

COUNTY OF LOS ANGELES

Family and Social Services

SACHI A. HAMAI
Chief Executive Officer



DATE: Wednesday, June 24, 2020
TIME: 1:30 PM

DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEETING PARTICIPANTS AND MEMBERS OF THE PUBLIC WILL NEED TO CALL IN TO PARTICIPATE:

Teleconference Call-In Number: (323) 776-6996/ Conference ID: 747311624#

AGENDA

Members of the Public may address agenda item. Three (3) minutes are allowed for each item.

- I. Call to Order
- II. **Presentation/Discussion Items:**
 - a. **Department of Public Social Services (DPSS):** Recommendation to Award a Master Agreement to Various Agencies to Provide Community Services Block Grant Program.
 - b. **DPSS:** Recommendation to Extend Contracts with Four Adolescent Family Life Program Agencies to Provide Cal-Learn Case Management Services.
 - c. **Department of Children and Family Services:** Request Approval to Increase the Maximum Annual Contract Amount for HealthRIGHT 360's Prevention and Aftercare Services.
 - d. **DCFS:** Court Technology Changes During COVID-19 Update.
- III. Items continued from a previous meeting of the Board of Supervisors or from a previous FSS Agenda Review meeting.
- IV. Public Comment
- V. Adjournment



County of Los Angeles

DEPARTMENT OF PUBLIC SOCIAL SERVICES

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Board of Supervisors

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KATHRYN BARGER
Fifth District

July 21, 2020

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:

**RECOMMENDATION TO EXTEND CONTRACTS WITH FOUR
ADOLESCENT FAMILY LIFE PROGRAM AGENCIES TO PROVIDE
CAL-LEARN CASE MANAGEMENT SERVICES (ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks approval to extend current contracts with the existing four (4) Adolescent Family Life Program (AFLP) agencies to continue providing Cal-Learn Case Management Services (Cal-Learn) to pregnant and parenting teens who have not completed their high school education. The current contracts expire on August 31, 2020.

IT IS RECOMMENDED THAT THE BOARD:

Delegate authority to the Director of DPSS, or her designee, to prepare and execute amendments in substantially similar form as Enclosure I to extend the Cal-Learn contracts for two (2) years, effective September 1, 2020 through August 31, 2022, with the four (4) AFLP agencies listed in Enclosure II. The Director of DPSS shall notify the Board within ten (10) business days of executing such amendments. The annual maximum amount of the extension for the Cal-Learn contracts is estimated at \$2.9 million, funded with CalWORKs Single Allocation.

“To Enrich Lives Through Effective And Caring Service”

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Cal-Learn is a State-Mandated Program for CalWORKs participants who are under the age of 19 years old, are pregnant or parenting, and have not completed their high school education. The County's Cal-Learn AFLP agencies provide comprehensive case management services to assist teens in completing their high school education.

On June 5, 2019, the California Department of Social Services (CDSS) announced their intention to revise program guidelines to align with their new case management models. CDSS strongly encouraged counties who currently contract with AFLP agencies and were in the process of negotiating new contracts to extend their current contracts to allow time for the modifications and release of the new program guidelines.

CDSS approved the extension of the current contracts for two (2) years. This extension will allow DPSS sufficient time to review the revised guidelines released by CDSS on March 12, 2020, determine which of the case management models is best suited for the participants, and develop, negotiate, and execute a new contract that is aligned with the revised guidelines. The extension will ensure services to participants are provided without any disruption.

The Cal-Learn AFLP agencies have consistently provided quality and effective services to pregnant and parenting teens for more than 25 years and have been active partners in the administration of these services.

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, Strategy 1.2: Address society's most complicated social, health, and public safety challenges by enhancing our delivery of comprehensive interventions.

FISCAL IMPACT/FINANCING

The Cal-Learn contracts do not include maximum contract amounts because they are caseload driven. Payment is based on the number of eligible teens who are enrolled and participate in the program. The current monthly rate per participant is \$283.65. The estimated annual contract cost for all four (4) contracts is \$2.9 million for an estimated two-year cost of \$5.8 million. These contracts are funded with CalWORKs Single Allocation. There is no Net County Cost.

Funding has been included in the Department's Fiscal Year 2020-21 Adopted Budget. Funding for future years will be included in the Department's annual budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Welfare and Institutions Code Section 11331, et seq., require the County to provide Cal-Learn Case Management Services to pregnant or parenting teens under the age of 19 years old who have not completed their high school education.

The contracts provide for termination by the County upon 30-day written notice, should termination be in the County's best interest. The Contract also contains a provision which limits the County's obligation if funding is not appropriated by the Board of Supervisors.

The extension of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State, and County regulations.

The AFLP agencies are in compliance with all Board, Chief Executive Office, and County Counsel requirements.

County Counsel has reviewed this Board Letter and has approved the amendments as to form.

CONTRACTING PROCESS

The Cal-Learn Program was enacted by the State in 1993. Welfare and Institutions Code Section 11333 and CDSS Manual of Policies and Procedures Section 42-766.13.131 require the County to contract with existing AFLP agencies for Cal-Learn Case Management Services, unless certain exceptions are met. Because none of the exceptions apply to the County of Los Angeles, the Department contracts with the four (4) AFLP agencies operating in the County of Los Angeles.

In compliance with the revised Board Policy 5.100 – Sole Source Contract, the Sole Source Checklist along with supporting documentation are attached as Enclosure III. The Director of DPSS, or her designee, will notify Internal Services Department of the sole source amendments approved by the Board upon its execution.

The contracts contain a Cost of Living Adjustment (COLA) provision that complies with the County's COLA policy.

Contract Performance

Performance is measured by orientation completion, school enrollment, report card submission, and graduation.

The monitoring of this contract is performed on a semi-annual basis with the exception of the graduation rate, which is measured annually. During the term of the current contract, the agencies generally met the performance requirements and overall were in compliance with contract requirements.

IMPACT ON CURRENT SERVICES

The recommended action will enable the County to continue providing the required services. The extensions of these contracts enable the Department to provide Cal-Learn Case Management Services to eligible pregnant and parenting teens without disruption of services while the Department executes new contracts that are aligned with the new case management models required by CDSS.

The recommended action will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. 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 DPSS.

Respectfully submitted,

Antonia Jiménez
Director

AJ:pd

Enclosures (3)

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

**AMENDMENT NUMBER SIX
TO THE CONTRACT BY AND BETWEEN
THE COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND**

**FOR
CAL-LEARN CASE MANAGEMENT SERVICES**

Reference is made to the document entitled, "Contract By and Between the County of Los Angeles, Department of Public Social Services, herein referred to as "County", and _____, hereinafter referred to as "Contractor", for Cal-Learn Case Management Services," dated September 1, 2015, and further identified as County Contract Number CLC1500, and Amendment Number One, dated August 16, 2016; and Amendment Number Two, dated June 4, 2018; and Amendment Number Three, dated September 1, 2018; and Amendment Number Four, dated November 20, 2019; and Amendment Number Five, dated December 12, 2019 (hereinafter referred to as "Contract").

The Amendment Number Six shall be effective as of the date of execution by all parties.

WHEREAS, on August 4, 2015, the County of Los Angeles Board of Supervisors delegated authority to the Director of Department of Public Social Services, or her designee, to execute a contract for the provision of case management services for Cal-Learn participants for the term of September 1, 2015 through August 31, 2018, with an option to extend the Contract for up to two additional one-year periods.

WHEREAS, on June 4, 2018, the County exercised its option to extend the term of this Contract for two additional one-year periods effective September 1, 2018 through August 31, 2020.

