County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

PHILIP L. BROWNING
Director

Board of Supervisors
HILDA L. SOLIS
First District
MARK RIDLEY-THOMAS
Second District
SHEILA KUEHL
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 September 1, 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

September 1, 2015

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:

REQUEST APPROVAL TO INCREASE PERCENTAGE ALLOCATED TO THE OPTIONAL VISITATION CENTERS AND MODIFY LANGUAGE TO THE PREVENTION AND AFTERCARE SERVICES CONTRACTS (ALL SUPERVISORIAL DISTRICTS) – (3 VOTES)

SUBJECT

The Department of Children and Family Services (DCFS) requests your Board's approval to amend the Prevention and Aftercare Services (PAS) Contracts under the Safe Children and Strong Families Service Delivery Continuum, to increase the allowable funding allocation for the Visitation Centers, and to modify language in certain sections of the contracts. The term for the PAS contracts is from January 1, 2015 through December 31, 2017, with two additional one-year options to extend through December 31, 2019.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS or his designee, to prepare and execute amendments with the agencies indicated in Attachment A, to increase the allowable funding allocation for the Visitation Centers from five percent (5%) to fifteen percent (15%) of the maximum annual contract sum, and to modify language for clarity and consistency in certain sections of the Terms and Conditions of the contracts and in the Statement of Work.

2. Approve the use of the Form Amendment substantially similar to Attachment B to execute the amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions give the contractors more flexibility to secure additional locations to use as Visitation Centers for parents to meet with their children in a setting where families have access to services, structured activities and resources that strengthens their reunion and enhances family values. The Amendment includes language in the contract that allows the contractors to engage with community partners to obtain goods and services as part of the Prevention and Aftercare Services program. The Amendment removes language that restricts the use of seven and a half percent (7.5%) of the total contract award for community outreach, which increases and promotes community awareness of child abuse and neglect.

Implementation of Strategic Plan Goals

These contracts are consistent with the principles of the Countywide Strategic Plan Goal 1: Fiscal Sustainability and Goal 3: Integrated Services Delivery. These goals are being accomplished by providing additional services that reduces the number of children in out-of-home care and allows children to remain safely in homes by ensuring that individualized case planning and appropriate community alternatives are in place.

FISCAL IMPACT/FINANCING

This Amendment does not affect the maximum sum of these contracts. There will be no change to the maximum annual amounts appropriated to the PAS contracts with the increase of funding allocation for the Visitation Centers. The maximum annual cost for the PAS contracts is $6,618,348 financed by 29 percent Federal revenue ($1,899,250), four percent State revenue ($255,292), 46 percent AB 2994 funds ($3,062,000), and 21 percent net County cost ($1,401,806). Funding is included in the 2015-16 Fiscal Year's Adopted Budget, and it will be included for subsequent fiscal years in the Department's budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The PAS contracts were approved by your Board on November 18, 2014, for the period of January 1, 2015 through December 17, 2017, with the option to extend two additional one-year periods through December 31, 2019.

On April 8, 2013, DCFS released a Request for Proposals (RFP) to provide a continuum of coordinated services to address diverse levels of need, intended to strengthen families through the provision of targeted services, activities, and supports for the Safe Children and Strong Families (SCSF) Delivery Continuum. The PAS Program is among the array of coordinated services available for the children and families served by DCFS. The program objective is to provide services to enhance and ensure families have the knowledge, skills, and support for a successful life.

DCFS has evaluated and determined that the contractors are in compliance with all Board requirements. County Counsel has reviewed this Board Letter and the approved Form Amendment (Attachment B).

CONTRACTING PROCESS

There are no additional contracting processes required. The increase in the allowable funding percentage for the Optional Visitation Centers is considered a material change to the contracts and requires Board approval to authorize the DCFS Director to execute the amendments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of the recommended actions ensures that the families continue to receive the resources available to them through high quality public services that promote self-sufficiency, well-being, and enables them to improve their lives.

These contracts will not infringe on the role of the County in relationship to its residents and there is no change in risk exposure to the County.

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:EM:LTIDLM:A
O:seg

Enclosures

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

ATTACHMENT A

DEPARTMENT OF CHILDREN AND FAMILY SERVICES PREVENTION AND AFTERCARE SERVICES CONTRACTORS JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

SUP DIST	SPA	AGENCY	CONTRACT #	MAXIMUM ANNUAL AMOUNT
5	1	Children's Bureau of Southern California	2015-01-09	$539,790
3	2	Friends of the Family	2015-01-10	$842,909
1	3	Prototypes, Centers for Innovation in Health, Mental Health and Social Services	2015-01-11	$978,198
2	4	Children's Institute, Inc.	2015-01-12	$352,635
1	5	Westside Children's Center	2015-01-13	$341,120
2	6	SHIELDS For Families	2015-01-14	$1,407,678
4	7	SPIRITT Family Services	2015-01-15	$672,669
2	8	South Bay Center for Counseling	2015-01-16	$701,109
All	County wide	United American Indian Involvement, Inc.	2015-01-17	$341,120
All	County wide	Special Services for Groups	2015-01-18	$341,120
All	County wide	All Agencies (Deaf and Hard of Hearing)		$100,000
			TOTAL	**$6,618,348**

