

COUNTY OF LOS ANGELES
Family and Social Services

FESIA A. DAVENPORT
Chief Executive Officer



DATE: **Wednesday, December 8, 2021**
TIME: **2:00 PM**

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.

TO PARTICIPATE IN THE MEETING, PLEASE CALL AS FOLLOWS:
Teleconference Call-In Number: (323) 776-6996/ Conference ID: 599 009 090#
[MS Teams Meeting Link](#) (Ctrl + click to follow link)

AGENDA

Members of the Public may address agenda item. Two (2) minutes are allowed for each item.

- I. Call to Order
- II. **NOTICE OF CLOSED SESSION**
 - CS-1 **CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation
Government Code Section 54956.9, subdivision (d)(1)
Stubblefield v. County of Los Angeles
Department of Children and Family Services **1:30PM Prior to Public Meeting**
- III. **Presentation/Discussion Items:**
 - a. **Department of Children and Family Services (DCFS)/ Department of Mental Health/ Probation Department:** Families First Prevention Services Act (FFPSA) Quarterly Update.
 - b. **DCFS:** Request Approval of the Extension of a Sole Source Contract with Chapin Hall at the University of Chicago for Consultant Services.
- IV. Items continued from a previous meeting of the Board of Supervisors or from a previous FSS Agenda Review meeting.
- V. Public Comment
- VI. Adjournment



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

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

BOBBY D. CAGLE
Director

GINGER PRYOR
Chief Deputy Director

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SHEILA KUEHL
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JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

December 14, 2021

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 TO APPROVE THE EXTENSION OF A SOLE SOURCE CONTRACT WITH
CHAPIN HALL AT THE UNIVERSITY OF CHICAGO FOR CONSULTANT SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests the Board's approval of an amendment to extend beyond the original term a Sole Source Contract with Chapin Hall at the University of Chicago (Chapin Hall) for Consultant Services to continue to implement the Family First Prevention Services Act (FFPSA).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute an amendment, substantially similar to Attachment A, with Chapin Hall to increase the Maximum Contract Sum by \$222,000 for the initial term effective April 1, 2020, through June 30, 2022, and by an additional \$222,000, for the term of July 1, 2022, through December 31, 2022. The revised Maximum Contract Sum for April 1, 2020, through December 31, 2022, is \$1,183,231, financed by 100 percent Federal funds through the FFPSA.
2. Delegate authority to the Director of DCFS, or designee, to execute amendments to extend the term from January 1, 2023 through June 30, 2023, with no increase to the Maximum Contract Sum, and to amend as necessary to meet programmatic needs to complete the implementation of the FFPSA. Execution of

"To Enrich Lives Through Effective and Caring Service"

amendments is contingent upon: a) Approval of the California Department of Social Services (CDSS), b) County Counsel approval is obtained prior to execution of such amendment, c) DCFS notifying the Chief Executive Officer (CEO) in writing, within 10 business days after execution.

3. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or decrease the agreement amount by 10 percent of the Maximum Contract Sum to accommodate unanticipated increase or decrease in units of service. Execution of amendments is contingent upon: a) County Counsel approval is obtained prior to execution of such amendment, and b) DCFS will notify the CEO in writing, within ten business days of such amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In December 2019, DCFS entered into a contract, with the support from the Anthony and Jeanne Pritzker Family Foundation and Casey Family Programs, for Chapin Hall to assist with the FFPSA implementation efforts. On April 1, 2020, DCFS entered into a 27-month contract effective April 1, 2020 through June 30, 2022, for Chapin Hall to assist with planning for the FFPSA implementation. The planning process consisted of three phases: Phase I – April 2020-September 2020, included co-facilitation of meetings, engaging service providers and stakeholders, co-designing the implementation plan, conducting DCFS data analysis and developing business process maps. The Phase II - September 2020-June 2021, included coordinating a comprehensive review of the California Draft Prevention Plan, conducting Probation data analysis, and convening implementation workgroups. Phase III – July 2021-December 2021, included support of stakeholder engagement, FFPSA pilot implementation, and convening of workgroups.