WHEREAS, on June 5, 2019, the California Department of Social Services (CDSS) advised the County to extend this Contract, allowing CDSS time to modify and release the new Cal-Learn Program guidelines. The extension will also allow the Department sufficient time to develop, negotiate, and execute a new contract that is aligned with the new program guidelines.

WHEREAS, the County intends to extend Contract for additional two (2) years effective September 1, 2020 through August 31, 2022.

WHEREAS, it is to the mutual benefit of County and Contractor to extend the term of the Contract and to modify and add certain provisions; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Contract, Section 2.0, Definitions, Subsection 2.21**, is added as follows:
 - 2.21 Positive Youth Development (PYD)/Adopted Model: The model of case management services for Cal-Learn participants that is adopted by DPSS

at the guidance of CDSS. An All County Letter will be released by CDSS to provide such guidance to Counties.

2. **Contract, Section 4.0, Term of Contract, Subsection 4.1** is deleted and replaced as follows:

- 4.1 The term of this Contract shall commence on September 1, 2015, or upon execution by the Department Head whichever is later and shall continue through August 31, 2022. This Contract may be terminated or extended, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest.

3. **Contract, Section 4.0, Term of Contract, Subsection 4.2** is deleted and replaced as follows:

- 4.2 The maximum total Contract term of up to seven (7) years shall end August 31, 2022.

4. **Contract, Section 5.0, Contract Sum, Subsection 5.10 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**, is added as follows:

5.10 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.10.1 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).

- 5.10.2 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.

- 5.10.3 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.

- 5.10.4 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.

5. **Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.2 Assignment and Delegation** is deleted and replaced as follows:

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the contract may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provision of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract delegations, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be

entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

6. **Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.26 Insurance Coverage, Paragraph 8.26.3** is deleted and replaced as follows:

8.26.3 Worker's Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmens' compensation law or any federal occupational disease law.

7. **Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.58 Compliance with the County Policy of Equity**, is added as follows:

8.58 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8. **Contract, Section 9.0, Unique Terms and Conditions, Subsection 9.12 Data Destruction**, is added as follows:

9.12 Data Destruction

9.12.1 Contractors that have maintained, processed, or stored County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately

destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 title *Guidelines for Media Sanitation*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

9.12.2 The data and/or information may be stored on purchased, leased, or rented electronic devices (e.g., server, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractors that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

9.12.3 Contractors shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute Standard of Technology (NIST) Special Publication Sp-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9. **Exhibit A, Statement of Work and Technical Exhibits, Table of Contents** is revised to add Technical Exhibit 8, Sample Adolescent Family Life Program Positive Youth Development (PYD)/Adopted Model Training Log/Invoice.

10. **Exhibit A, Statement of Work and Technical Exhibits, Section 4.0 Contractor Responsibilities, Subsection 4.4 Training, Paragraph 4.4.3** is added as follows:

4.4.3 a. Appropriate Contractor's staff shall attend the State-required trainings related to the new Cal-Learn Program Case Management Services including the Positive Youth Development/Adopted Model. These trainings will be billed and tracked separately on a monthly basis. This applies to State-required trainings related to the new changes and not County-required meetings and trainings.

b. Contractor shall complete and submit the Technical Exhibit 8, Sample Adolescent Family Life Program Positive Youth Development (PYD)/Adopted Model Training Log/Invoice with supporting documentation which includes but is not limited to airfare, hotel, meals, transportation, etc. to the County Contract Administrator for approval and payment. Supporting documentation shall include training certificate or a verification from the State verifying that the staff completed a specific training. For tracking purposes, Technical Exhibit 8 must be submitted each month, even if no trainings were completed.

11. **Exhibit A, Statement of Work and Technical Exhibits, Technical Exhibit 8, Sample Adolescent Family Life Program Positive Youth Development (PYD)/Adopted Model Training Log/Invoice** is added which is attached hereto and made part of this Contract.
12. **Exhibit E, County's Administration** is deleted in its entirety and replaced with the revised Exhibit E, County's Administration attached hereto and incorporated by reference.

