to the following priority:

Exhibit B: Bidder's Attestation of Willingness to Consider GAIN/GROW Participants

Exhibit C: Safely Surrender Baby Law Fact Sheet

Exhibit D: CONTRACTOR'S Equal Employment Opportunity (EEO) Certification

Exhibit E: Drug Free Workplace Certification

Exhibit F: Prohibition Against Use of Child Labor

Exhibit G: Certification Regarding Lobbying

Exhibit H: Certification Regarding Debarment

Exhibit I: Certification Regarding Jury Service

Exhibit J: Certification of No Conflict of Interest

Exhibit K: Safely Surrendered Baby Law Fact Sheet

Exhibit L: Charitable Contributions Certification

Exhibit M: CONTRACTOR'S Obligation As a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPPA)

Exhibit N: CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement

Exhibit O: CONTRACTOR Employee Acknowledgement and Confidentiality Agreement

1. DEFINITIONS: Hereinafter the following terms will be used.

   A. "Contract": Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Attachment A, Narrative Statement of Work, Exhibit A, Statement of Work Summary, and Exhibit A-1, Statement of Work Summary Addendum 1, and Exhibit A-2, Statement of Work Summary Addendum 2.

II. Part II: Further Terms & Conditions, Section 1, Term, Subsection 1.2 is added to read as follows:

   1.2 The Contract shall be extended for a total time period not to exceed 6 (six) months, commencing January 1, 2009 through June 30, 2009.

III. Part II: Further Terms & Conditions, Section 2, Maximum Obligation of County, Subsection 2.2 is added to read as follows:

   2.2 The maximum total Contract sum for the 6 (six) month period commencing January 1, 2009, continuing for a total time period not to exceed 6 (six) months is **$«New KAmount» (Written K Amount dollars)**.

IV. Part II: Further Terms & Conditions, Section 13, Compliance with Applicable Laws, is amended to read as follows:

13.0 Compliance with Applicable Laws

13.1 CONTRACTOR certifies and agrees that it fully complies with all applicable requirements of the Program regulations, as well as rules, ordinances, court enabling statue(s) and/or State regulation or law. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State regulation or law. CONTRACTOR shall also comply with all applicable ordinances, rules, policies, directives, and procedures, issued or adopted by COUNTY for which CONTRACTOR is provided actual or constructive notice. COUNTY reserves the right to review CONTRACTOR procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.

13.2 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

13.3 CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13.4 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

13.5 CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all damage, liability, costs or subcontractor costs, and expenses including but not limited to, defense costs and attorney's fees arising from or related

to, any violation by CONTRACTOR, its agents, officers and employees or Subcontractors of any laws, rules, regulations, ordinances, and directives.

V. Part II: Further Terms & Conditions, Section 17, Confidentiality, is amended to read as follows:

17.0 Confidentiality

17.1 CONTRACTOR shall maintain the confidentiality of any information regarding a program participant(s)/client(s), and the immediate family if any applicant or participant(s)/client(s), that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. CONTRACTOR shall not divulge such information without the permission of the participant(s)/client(s), and upon agreement by COUNTY's CMM, except for disclosures required by court process, order or decree, and except that information which is necessary for purposes related to the performance, operation or evaluation of this Contract for monitoring or evaluating the services and performances under this Contract and to governmental authorities to the extent necessary for the proper administration of the program.

17.2 CONTRACTOR shall notify COUNTY of any and all requests for release of information at least five (5) business days prior to release of said information. CONTRACTOR shall not release said information without COUNTY's approval.

17.3 Data (information) received from State departments/ agencies is confidential when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. CONTRACTOR agrees to keep all information furnished by a State agency/department strictly confidential, and make the information available to its own employees on a "need to know" basis, as is specifically authorized in this Contract. CONTRACTOR agrees to instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). CONTRACTOR agrees to store and process information electronically, in a manner that renders it

irretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be should be returned promptly to COUNTY and/or all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by COUNTY and thereafter must be used. Approved methods include shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event shall said information be disclosed to any individual outside of CONTRACTOR staff, and/or their employees.

17.4 CONTRACTOR shall cause each non employee performing services covered by this Contract to sign and adhere to Exhibit N, Attachment IV, "CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement."

17.5 CONTRACTOR shall cause each CONTRACTOR's employee to sign and adhere to Exhibit O, Attachment V, "CONTRACTOR Employee Acknowledgement and Confidentiality Agreement."

17.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

17.7 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred participants. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

17.8 CONTRACTOR shall comply will all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

VI. Part II: Further Terms & Conditions, Section 33, Description of Services, is amended to read as follows:

33. CONTRACTOR agrees to provide services in the form as described in this Contract and Attachment A, Narrative Statement of Work, attached hereto and incorporated herein as reference.

CONTRACTOR shall provide to eligible persons the supportive services set forth in Attachment A, Narrative Statement of Work, Exhibit A, Statement of Work Summary, and Exhibit A-1, Statement of Work Summary Addendum 1, which includes but is not limited to the following and Exhibit A-2 Statement of Work Summary Addendum 2:

A. Description of the service and CONTRACTOR's program relating thereto:

B. The time(s) and location(s) of service availability;

C. Description of the facilities and equipment involved in providing the service; and

D. List of personnel who are to perform the service stating separately for each job position, the job title, the job qualifications, the salary, and a description of duties.

VII. Part II: Further Terms & Conditions, Section 41(H) SPARTA Program, is deleted in its entirety.

VIII. The attached Exhibit A-2, Statement of Work Summary Addendum 2, is added and is an addendum to Exhibit A, Statement of Work Summary, Statement of Work Summary Addendum 1.

IX. Exhibit N, CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement is added as an Exhibit to the Contract and is attached as Attachment IV.

X. Exhibit O, CONTRACTOR Employee Acknowledgement and Confidentiality Agreement is added as an Exhibit to the Contract and is attached as Attachment V.

All other terms and conditions of the Contract shall remain in full force and effect.

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COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Two to be subscribed on its behalf by the Director of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Cynthia D. Banks, Director
Community and Senior Services
County of Los Angeles

CONTRACTOR

_____
Contractor's Name (Print or Type)

By _____
Authorized Signature

Name _____
(Print or Type)

Title _____
(Print or Type)

_____
Name of Corporation/LLC (Print or Type)

By_____
Authorized Signature Date

Name_____
(Print or Type)

Title_____
(Print or Type)

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY _____
Janice Kasai, Deputy County Counsel Date