The completion of Phase III was based on CDSS' draft Prevention Plan (Plan) submission date of March 30, 2021, to the Administration of Children and Families (ACF). However, CDSS delayed the release of the Plan to ACF; therefore, requiring Phase III to be adjusted. The final Plan was submitted to ACF on August 5, 2021. The increase allows Phase III stakeholder engagements to continue and implementation of the FFPSA pilot.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended services support the County's Strategic Plan Goal I. Make Investments That Transform Lives, Strategy I.1 Increase Our Focus on Prevention Initiatives, by redirecting federal funds to provide services to keep children safely with their families and out of foster care, and when foster care is needed allows federal reimbursement for care in family-based settings and certain residential treatment programs for children with emotional and behavioral disturbance requiring special treatment.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum will be increased by \$444,000, financed by 100 percent Family First Transition Act funds, and the revised Maximum Contract Sum for the period from April 1, 2020 through December 31, 2022, is \$1,183,231. Engaging consultant services does not have a fiscal impact on the County budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 9, 2018, the Bipartisan Budget Act of 2018 - Public Law (P.L.) 115-123 that includes the FFPSA was signed into law. FFPSA represents landmark legislation that creates new opportunities for Title IV-E funding, the primary federal revenue source for child welfare in Los Angeles County. The FFPSA amends the Title IV-E foster care program and makes other revisions to the Title IV-B, subparts 1 and 2 for programs.

The FFPSA enhances support services for families to help children remain at home and reduce the use of unnecessary congregate care placements by increasing options for prevention services, increased oversight and requirements for placements, and enhancing the requirements for congregate care placement settings. The FFPSA will: 1) provide support prevention services, 2) provide support for kinship caregivers, 3) limit congregate care placements, 4) require access to family-based aftercare services to children at least six months post-discharge from Short-Term Residential Therapeutic Placements, and 5) improve services to older and transition-age youth.

The Board letter was reviewed by County Counsel and CEO. County Counsel approved the Amendment (Attachment A), as to form. The Sole Source Checklist (Attachment B), has been approved by CEO.

CONTRACTING PROCESS

On March 10, 2020, the Board approved a Board Motion directing the Director of DCFS to seek approval from CDSS and to enter into a Sole Source contract with Chapin Hall for Consultant Services related to implementation of the Family First Prevention Services Act within the framework of Invest LA. The contract was executed on April 1, 2020. On August 31, 2020, amendment one was executed using delegated authority to increase the contract amount by \$66,000 for the initial contract period.

On September 14, 2021, DCFS sent a Notice of Intent (Attachment C) to the Board of its intent to negotiate for additional services to complete the implementation of the FFPSA.

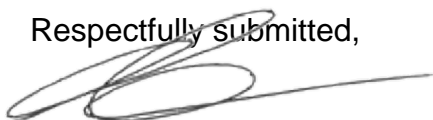
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the current recommendations will allow the Department to continue to receive uninterrupted consultant service, to provide support to the implementation of the FFPSA, and to deliver qualified child welfare services to the children of Los Angeles County without creating a delay.

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 this Board letter to the Department of Children and Family Services.

Respectfully submitted,



BOBBY D. CAGLE
Director

BDC:GP:CMM
KDR:LTI:CP

Attachments (3)

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



FORM AMENDMENT NUMBER TWO

FOR

**CONSULTANT SERVICES TO SUPPORT THE
IMPLEMENTATION OF THE FIRST FAMILY PREVENTION
SERVICES ACT**

WITH

CHAPIN HALL CENTER FOR CHILDREN

CONTRACT NUMBER 19-4-064

**AMENDMENT NUMBER TWO
CONSULTANT SERVICES TO SUPPORT THE IMPLEMENTATION OF THE
FIRST FAMILY PREVENTION SERVICES ACT
CONTRACT NUMBER 19-4-064**

This Amendment Number Two (hereinafter referred to as “Amendment”) to the Consultant Services to Support the Implementation of the First Family Prevention Services Act (FFPSA) Contract Number 19-4-064, (hereinafter referred to as “Contract”) is made and entered into by and between the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors (hereinafter referred to as “COUNTY”) and Chapin Hall Center for Children (hereinafter referred to as “CONTRACTOR”), in Los Angeles, California this ___ day of _____ 2021.