ATTACHMENT B

AMENDMENT NUMBER ONE

TO

PREVENTION AND AFTERCARE SERVICES
CFDA #93.556

CONTRACT NUMBER XXXXXX

WITH

XXXXXX

AMENDMENT NUMBER ONE
PREVENTION AND AFTERCARE SERVICES

CONTRACT NUMBER XXXXX

This Amendment Number ONE ("Amendment") to the Prevention and Aftercare Services Contract Number XXXXX adopted by the Board of Supervisors on November 18, 2014 between the County of Los Angeles, ("COUNTY"), and XXXXXX, ("CONTRACTOR"), is made and entered into this _____ day of _____, 2015.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract and CONTRACTOR has been providing Prevention and Aftercare Services to the COUNTY;

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 increases the allowable funding allocation for the Visitation Centers up to fifteen percent (15%) of the maximum annual Contract sum.

WHEREAS, this Amendment modifies and adds language in the Terms and Conditions of the Contract and in the Statement of Work;

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 2.0, Definitions,** is amended to add "K" to read as follows:

   K. "**Community Partner**" – Refers to a local vendor that provides goods or services directly related to the achievement of the goals and objectives of the Prevention and Aftercare program.

2. **Part I, Unique Terms and Conditions, Section 6.0, Invoices and Payments,** Subparagraph 6.13.1 is deleted in its entirety.

3. **Part I, Unique Terms and Conditions, Section 7.0, Discretionary Funds,** Subsections 7.1 and 7.2 are revised to read as follows:

   7.1 Up to two and half percent (2.5%) of the total contract amount shall be used to assist families with Emergency Basic Support Services (EBSS). CONTRACTOR shall be reimbursed for allowable EBSS.

   7.2 Contractor may utilize up to fifteen percent (15%) of the total contract amount for a visitation center.

AMENDMENT NUMBER ONE
PREVENTION AND AFTERCARE SERVICES

CONTRACT NUMBER XXXXX

4. **Part I, Unique Terms and Conditions, Section 17.0, Case Records,** Subsection 17.2 is deleted in its entirety.

5. **Part II, Standard Terms and Conditions, Section 54.0, Subcontracting,** Subsection 54.3 is deleted in its entirety.

6. **Exhibit A, Statement of Work, Section 3.0, Scope of Work,** Subsection 3.3 is revised to read as follows:

   3.3 CONTRACTOR shall be required to either subcontract or engage community partners, at a minimum of thirty-five percent (35%) of Prevention and Aftercare Services funding, using subcontracts or written invoices, for services, resources or activities directly related to the successful implementation of program activities.

   3.3.1 In order for community partners to be engaged, the CONTRACTOR shall submit a written request to the COUNTY Program Manager for approval, detailing the nature of the services or resources to be provided by the community partner.

7. **Exhibit A, Statement of Work, Section 3.0, Scope of Work,** Subparagraph 3.6.6 is deleted in its entirety.

8. **Exhibit A, Statement of Work, Section 3.0, Scope of Work,** is amended to add Subparagraph 3.7 to read as follows:

   3.7 CONTRACTOR may provide the following Prevention and Aftercare Services as it is described in the Scope of Work, Subsection 7.6, Optional Visitation Center.

   3.7.1 Optional Visitation Center (up to 15% of the total contract amount).

9. **Exhibit A, Statement of Work, Subsection 7.5, Emergency Basic Support Services (EBSS),** Subparagraph 7.5.2.3 is revised to read as follows:

   7.5.2.3 EBSS shall be made available to families receiving either Prevention or Aftercare Services. EBSS shall not be the sole service provided to the family.

AMENDMENT NUMBER ONE
PREVENTION AND AFTERCARE SERVICES

CONTRACT NUMBER XXXXX

10. **Exhibit A, Statement of Work, Subsection 7.6, Desirable Visitation Center,** Subsection title 7.6 and Subparagraph 7.6.1 are revised to read as follows:

    7.6 **Optional Visitation Center**

    7.6.1 CONTRACTOR may utilize up to fifteen percent (15%) of the total contract amount for a visitation center.

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

AMENDMENT NUMBER ONE
PREVENTION AND AFTERCARE SERVICES

CONTRACT NUMBER XXXXX

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

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

XXXXXX
CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

XXXXX
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
MARY WICKHAM, INTERIM COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel