## COUNTY OF LOS ANGELES Family and Social Services

FESIA A. DAVENPORT Chief Executive Officer



DATE: Wednesday, May 18, 2022

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 any agenda item after all Informational Items are presented. Two (2) minutes are allowed for each item.

- I. Call to Order
- II. NOTICE OF CLOSED SESSION
  - CS-1 CONFERENCE WITH LEGAL COUNSEL

Government Code Section 54956.9, subdivision (d)(1) Hunger Action Los Angeles v. County of Los Angeles Department of Public Social Services **1:30PM** 

- III. General Public Comment
- IV. **Consent Item(s)** (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):
  - **a. Department of Public Social Services:** Recommendation to Enter into a Contract with the City of Inglewood for Welfare-to-Work Vocational Intermediary and Direct Services.

- **b.** Department of Children and Family Services (DCFS): Recommendation to Award a Sole Source Contract to Lunchstop, Inc. for Food Services at the Edmund D. Edelman Children's Court.
- c. DCFS: Request for Approval to Extend the Term of the Current 60 Family Preservation Services Contracts Beyond the Original Term, Reallocate Funds, and Increase the Maximum Annual Contract Amount for Seven Contracts Above 10 Percent.

#### V. Presentation/Discussion Items:

- **a.** The Center for Strategic Partnership: Fiscal Sponsorship with Southern California Grantmakers Term Extension.
- **b. Department of Children and Family Services:** Request to Approve an Amendment to Extend the Transitional Housing for Transition Age Youth (Independent Living Program) Services Contract with the Los Angeles Homeless Services Authority.

#### VI. Public Comment

VII.Standing item(s) and those continued from a previous meeting of the Board of Supervisors or from a previous FSS Agenda Review meeting:

- - No Items - -

VIII.Adjournment

## BOARD LETTER/MEMO CLUSTER FACT SHEET

☑ Board Letter ☐ Board Memo ☐ Other

	1	
CLUSTER AGENDA REVIEW DATE	5/18/2022	
BOARD MEETING DATE	6/14/2022	
SUPERVISORIAL DISTRICT		
AFFECTED		2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>
DEPARTMENT(S)	Public Social Services	
SUBJECT		Iter Into A Sole Source Contract With The City Of Inglewood (VtW) Vocational Intermediary And Direct Services
PROGRAM	Welfare-To-Work	VIVI) VOCALIONAL INCOMPCIALITY FINA DIFFOR CONTICOC
FROGRAM	Wellale-10-Work	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☑ Yes □ No	
SOLE SOURCE CONTRACT	☑ Yes □ No	
	If Yes, please explain wl	hy:
	The services are provide	ed by other public or County-related entities.
DEADLINES/		on June 30, 2022. The new contract is effective July 1, 2022
TIME CONSTRAINTS	through June 30, 2024 with one option year to extend.	
COST & FUNDING	Total cost:	Funding source:
	\$106,029,886	1) California Work Opportunity and Responsibility to Kids (CalWORKs) Single Allocation, 2) CalWORKs Expanded Subsidized Employment, 3) Refugee Support Services, 4) Department of Children and Family Services (DCFS) Chafee Independent Living Program (ILP) and Realignment funds, 5) Probation Budget and Fund Allocation funds, and 6) Net County Cost, partially offset with CalFresh Employment & Training (CFET) Funds.
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Request approval to execute a new two-year term sole source contract with the City of Inglewood to provide WtW Vocational Intermediary and Direct Services to the County's CalWORKs WtW, General Relief Opportunities for Work (GROW), CFET, non-CalWORKs refugees, and other eligible Transitional Age Youth (TAY).  The Transitional Subsidized Employment (TSE) Program provides the opportunity for participants to engage in workforce readiness and subsidized employment activities. Other services provided as part of this contract include the coordination of the Work Study Program and the maintenance of the California Automated Welfare System (CalSAWS) Resource Databank.  DPSS will work with the Department of Economic Opportunity to identify opportunities for integrated service delivery and report back to the Board within the first year with an evaluation and recommendations.	
BACKGROUND	On March 4, 2003, the Board approved the implementation plan for the TSE Program which provides WtW participants with Paid Work Experience, Specialized Work	

ii C	Program related to their course of study. In March 2013, the contract was expanded to include services for DCFS and Probation's ILP eligible participants. Subsequently, the GROW TAY population was added to the South Bay Workforce Investment Board contract on February 1, 2014. In February of 2016, the Board passed a motion to implement the enhanced Transitional Subsidized Employment Program. This motion was passed in response to the Homeless Initiative to help combat homelessness in Los Angeles County.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☑ No If Yes, please explain how:
NINE BOARD PRIORITIES	<ul> <li>✓ Yes ☐ No</li> <li>If Yes, please state which one(s) and explain how: Board Priority #9 Poverty Alleviation</li> <li>Programs prepare participants to obtain employment and achieve self-sufficiency.</li> </ul>
CONTACTS	Name, Title, Phone # & Email:  James A. Blunt, Administrative Deputy III, (562) 908-8622, <u>JamesBlunt@dpss.lacounty.gov</u> Gabriela Herrera, Special Assistant/Board Liaison, (562) 908-8311,



## County of Los Angeles **DEPARTMENT OF PUBLIC SOCIAL SERVICES**

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746 Tel (562) 908-8400 • Fax (562) 695-4801



**Board of Supervisors** 

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HOLLY J. MITCHELL
Second District
SHEILA KUEHL
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER

Fifth District

June 14, 2022

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 ENTER INTO A SOLE SOURCE CONTRACT WITH THE CITY OF INGLEWOOD FOR WELFARE-TO-WORK VOCATIONAL INTERMEDIARY AND DIRECT SERVICES (ALL DISTRICTS - 3 VOTES)

#### **SUBJECT**

The Department of Public Social Services (DPSS) is seeking approval to execute a new two-year term sole source contract with the City of Inglewood (COI) to provide Welfare-to-Work (WtW) Vocational Intermediary and Direct Services to the County's California Work Opportunity and Responsibility to Kids (CalWORKs) WtW, General Relief Opportunities for Work (GROW), CalFresh Employment and Training (CFET), non-CalWORKs refugees, and other eligible Transitional Age Youth (TAY).

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Delegate authority to the Director of DPSS, or her designee, to execute a contract in substantially similar form as Enclosure I, with the COI for a term of two-years, effective July 1, 2022 through June 30, 2024, at an estimated average annual cost of \$53,014,943. The estimated cost for the contract for the two-year term is \$106,029,886. The cost of the contract will be funded through CalWORKs Single Allocation, Expanded Subsidized Employment (ESE) Funds, Refugee Support Services, Department of Children and Family Services (DCFS) Chafee Independent Living Program (ILP) Funds, DCFS Realignment Funds, Probation Budget and Fund Allocation, and Net County Cost (NCC).
- Delegate authority to the Director of DPSS, or her designee, to prepare and execute amendments to extend the contract for up to one (1) additional one-year period, for a maximum total contract term of three (3) years. The approval of

County Counsel as to form will be obtained prior to executing such amendment. DPSS shall notify the Board within ten business days of executing such amendments.

- 3. Delegate authority to the Director of DPSS, or her designee, to prepare and execute amendments to the contract for: (1) instances which affect the scope of work, contract term, contract sum, payment terms, or any other term or condition in the contract; (2) additions and/or changes required by the Board of Supervisors (Board) or Chief Executive Officer (CEO); (3) changes necessary to be in compliance with applicable County, State, and federal regulations; and (4) increases of no more than ten percent or decreases of no more than 15% of the original contract amount 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. DPSS shall notify the Board within ten business days of executing such amendments.
- 4. Delegate authority to the Director of DPSS, or her designee, to provide up to three advance payments, one per Fiscal Year (FY), including extension period, not to exceed 50% of the estimated monthly cost of Paid Work Experience (PWE) and On-the-Job Training (OJT), to cover payroll cost for participants in PWE and OJT. The County shall fully recoup all advances in the fiscal year in which the advance is issued.
- 5. Delegate authority to the Director of DPSS, or her designee, to extend the Contract on a month-to-month basis for up to six months, if needed, to complete the contract procurement process.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 4, 2003, the Board approved the implementation plan for the Transitional Subsidized Employment (TSE) Program which provides WtW participants with PWE, Specialized Work Experience (SWE), OJT, and vocational classroom training. On February 27, 2007, the Board expanded the TSE Program to include Work Study in Public Agencies to enable participants enrolled in community colleges to participate in the Work Study Program related to their course of study. In March 2013, the contract was expanded to include services for DCFS and Probation's ILP eligible participants. Subsequently, the GROW TAY population was added to the South Bay Workforce Investment Board (SBWIB) contract on February 1, 2014. In February of 2016, the Board passed a motion to implement the enhanced Transitional Subsidized Employment (E-TSE) Program. This motion was passed in response to the Homeless Initiative to help combat homelessness in Los Angeles County.

The TSE Program provides the opportunity for participants to engage in workforce readiness and subsidized employment activities. Other services provided as part of this contract include the coordination of the Work Study Program and the maintenance of the California Automated Welfare System (CalSAWS) Resource Databank.