WHEREAS, on March 10, 2020, the Board of Supervisors approved a Board Motion directing the Department of Children and Services to enter into a Sole Source Contract with the CONTRACTOR, for a contract term effective April 1, 2020, and CONTRACTOR has been providing Consultant Services to support the implementation of the FFPSA to the COUNTY; and

WHEREAS, Amendment No. One increased the Maximum Contract Sum for this contract by 10 percent for the period effective September 1, 2019 through December 31, 2020, of the initial Contract term of April 1, 2020 to June 30, 2022;

WHEREAS, the purpose of this Amendment is to increase funding in the amount of \$444,000, from January 1, 2022 through December 31, 2022, to revise the Maximum Contract Sum for April 1, 2020 through December 31, 2022 is \$1,183,231, to update Exhibit D: County Administration, and Exhibit I: Auditor-Controller Contract Accounting and Administration Handbook; and

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in PART II, STANDARD TERMS AND CONDITIONS, SECTION 7.0, CHANGES AND AMENDMENTS; and

NOW, THEREFORE, COUNTY and CONTRACTOR agree to modify the Contract as follows:

1. **Contract Part I, Unique Terms and Conditions, Section 2.0, Term**, is amended as read as follows:
 - 2.1 The term of this Contract shall commence on April 1, 2020, and shall expire June 30, 2022, unless terminated earlier in whole or in part, as provided in this Contract.
 - 2.1.1 The term of this Contract is extended through December 31, 2022.
 - 2.2 County shall have the sole option to extend the Contract term for an additional six-month period, at no additional cost, if needed to meet

AMENDMENT NUMBER TWO
CONSULTANT SERVICES TO SUPPORT THE IMPLEMENTATION OF THE
FIRST FAMILY PREVENTION SERVICES ACT
CONTRACT NUMBER 19-4-064

the goals for this program to December 31, 2022, and a second six-month period to June 30, 2023, at no additional cost. The option to extend shall be exercised at the sole discretion of the Director, by written notice or amendment to the Contractor, provided that approval of County's County Counsel and Chief Executive Officer (CEO) is obtained prior to any such execution.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

2.3 County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor shall not begin any services under this Contract without such written start work notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor shall stop work immediately upon receipt of such written stop work notice.

2.4 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, Contractor shall send written notification to the DCFS Program Manager at the herein provided in Exhibit D, County's Administration.

2. Contract Part I, Unique Terms and Conditions, Section 3.0, Contract Sum, Paragraph 3.1.1 is added as follows:

3.1.1 The Maximum Contract Sum for this contract is \$1,183,231, comprised of \$961,231 for term of April 1, 2020 to June 30, 2022 and \$222,000 for term July 1, 2022 to December 31, 2022.

3. Contract Part I, Unique Terms and Conditions, Section 12.0 is added as follows:

12.0 FEDERAL AWARD IDENTIFICATION

Title 2, Code of Federal Regulations (CFR) Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Part 200.331, requires the County, to provide Contractors with the details of every federal award

**AMENDMENT NUMBER TWO
CONSULTANT SERVICES TO SUPPORT THE IMPLEMENTATION OF THE
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CONTRACT NUMBER 19-4-064**

and sub-award, as referenced on Exhibit S, Federal Award Information.

Payment for this contract will be as (add in the payment details, including funding percentages and the effective dates of any funding percentage changes or rate changes). For Foster Care Placement Services (Community Treatment Facility, Foster Family Agency, Intensive Services Foster Care Foster Family Agency, Short Term Residential Therapeutic Program, Transitional Housing Placement Program for Non Minor Dependent contracts the rates changes are effective July 1st of each year as issued by the California Department of Social Services in their All County Letters and Information Notices for Foster Care Rate Payments. (This phrase may change with the upcoming implementation of Families First in October 2021).

4. Contract Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments, Paragraph 7.4 is amended as follows:

7.4 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.4.2 The Board of Supervisors has appropriated sufficient funds in County's budget; and

7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum and of the \$444,000 increase authorized by the Board on December 14, 2021; and

7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

5. Exhibit A, Statement of Work, 4.0, Scope of Work, Paragraph 4.3.3 is revised to read as follows:

4.3.3 Phase III: 18 Months

**AMENDMENT NUMBER TWO
CONSULTANT SERVICES TO SUPPORT THE IMPLEMENTATION OF THE
FIRST FAMILY PREVENTION SERVICES ACT
CONTRACT NUMBER 19-4-064**