All other terms and conditions of this contract remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors has caused this Amendment Number Six to be executed by the Director of the Department of Public Social Services or designee and approved by County Counsel, and Contractor has caused this Amendment Number Six to be executed on its behalf by its duly authorized officer, this _____ day of _____, 202__.

COUNTY OF LOS ANGELES

By _____
Antonia Jiménez, Director
Department of Public Social Services

Date

CONTRACTORS NAME:

By _____
(Signature)

Date

(Print Name)

(Title)

By _____
(Signature)

Date

(Print Name)

(Title)

APPROVED AS TO FORM:

Mary Wickham

COUNTY COUNSEL

By _____
Melinda White-Svec
Deputy County Counsel

Date

Exhibit A, Technical Exhibit 8

SAMPLE ADOLESCENT FAMILY LIFE PROGRAM
POSITIVE YOUTH DEVELOPMENT (PYD)/ADOPTED MODEL TRAINING LOG/INVOICE

MONTH _____, 20____

#	Name of Cal-Learn Staff Who Attended PYD Training (First and Last Name)	Name of the Training (s)	Date(s) of Training	Location of the Training	Completed (Y/N)	Verification or Certificate Submitted (Y/N)	Total Cost
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
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16							
17							
18							
19							
20							
21							
22							
23							
GRAND TOTAL							

* All PYD/Adopted Model training expenses must be necessary, reasonable and justifiable. Contractors must submit supporting documentation.

COUNTY'S ADMINISTRATIONCONTRACT NO. 15-001 – 15-004**COUNTY CONTRACT DIRECTOR:**

Name: Gloria Lo
Title: Director, Contract Management, Section IV
Address: 12900 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746
Telephone: (562) 908-4432 Facsimile: (562)908-0590
E-Mail Address: Gloria.Lo@dpss.lacounty.gov

SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA):

Name: Renea Towns-Haskin
Title: Administrative Services Manager II, Contract Management, Section IV
Address: 12900 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746
Telephone: (562) 908-3052 Facsimile: (562)908-0590
E-Mail Address: ReneaTowns@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR (CCA):

Name: Dale Oishi-Kocker
Title: Administrative Services Manager I, Contract Management, Section IV
Address: 12900 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746
Telephone: (562) 908-4435 Facsimile: (562)908-0590
E-Mail Address: DaleOishiKocker@dpss.lacounty.gov

COUNTY CONTRACT PROGRAM MANAGER:

Name: Consuelo Ayala
Title: Human Services Administrative I, CalWORKs & GAIN Program Division, Program Policy Section I
Address: 12820 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746
Telephone: (562) 908-6738 Facsimile: _____
E-Mail Address: ConsueloAyala@dpss.lacounty.gov

COUNTY CONTRACT PROGRAM MONITOR (CPM):

Name: Marjorie Logan
Title: Contract Program Monitor, Contract Management, Section IV
Address: 12900 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746
Telephone: (562) 908-5717 Facsimile: (562)908-0590
E-Mail Address: MarjorieLogan@dpss.lacounty.gov

CAL-LEARN CASE MANAGEMENT LIST OF AGENCIES

AFLP AGENCIES	BOARD DISTRICTS SERVED
AltaMed Health Services Corporation	1,2
Children's Hospital Los Angeles	1,2,3
El Nido Family Centers	2,3,4,5
Foothill Family Service	1,4,5

SOLE SOURCE CHECKLIST

Department Name: Department of Public Social Services

☐ New Sole Source Contract

☒ Existing Sole Source Contract Date Sole Source Contract Approved: 08/04/2015

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input checked="" type="checkbox"/>	➤ 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>
<input checked="" type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input checked="" type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost 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


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WELFARE AND INSTITUTIONS CODE - WIC

DIVISION 9. PUBLIC SOCIAL SERVICES [10000 - 18999.81] (*Division 9 added by Stats. 1965, Ch. 1784.*)

