



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

510 S. Vermont Avenue, Los Angeles, California 90020  
(213) 351-5602



Board of Supervisors

HILDA L. SOLIS  
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BRANDON T. NICHOLS  
Director

JENNIE FERIA  
Chief Deputy Director

May 07, 2024

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

43 MAY 7, 2024

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

JEFF LEVINSON  
INTERIM EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST FOR APPROVAL TO EXTEND A SOLE SOURCE CONTRACT WITH THE LOS ANGELES COUNTY OFFICE OF EDUCATION FOR TUTORING AND EDUCATION SUPPORT SERVICES (ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) and the Probation Department (Probation) request the Board's approval to extend a sole source contract with the Los Angeles County Office of Education (LACOE) for the provision of Tutoring and Education Support Services to children and youth for up to two years and six months.

**IT IS RECOMMENDED THAT THE BOARD:**

1. The Department of Children and Family Services (DCFS) and the Probation Department (Probation) request the Board's approval to extend a sole source contract with the Los Angeles County Office of Education (LACOE) for the provision of Tutoring and Education Support Services to children and youth for up to two years and six months.
2. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or designee, to exercise the two one-year extension options and the six-month extension option beyond November 30, 2026, if such time is necessary to complete the negotiation of a new contract, provided that: a) sufficient funding is available for the extension; b) County Counsel approval is obtained prior to executing the extension; and c) the Director of DCFS, or designee, notifies the Board and Chief Executive Office (CEO), in writing, within ten business days after execution of such amendments.

3. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or designee, to execute amendments to increase or decrease the Maximum Annual Contract Sum by up to 10 percent, if such an amendment is necessary to meet change in service demands and the necessary funds are available in the budget. Approval from County Counsel will be obtained prior to executing such amendment, and the Director of DCFS, or designee, will notify the Board and the CEO in writing within 10 business days after execution of such amendments.

4. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or designee, to execute amendments to the contract for non-material changes, provided that: a) prior County Counsel approval is obtained; and b) the Director of DCFS, or designee, and the Chief Probation Officer, or designee, notifies the Board and CEO, in writing, within 10 business days after execution of such amendments.

5. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or designee, to prepare and execute amendments to the contract for changes affecting the Statement of Work or to any of the terms and conditions included under this contract, provided that: a) amendments do not include cost of living adjustments; b) sufficient funding is available for increases; c) County Counsel approval is obtained prior to executing the amendments; and d) DCFS and Probation notify the Board and CEO, in writing, within ten business days of the execution of such amendments.

6. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or designee, to terminate the contract in accordance with the termination provisions, including Termination for Convenience, provided that: a) County Counsel approval is obtained prior to termination of contract; and (b) DCFS and Probation notify the Board and CEO, in writing, within ten business days of termination.

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

The recommended actions will allow LACOE to continue to fulfill the DCFS' strong commitment to well-being and education to improve overall academic standing and school performance by providing tutoring and academic support to DCFS and Probation Youth in need of remedial assistance.

The children and youth supervised by DCFS and Probation require academic support at a much greater capacity than the County is currently able to provide, and through this sole source contract, the County will be able to more effectively meet this need and help the children and youth academically.

The Tutoring and Education Support Services contract is being amended to allow for additional years under the same terms and conditions. LACOE, a governmental entity charged with addressing educational oversight, is best qualified to continue to provide these services. LACOE is agreeable to continuing to act in this capacity and the amendment continues the services for six months for the initial contract term, with two one-year options for renewal. This will allow DCFS, Probation and LACOE to plan accordingly in allocating necessary resources.

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

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal 1 – Make Investments that Transform Lives and the DCFS' strong commitment to youth well-being and education. Pursuant to the Countywide Strategic Plan Section I.2.4, the County is committed to improving education outcomes of systems-involved youth.

**FISCAL IMPACT/FINANCING**

The Maximum Contract Sum is \$3,250,000. The maximum contract sum for the initial six-month contract extension period is \$650,000 of which DCFS will contribute \$487,500 and Probation will contribute \$162,500. The estimated Maximum Annual Contract Sum is \$1,300,000 of which DCFS will contribute \$975,000 and Probation will contribute \$325,000.

All funds are based on availability. DCFS' portion will be financed using 22.5 percent Federal funds and 77.5 percent Local funds. Probation's portion will be financed using 50 percent Federal funds and 50 percent NCC.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

LACOE will subcontract services to provide tutoring and academic assistance to the youth.