- Provide support to FFPSA County Prevention Pilot (Learning Sites);
 - Provide ongoing Stakeholder Engagement and Family First Prevention Plan Initial Implementation;
 - Co-facilitate weekly FFPSA Leadership Team Meetings;
 - Co-facilitate monthly Advisory Committee Workgroup;
 - Co-facilitate bi-monthly FFPSA workgroups;
 - Technology
 - Fiscal and Contracts
 - Practice
 - Communication and Integration
 - Research / Continuous Quality Improvement
 - Policy and Training
 - Co-facilitate any ad hoc meetings and workgroups, as-needed.
6. **Exhibit A, Statement of Work, 4.0, Scope of Work, Paragraph 4.4.3** is revised to read as follows:
- 4.4.3 Phase III: 18 Months
7. **Exhibit A, Statement of Work, Part G, Attachment A-3, Schedule of Work, Phase III Chart** is revised to read as follows:
8. **Exhibit B-1 (Pricing Sheet)** as attached hereto is amended to include the \$222,000 increase for additional consultant services to the Maximum Contract Sum for the term ending June 30, 2022 and, \$222,000 for term ending December 31, 2022.
9. **Exhibits B-2 and B-3 (Budget and Budget Narrative)** as attached hereto is amended for Contract term of April 1, 2020 to June 30, 2022, and Contract term July 1, 2022 to December 31, 2022.
10. **Exhibit D, County Administration**, as attached hereto is amended to include the new Program Manager.
11. **Exhibit I: Auditor-Controller Contract Accounting and Administration Handbook** is replaced in its entirety and attached to the Amendment.

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

**AMENDMENT NUMBER TWO
CONSULTANT SERVICES TO SUPPORT THE IMPLEMENTATION OF THE
FIRST FAMILY PREVENTION SERVICES ACT
CONTRACT NUMBER 19-4-064**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Amendment 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 Amendment. This Amendment may be executed in separate counterparts and may be delivered by electronic facsimile; each counterpart, when executed and delivered, shall constitute a duplicate original but all counterparts together shall constitute a single agreement.

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____
BOBBY D. CAGLE, DIRECTOR
Department of Children and
Family Services

CHAPIN HALL CENTER FOR CHILDREN

By: _____ Date: _____

Date: _____

Name: _____

Title _____

By: _____ Date: _____

Name: _____

Title _____

36-2167012
Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
RODRIGO A. CASTRO-SILVA, Acting County Counsel

By: _____ Date: _____
David Beudet, Senior Deputy County Counsel



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

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Fifth District

September 14, 2021

To: Supervisor Hilda L. Solis, Chair
Supervisor Kathryn Barger
Supervisor Holly J. Mitchell
Supervisor Sheila Kuehl
Supervisor Janice Hahn

From: 
Bobby D. Cagle
Director

**NOTIFICATION OF INTENT TO AMEND A SOLE SOURCE CONTRACT WITH
CHAPIN HALL AT THE UNIVERSITY OF CHICAGO FOR CONSULTANT SERVICES**

In compliance with Board Policy 5.100, Sole Source Contracts, this is to notify the Board that the Department of Children and Family Services' (DCFS) intends to amend a Sole Source Contract with Chapin Hall at the University of Chicago (Chapin Hall) to continue to provide Consultant Services to support the implementation of the Family First Prevention Services Act (FFPSA).

BACKGROUND

DCFS needs the support of project managers to provide Consultant services related to the implementation of the FFPSA within the framework of Invest LA.

FFPSA serves as a core driver to reduce child abuse and neglect, and prevent entry into foster care. FFPSA will reinforce DCFS' Core Practice Model, which puts children and families at the center of all efforts, creating a seamless approach to service delivery, better meeting needs, strengthening families, and improving overall well-being. Through FFPSA, Title IV-E funding will not only be available for "back-end" services, but also certain evidence-based "front-end" services to prevent the need to enter foster care in the first place, including Non-Minor Dependents, who are in a permanent placement, such as adoption or guardianship that may be at risk of disruption and resulting in re-entry into foster care; furthermore, to any expectant or parenting youth currently in foster care to break the cycle of system involvement.

JUSTIFICATION

The contract term will expire on December 30, 2022; however, additional funding is required for the full implementation of FFPSA. The amendment will increase the Maximum Contract Sum, and will request an additional option to extend, if needed, to finalize the implementation. It is more cost-effective to add additional services by exercising an option under an existing contract to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.

The Consultant services have no fiscal impact on the County budget, and would ensure that the County maximizes available federal funds for allowable purposes.

DCFS will proceed with the sole source contract renegotiations within four weeks of this notification, unless otherwise instructed by the Board Office.

Should you have any questions or need additional information, you may call me at (212) 351-5602, or your staff may contact Aldo Marin, Board Liaison, at (213) 351-5530.

BDC:GP:CMM
KDR:LTI:CP:mg

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