PART 3. AID AND MEDICAL ASSISTANCE [11000 - 15771] (*Part 3 added by Stats. 1965, Ch. 1784.*)

CHAPTER 2. California Work Opportunity and Responsibility to Kids Act [11200 - 11526.5] (*Heading of Chapter 2 amended by Stats. 1997, Ch. 270, Sec. 49.*)

ARTICLE 3.5. Cal-Learn Program [11331 - 11334.7] (*Article 3.5 added by Stats. 1993, Ch. 69, Sec. 36.*)

- 11333.** (a) Except as provided in subdivision (b), counties shall contract for the provision of case management services, as described in subdivision (b) of Section 11331.7 and in Section 11332.5, with public or nonprofit agencies or school districts that administer services under the Adolescent Family Life Program (Article 1 (commencing with Section 124175) of Chapter 4 of Part 2 of Division 106 of the Health and Safety Code).
- (b) Counties may contract with other public or nonprofit agencies or school districts for case management services or provide case management services directly in cases where services from contractors under the Adolescent Family Life Program are not available or cost-effective, or where the county has an existing teen services program, and if all the following conditions are met:
- (1) The Director of Health Services has determined that the services conform to the standards and scope of services provided through the Adolescent Family Life Program.
 - (2) The county plan includes a justification for not contracting with the Adolescent Family Life Program.
 - (3) The services are designed with the cooperation of the local health agency.
- (c) Counties shall include Adolescent Family Life Program contractors in their planning of Cal-Learn implementation.
- (d) In implementing this section and developing model contracts, the department shall consult with the State Department of Health Services so as to promote the purposes of this program.

(Amended by Stats. 1996, Ch. 1023, Sec. 468. Effective September 29, 1996. As prescribed in former Section 11334.8, this section (as part of Article 3.5) resumed full operation on April 1, 2013, after a period of inoperation or limited operation. Note: Former Section 11334.8 was last amended by Stats. 2012, Ch. 439, before its repeal on April 1, 2013.)

Regulations	NONLINKING FACTORS OF PUBLIC ASSISTANCE ELIGIBILITY WELFARE-TO-WORK	42-766 (Cont.)
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42-766	CAL-LEARN CASE MANAGEMENT SERVICES	42-766
	(Continued)	

.13 Provision of Case Management Services

.131 Adolescent Family Life Program (AFLP) Contracting Requirement

Except as provided in Section 42-766.132, the CWD shall contract with an existing AFLP provider for case management services.

.132 Exceptions to Contracting With AFLP

The CWD may contract with other public or nonprofit agencies or school districts for all or part of case management services or may provide all or part of case management services directly only when one of the following conditions exist:

- (a) AFLP services are not available; or
- (b) AFLP services are not cost-effective; or
- (c) The CWD has an existing teen parent program operating under an approved CalWORKs County Plan.

.133 Requirements When Not Contracting With AFLP

When case management services are provided by the CWD or by an agency which is not administering an AFLP, the following conditions shall be met:

- (a) The services shall conform as determined by CDHS to the standards of the "California Department of Health Services, Maternal and Child Health, Adolescent Family Life Program Standards, March 1, 1993, and Cal-Learn Addendum, January 26, 1994," which are hereby incorporated by reference; and
- (b) The Cal-Learn County Plan as specified in Section 42-767 shall include justification for not contracting with the AFLP under Section 42-767.121(a); and
- (c) The services shall be designed with the cooperation of the local county health agency.



