

### 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 First District HOLLY J. MITCHELL Second District LINDSEY P. HORVATH Third District JANICE HAHN Fourth District KATHRYN BARGER Fifth District

BRANDON T. NICHOLS Director JENNIE FERIA Chief Deputy Director

June 10, 2025

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:

#### RECOMMENDATION TO APPROVE EIGHT SOLE SOURCE AMENDMENTS TO EXISTING CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT SERVICE CONTRACTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

### **SUBJECT**

The Department of Children and Family Services (DCFS) requests the Board's approval to approve eight Sole Source amendments to existing Child Abuse Prevention, Intervention, and Treatment (CAPIT) Services contracts beyond the original contract term, on an automatic month-to-month term effective from July 1, 2025 through June 30, 2026, to complete a solicitation currently in progress and execute new contracts expected to begin on July 1, 2026.

### IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to extend eight CAPIT Services contracts by amendment (substantially similar to Attachment A) beyond the original contract term, for an automatic month-to-month term effective July 1, 2025 through June 30, 2026. The Maximum Annual Contract amount is \$3,102,000, financed by 100 percent 2011 State Realignment funds. Sufficient funding for the CAPIT Services contracts is included in the Fiscal Year (FY) 2025-2026 Recommended Budget and will be included in the Department's subsequent budget requests.

2. Delegate authority to the Director of DCFS, or designee, to extend the contracts by amendments for an additional automatic month-to-month term of six months beyond June 30, 2026, if such time is necessary to allow time to complete a solicitation, provided that: a) sufficient funding is available; b) County Counsel approval is obtained; and c) DCFS notifies the Board and Chief Executive Office (CEO), in writing, within 10 business days after

The Honorable Board of Supervisors 6/10/2025 Page 2

the execution of such amendments.

3. Delegate authority to the Director of DCFS, or designee, to increase or decrease the Maximum Annual Contract amount by up to 10 percent when such a change is necessitated by additional and necessary services, provided that: a) sufficient funding is available; b) County Counsel approval is obtained; and c) DCFS notifies the Board and CEO, in writing, within 10 business days after the execution of such amendments.

4. Delegate authority to the Director of DCFS, or designee, to terminate CAPIT contracts for contractor default, provided that: a) County Counsel approval is obtained; and b) DCFS notifies the Board and CEO, in writing, within 10 business days after the termination of the contract.

5. Delegate authority to the Director of DCFS, or designee, to negotiate and execute amendments to the CAPIT contracts for any mergers, acquisitions or changes in ownership; for any revisions required by changes in local, state and federal regulations; or for necessary changes to meet the needs of the CAPIT program, provided that: a) County Counsel approval is obtained; and b) DCFS notifies the Board and CEO, in writing, within 10 business days after the execution of such amendments.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will allow DCFS to complete the solicitation currently in progress with new contracts expected to begin on July 1, 2026. The current CAPIT contracts will expire on June 30, 2025. The extension is needed to provide all non-selected proposers with the required due process.

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.

#### Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan North Stars: 1) Make Investments That Transform Lives; 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries by and between County departments/agencies and community and contracting partners.

### **FISCAL IMPACT/FINANCING**

The Maximum Annual Contract amount is \$3,102,000, financed by 100 percent State Realignment funds. In addition, the contractors provide an in-kind match in an amount equal to, or more than, 10 percent of the Maximum Annual Contract amount as required by Welfare and Institutions Code Section 18961(5).

Funding for the CAPIT contracts is included in the Department's FY 2025-26 Recommended Budget.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current CAPIT contracts were awarded effective July 1, 2020 through June 30, 2023, with two optional one-year extension periods through June 30, 2025, as adopted by the Board of Supervisors on June 16, 2020. These contracts were solicited and ultimately selected via a Request for Proposals solicitation process.

On February 15, 2024, the California Department of Social Services granted DCFS authority to extend the CAPIT contracts for an additional one-year period effective July 1, 2025 through June 30, 2026. In addition, the Board was notified on April 17, 2025, of the Department's intent to extend the CAPIT Services contracts as required by Board Policy 5.100 for sole source amendments.

County Counsel and the CEO have reviewed this Board letter. County Counsel has approved the amendment (Attachment A) as to form.

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

Approval of the execution of the eight CAPIT Services 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 and attachments to the Department of Children and Family Services.