Contracted tutors will coordinate with DCFS and Probation to support the students. DCFS and Probation will provide referrals to LACOE for tutoring and academic support consistent with the core academic content and instruction used by the local education agencies aligned with the State academic content standards. The primary areas of tutoring will be reading, language, art and mathematics.

LACOE shall provide tutoring sessions at a maximum of two hours per session, two sessions per week, and a total of 40 hours of services through this contract.

LACOE will be responsible for generating and submitting weekly reports, and for conducting pre and post-academic assessments to demonstrate a record of effectiveness in increasing the academic proficiency of the students. These tests will facilitate the tracking of students' academic progress. LACOE will be responsible to show improvement for 75 percent of all participating youth based on comparison of pre and post-test scores.

DCFS has determined that the Living Wage Program (County Code Chapter 2.201) and Cost of Living Adjustment are not applicable to this contract.

County Counsel and the CEO have reviewed this Board Letter. County Counsel has approved this contract as to form.

Board Policy 5.100, Sole Source Contracts and Amendments, requires that the Board be notified if a department intends to extend the term of the current contract beyond its original term, if the extension was not previously solicited for, and this serves as that notification.

**CONTRACTING PROCESS**

Pursuant to the CDSS Manual of Operations, Section 23-600, Purchase of Service, Section 23-650.1.14, DCFS may procure a contract through negotiation with a public agency.

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

Approval of the contract will allow DCFS and Probation to enhance their efforts and provide tutoring

and education support services for the children and youth. Through contracting with LACOE, the County will serve substantially more youth than would otherwise be served.

**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 and the Probation Department.

Respectfully submitted,



BRANDON T. NICHOLS  
Director



GUILLERMO VIERA ROSA  
Chief Probation Officer

BTN:JF:CMMLTI:SS:TN:dj

Enclosures

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



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The Department of Children and Family Services (DCFS) and the Probation Department (Probation) request the Board's approval to extend a sole source contract with the Los Angeles County Office of Education (LACOE) for the provision of Tutoring and Education Support Services to children and youth for up to two years and six months.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or designee, to execute a contract amendment with LACOE to extend the provision of tutoring and education support services for DCFS supervised youth. The term of the contract will be extended effective June 1, 2024, or date of execution, for the initial six months with the option to extend up to two additional one-year renewal periods. The Maximum Annual Contract Sum is \$1,300,000-, with the aggregate two years and six months funding amount of \$3,250,000. DCFS will contribute \$975,000 annually using 22.5 percent Federal funds and 77.5 percent Local funds, and Probation will contribute \$325,000 annually using 50 percent Federal funds and 50 percent net County cost (NCC).

*"To Enrich Lives Through Effective and Caring Service"*

2. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or designee, to exercise the two one-year extension options and the six-month extension option beyond November 30, 2026, if such time is necessary to complete the negotiation of a new contract, provided that: a) sufficient funding is available for the extension; b) County Counsel approval is obtained prior to executing the extension; and c) the Director of DCFS, or designee, notifies the Board and Chief Executive Office (CEO), in writing, within ten business days after execution of such amendments.
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### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

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### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal 1 – Make Investments that Transform Lives and the DCFS' strong commitment to youth well-being and education. Pursuant to the Countywide Strategic Plan Section I.2.4, the County is committed to improving education outcomes of systems-involved youth.

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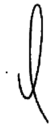
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Respectfully submitted,



Brandon T. Nichols  
Director

Guillermo Viera Rosa,  
Chief Probation Officer  
Probation Department

BTN:JF:CMM  
LTI:SS:TN:dj

Attachments

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

## SOLE SOURCE CHECKLIST

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

- New Sole Source Contract
- Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: \_\_\_\_\_

| Check<br>(✓) | <b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b><br>Identify applicable justification and provide documentation for each checked item.  |
|--------------|--|
|              | ➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>   |
|              | ➤ Compliance with applicable statutory and/or regulatory provisions.   |
|              | ➤ Compliance with State and/or federal programmatic requirements.  |
|              | ➤ Services provided by other public or County-related entities.  |
|              | ➤ Services are needed to address an emergent or related time-sensitive need.   |
|              | ➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.   |
|              | ➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.  |
|              | ➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.   |
|              | ➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.   |
|              | ➤ It is more cost-effective to obtain services by exercising an option under an existing contract.   |
|              | ➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County. |

\_\_\_\_\_

Chief Executive Office

\_\_\_\_\_

Date