BOBBY D. CAGLE
Director

GINGER PRYOR
Chief Deputy Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602



Board of Supervisors

HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

June 30, 2020

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 FOR APPROVAL TO INCREASE THE MAXIMUM ANNUAL CONTRACT
AMOUNT FOR HEALTHRIGHT 360'S PREVENTION AND AFTERCARE SERVICES
CONTRACT
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests your Board's approval to increase the maximum annual contract amount for HealthRIGHT 360's Prevention and Aftercare Services (P&A) contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or his designee, to increase the maximum annual contract amount for HealthRIGHT 360's P&A contract by \$18,113.70 effective upon execution through December 31, 2020, and execute a contract amendment substantially similar to Attachment A. The additional funding is financed using 100 percent 2011 State Realignment funds and will raise HealthRIGHT 360's maximum annual contract amount to \$2,535,863. Sufficient funding for this contract increase is included in the Department's Fiscal Year (FY) 2020-21 Recommended Budget.
2. Delegate authority to the Director of DCFS, or his designee, to execute P&A contract amendments to incorporate changes as mandated by Federal, State and County, provided funding is available. Approval of County Counsel will be obtained prior to the execution of such amendments, and DCFS will notify the Board, in writing, within 10 business days of execution of the amendments.
3. Delegate authority to the Director of DCFS, or his designee, to execute amendments

"To Enrich Lives Through Effective and Caring Service"

to extend the contract on a month-to-month basis for a period not to exceed six months beyond December 31, 2020, in the event the extension is necessary to complete the solicitation for new P&A contracts currently in progress. Approval of County Counsel will be obtained prior to executing of such amendments, and DCFS will notify the Board, in writing, within 10 business days of execution of the amendments.

4. Delegate authority to the Director of DCFS, or his designee, to exercise the County's options to extend the P&A contracts by written notice; to negotiate and execute amendments to the contracts for the reallocation of funds among the contracts, including unspent funds, to meet unanticipated demands; or to increase or decrease the maximum annual contract amount up to 10 percent when such a change is necessitated by additional and necessary services, provided funding is available. Approval of County Counsel will be obtained prior to executing of such amendments, and DCFS will notify the Board, in writing, within 10 business days of execution of the amendments.
5. Delegate authority to the Director of DCFS, or his designee, to terminate P&A contracts for contractor default.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

P&A is a community-based prevention program designed to strengthen families' resilience and nurture the development of healthy behaviors to prevent and stop child abuse and maltreatment.

This funding increase allows HealthRIGHT 360 to continue to support the African-American Community Engagement (ACE) faith-based model, as implemented by a Board Motion approved on September 25, 2018. The ACE project employs both intervention and prevention methods using anchor churches as a hub for referrals and linkage to services within the community by providing case navigation services, Community Cultural Brokers, Effective Black Parenting, anger management counseling, housing and employment support. These services are in alignment with the P&A program which aims to promote healthier communities, stronger families and thriving children.

Implementation of Los Angeles County's Strategic Plan Goals

These actions support Goal 1 of the Countywide Strategic Plan, Strategy I.1, Increase Our Focus on Prevention Initiatives, Objective I.1.1., Promote Supportive Parenting: Increase the number of vulnerable children and families touched by the County referred to the community-based network of Prevention/Aftercare providers.

FISCAL IMPACT/FINANCING

The funding increase of \$18,113.70 is allocated by DCFS using 100 percent 2011 State Realignment funds. Sufficient funding for this increase is included in the Department's FY 2020-21 Recommended Budget. With this increase, HealthRIGHT 360's maximum annual contract amount will be \$2,535,863. Please refer to Attachment B for funding details.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 3, 2019, the Board granted delegated authority to the Director of DCFS to increase or decrease the maximum annual contract amount for P&A contracts by up to 10 percent. The DCFS Director has exhausted his delegated authority, granted by the Board on December 3, 2019, to increase the funding for HealthRIGHT 360 by executing two prior contract amendments in the total amount of \$228,886. The first amendment was executed on January 9, 2020, in the amount of \$150,00 or 6.6 percent of the maximum annual contract amount and the second amendment increase was executed on February 28, 2020, in the amount of \$78,886.30 or 3.4 percent of the maximum annual contract amount. Thus, the Board's approval is needed to increase the contract by an additional \$18,113.70.