Respectfully submitted,

BRANDON T. NICHOLS Director

BTN:JF:CMM:RWLTI:AO:CK:tj

Enclosures

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

Attachment A



### AMENDMENT NUMBER <u>«AMENDMENT1»</u>

ТО

### CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT (CAPIT)

### **CONTRACT NUMBER** <u>#«Contract »</u>

## WITH

«AGENCY1»

#### AMENDMENT NUMBER <u>«AMENDMENT1»</u> CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT CONTRACT NUMBER <u>#«Contract »</u>

This Amendment Number <u>«Amendment»</u> ("Amendment") to Child Abuse Prevention, Intervention, and Treatment Services Contract, ("Contract") adopted by the Board of Supervisors on June 16, 2020, is made and entered into by and between the County of Los Angeles ("COUNTY") and <u>Contractor</u> ("CONTRACTOR"), in Los Angeles, California this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**WHEREAS,** COUNTY and CONTRACTOR are parties to the Contract adopted by the Board on June 16, 2020, June 6, 2023, and subsequently on June 10, 2025, and CONTRACTOR has been providing Child Abuse Prevention, Intervention, and Treatment services to the COUNTY Department of Children and Family Services;

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Section 8.0 Standard Terms and Conditions, Subsections 8.1 Amendments and 8.2 Assignment and Delegation/Mergers or Acquisitions;

**WHEREAS,** this Amendment extends the Child Abuse Prevention, Intervention, and Treatment Services contract beyond the original contract term, on an automatic month-to-month extension effective July 1, 2025 through June 30, 2026, to complete a solicitation currently in progress and execute new contracts; 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. Section 4.0, TERM OF CONTRACT,** Subsection 4.1.1 is added to read as follows:
  - 4.1.1 The Maximum Annual Contract Sum for each year is as follows:

For Fiscal Year 2020 – 2021	<u>\$310,200</u>
For Fiscal Year 2021 – 2022	<u>\$310,200</u>
For Fiscal Year 2022 – 2023	<u>\$310,200</u>
For Fiscal Year 2023 – 2024	<u>\$310,200</u>
For Fiscal Year 2024 – 2025	<u>\$310,200</u>
For Fiscal Year 2025 – 2026	<u>\$310,200</u>

**2.** A Line Item and Budget Narrative effective July 1, 2025 through June 30, 2026, are attached to this amendment and incorporated as part of Exhibit B Line Item Budget and Exhibit C Budget Narrative.

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

#### AMENDMENT NUMBER <u>«AMENDMENT1»</u> CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT CONTRACT NUMBER <u>#«Contract »</u>

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number <u>«Amendment»</u> 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 <u>«Amendment»</u> 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	CONTRACTOR:
By: BRANDON T. NICHOLS, DIRECTOR Department of Children and Family Services	<u>«AGENCY1»</u>
	Ву:
	Name:
	Title:
	Ву:
	Name <u>:</u>
	Title:
	<u>«Tax_ID»</u> Tax Identification Number
APPROVED AS TO FORM:	

BY THE OFFICE OF COUNTY COUNSEL DAWYN R. HARRISON, COUNTY COUNSEL

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

### SOLE SOURCE CHECKLIST

Department Name: Department of Children and Family Services

$\checkmark$	

New Sole Source Contract

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

July 1, 2020

Check (✓)		JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS 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.
	$\succ$	Services provided by other public or County-related entities.
		Services are needed to address an emergent or related time-sensitive need.
	$\succ$	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.
	$\succ$	It is more cost-effective to obtain services by exercising an option under an existing contract.
	A	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.

Michael J. Martinez Digitally signed by Michael J. Martinez Date: 2025.05.16 09:33:02 -07'00'

Chief Executive Office

### Sole Source Justification

Child Abuse Prevention, Intervention, and Treatment (CAPIT) Program July 1, 2025 – June 30, 2026

1. What is being requested?

The CAPIT Program is requesting an extension for eight CAPIT providers from July 1, 2025 through June 30, 2026, to ensure continuity of services. The current contract term is set to expire on June 30, 2025, and the new contracts resulting from the Request for Proposals released on April 23, 2024, are expected to begin on July 1, 2026, or sooner.

2. Why is the product needed – how will it be used?

CAPIT is a voluntary community-based program that provides child abuse prevention, intervention, and treatment services. CAPIT seeks to address and diminish risk factors that may lead to child abuse and neglect by providing services to children and families which in turn will reduce the risk of child abuse and neglect, promote stability in living situations, and prepare families to better meet the children's needs.

3. Is this brand of product the only one that meets the user's requirements?

The eight contracted providers are all incumbent providers under the current CAPIT contract and meet the Department's requirements .

4. Have other products or vendor been considered?

Other vendors have not been considered, as a Request for Proposals was released on April 23, 2024. The California Department of Social Services approved an extension request on February 15, 2024, effective July 1, 2025 through June 30, 2026.

5. Will purchase of this product avoid other costs?

N/A

6. Is this product proprietary or available from other dealers?

N/A

7. Reasonableness of price. Does County obtain a percentage discount or special discount not available to the private sector.

No.

8. What is the dollar value of the existing equipment?

The contract budget for the one year extension is \$3,102,000.00