In compliance with revised Board Policy 5.100, Sole Source Contracts, DCFS notified the Board on May 28, 2020, of its intent to increase the HealthRIGHT 360 contract by \$18,113.70, effective upon execution through December 31, 2020.

Attachment A, Amendment, has been approved as to form by County Counsel.

Attachment C, Sole Source Checklist has been approved by CEO.

IMPACT ON CURRENT SERVICES

The recommended actions will allow for continued support of the ACE project.

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.

The Honorable Board of Supervisors
June 30, 2020
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Respectfully submitted,


BOBBY D. CAGLE
Director

BDC:CMM:KR
LTI:AO:MB:jc

Attachments (3)

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



ANTONIA JIMÉNEZ
Director

PARJACK GHADERI
Chief Deputy

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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Board of Supervisors
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Third District

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Fourth District

KATHRYN BARGER
Fifth District

July 21, 2020

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:

**RECOMMENDATION TO AWARD A MASTER AGREEMENT TO VARIOUS
AGENCIES TO PROVIDE COMMUNITY SERVICES BLOCK GRANT PROGRAM
SERVICES
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks approval to execute Master Agreements (MAs) with 55 community-based agencies for the provision of the Community Services Block Grant (CSBG) Program services for a five-year term, effective January 1, 2021 through December 31, 2025. The approval of the MAs will allow DPSS to partner with community-based agencies to provide a variety of services to low-income families and individuals throughout the County of Los Angeles Community Action Agency (CAA) service area.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS, or her designee, to prepare and execute MAs with the 55 community-based agencies listed on Enclosure I, in substantially similar form as Enclosure II, effective January 1, 2021 through December 31, 2025. The Director of DPSS will notify the Board within ten (10) business days after execution.
2. Delegate authority to the Director of DPSS, or her designee, to award CSBG MAs to additional agencies during the five-year period provided that: (a) such agencies meet all of the minimum qualifications outlined in the initial Request for Statement of

Qualifications (RFSQ) dated September 11, 2019; (b) there is a need for the Core Service Category in the Supervisorial District for which agencies apply; and (c) DPSS notifies the Board in writing within ten (10) business days after execution.

3. Delegate authority to the Director of DPSS, or her designee, to award Service Requisitions for CSBG Program services to agencies with MAs as needed. DPSS will notify the Board within ten (10) business days after execution. The total cost for services under the Service Requisitions is to be determined based on annual federal CSBG allocations. The estimated annual cost for subsequent Fiscal Years (FYs) will be included in DPSS' budget requests.
4. Delegate authority to the Director of DPSS, or designee, to prepare and execute amendments to the MAs and/or Service Requisitions for: a) instances which affect the scope of work, contract term, contract sum, payment terms, or any other term or condition; b) additions and/or changes required by the Board or Chief Executive Office (CEO); c) changes to be in compliance with applicable federal, State, and County regulations; or d) increases or decreases to the Service Requisition amounts based on contractor's performance, community needs, and funding availability. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director of DPSS will notify the Board within ten (10) business days of executing such amendments.
5. Delegate authority to the Director of DPSS, or her designee, to suspend or terminate CSBG MAs and/or Service Requisitions on behalf of the County in accordance with the applicable provisions in the respective Agreements. The approval of County Counsel as to form will be obtained prior to executing suspensions or terminations. The Director of DPSS will notify the Board at least ten (10) days in advance of executing terminations.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will allow DPSS to create a pool of qualified community-based agencies to provide CSBG Program services to assist low-income individuals and families attain the skills, knowledge, and motivation necessary to achieve self-sufficiency throughout the County of Los Angeles CAA service area.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal II, Foster Vibrant and Resilient Communities: Our investments in the lives of County residents are sustainable only when grounded in strong communities. We want to be the hub of a network of public-private partnering entities supporting vibrant communities.

FISCAL IMPACT/FINANCING

The estimated cost of the Service Requisitions for Calendar Years 2021-2025 will be determined based on federal allocations. The Calendar Year 2020 allocation was \$6,197,048. The funding for CSBG services is included in DPSS' FY 2020-21 Budget Request and will be included in the Department's budget requests for subsequent fiscal years. CSBG Program services are fully funded by federal appropriations through the California Department of Community Services and Development, and there is no impact on Net County Cost.

DPSS will fund all services within its approved budget for the CSBG services. DPSS will confirm that funding is available before Service Requisitions are executed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The purpose of the CSBG program is to assist low-income families and individuals achieve economic self-sufficiency through a variety of services such as employment services, senior and disabled adult services, emergency services, legal services, domestic violence services, and child and family development services.

The County of Los Angeles CAA service area includes all the cities and unincorporated areas of the County except the cities of Arcadia, Duarte, Los Angeles, Long Beach, Monrovia, Pasadena, Sierra Madre, South Pasadena, and the unincorporated area of Altadena. In order to receive CSBG services, participants must be below 100 percent of the federal poverty level or below 125 percent if receiving CalWORKs, and reside within the CAA service area. Funding for CSBG services is allocated among the five Supervisorial Districts based on the percentage of low-income individuals in the CAA service area that reside in each District (Enclosure III). The allocation is based on 2010 census data and may be adjusted with 2020 census data, when available.

County Counsel reviewed this Board letter and approved the MA (Enclosure II) as to form. The MA will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State, and County regulations and requirements.

All contractors, current and prospective, are, and will be, in compliance with all Board, CEO, and County Counsel requirements.

CONTRACTING PROCESS

On September 11, 2019, DPSS released an RFSQ for CSBG Program services. The RFSQ was advertised on DPSS' social media platforms and in the following newspapers: Los Angeles Times, La Opinion, Long Beach Press Telegram, Antelope Valley Press,

and the San Gabriel Valley Tribune. The RFSQ was also posted on the County of Los Angeles' Doing Business with the County, and DPSS' Contract Opportunities websites.

DPSS received 185 Statements of Qualifications (SOQs) from 59 agencies. A total of nine (9) SOQ's from six (6) agencies were disqualified for failing to meet the minimum qualifications. Of the 59 agencies that responded to the CSBG RFSQ, the Department recommends entering into MAs with 55 qualified agencies (Enclosure I). With the Board's approval, DPSS will continue to accept and evaluate SOQs from additional agencies throughout the term of the MAs. Such agencies may be awarded an MA if they meet the initial RFSQ requirements. Information about the MA, the RFSQ requirements, and the opportunity to submit SOQs is posted on the County's website.

The California Department of Community Services and Development approved the five-year term of the MAs.

REQUEST FOR SERVICES AND SERVICE REQUISITION PROCESS

DPSS will work with the District Offices to determine which of the six (6) Core Service Categories (Child & Family Development, Domestic Violence, Emergency, Employment, Legal, and Senior and Disabled Adult Services), and the 38 Subservices are to be funded in the five (5) Supervisorial Districts based on the service needs of the Districts. DPSS will identify the MA agencies that are qualified to provide the needed Core Service Categories and Subservices in the Districts and then send a Request for Services (RFS) to such agencies. The RFS will include a Statement of Work for a specific Core Service Category and if applicable, Subservice.

In response to the RFS, interested MA agencies will submit proposals to DPSS including a detailed work plan, measurable outcomes, a budget, a fixed cost for each service and proof of insurance. Service Requisitions will be issued to those MA agencies selected from the RFS process. Additional services not included in the Service Requisition will require an amendment to the Service Requisition.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable DPSS to provide CSBG program services to low-income individuals and families throughout the County of Los Angeles CAA service area.

The recommended actions will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

The Honorable Board of Supervisors
July 21, 2020
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CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DPSS.

Respectfully submitted,

ANTONIA JIMÉNEZ
Director

AJ:eot

Enclosures

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