The COI is the administrative entity that comprises the South Bay Workforce Investment Area, under a Joint Powers Authority agreement. The South Bay Workforce Investment Board (SBWIB) is the employer of record for all TSE Program participants, processes all timesheets, and pays all workers' compensation insurance. In addition, SBWIB has an established TSE employer infrastructure, which they continue to develop through ongoing recruitment efforts in collaboration with the America's Job Centers of California. Approval of this contract will allow DPSS to continue to provide subsidized employment and vocational services to CalWORKs WtW, non-CalWORKs refugees, GROW/CFET participants, and eligible TAY referred by the DCFS and Probation. The COI will also continue to provide intermediary services to assist WtW participants secure unsubsidized career-ladder employment that will lead to self-sufficiency.

During the term of the current contract, COI has adapted to program changes, met contractual and Workforce Innovation and Opportunity Act collaboration requirements, and continued to effectively provide services during the COVID-19 pandemic.

#### <u>Implementation of Strategic Plan Goals</u>

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal I – Make Investments that Transform Lives: We will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time and 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 agencies supporting vibrant communities.

#### FISCAL IMPACT/FINANCING

The estimated two-year contract amount of \$106,029,886 is allocated by FY as follows:

Funding for FY 2022-23 (12 months) is estimated at \$53,014,943 Funding for FY 2023-24 (12 months) is estimated at \$53,014,943

The FY 2022-23 total budget of \$53,014,943 is included in the Budget Request and is funded by the following sources:

1) CalWORKs Single Allocation in the amount of \$8,656,098, 2) CalWORKs Expanded Subsidized Employment in the amount of \$37,734,000, 3) DCFS Chafee ILP and Realignment Funds in the amount of \$784,400, 4) Probation Budget and Fund Allocation Funds in the amount of \$63,000, 5) Refugee Support Services Funds in the amount of \$400,000, and 6) NCC in the amount of \$5,377,445, partially offset with CFET.

Funding for future FYs will be included in the DPSS annual budget requests.

Upon Contractor's request, DPSS may provide one advance payment per FY, not to exceed 50% of the estimated monthly cost of PWE and OJT (participant wages, FICA

and Workers Compensation Insurance). Recoupment for all advanced funds for all FYs, shall be deducted from the March, April, and May Invoices. County may reserve the right to delay the payments of the billings received for May and June to ensure advances are fully recouped for each FY.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the contract and Board letter. The contract was approved as to form by County Counsel. The proposed contractor is in compliance with all Board, CEO, and County Counsel requirements.

The Living Wage Ordinance does not apply as the recommended contract is not subject to Proposition A requirements.

The award of this contract will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

#### **CONTRACTING PROCESS**

The recommended contract was procured in accordance with California Department of Social Services regulations (Section 23-650.1.14), which allows for procurement by negotiation without formal advertising for any service to be rendered by a local government agency, public university, public college or other public educational institution. The COI, a local government agency, has provided these services for several years and has the programmatic expertise and capacity required for the provision of services under this contract.

In compliance with Board Policy 5.100, Sole Source Contracts, DPSS provided advance notice to the Board of Supervisors on August 5, 2021 of its intent to negotiate a new sole source contract with the COI/SBWIB.

#### Contract Performance

The monitoring for the current contract is performed on a semi-annual basis. Monitoring results for the most recent monitoring period indicated that the COI was in compliance with the contract requirements.

In the proposed contract, monitoring will continue to be performed on a semi-annual basis. The contract will address performance measures and specify monitoring activities that will be conducted by DPSS and Contractor staff.

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

The recommended action will permit the uninterrupted provision of subsidized employment and vocational services to WtW participants and TAY. It will also allow DPSS to continue to integrate and align contract outcomes with Workforce Innovation and Opportunity Act outcomes to benefit our mutual participants, and work with the

Department of Economic Opportunity to identify opportunities for integrated service delivery and report back to the Board within the first year with an evaluation and recommendations.

The recommended action will not infringe on the role of the County in relationship to its residents and the County's ability to respond to an emergency will not be impaired. There is no change in risk exposure to the County or impact on current service delivery.

#### **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:lg

Enclosures

c: Chief Executive Office
Executive Office, Board of Supervisors
County Counsel
Department of Children and Family Services
Probation Department
Workforce Development, Aging and Community Services



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

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

Board of Supervisors
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First District
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Second District
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Third District
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Fourth District
KATHRYN BARGER
Fifth District

DAWNA YOKOYAMA Interim Chief Deputy Director

June 14, 2022

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 SOLE SOURCE CONTRACT TO LUNCHSTOP, INC. FOR FOOD SERVICES AT THE EDMUND D. EDELMAN CHILDREN'S COURT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### **SUBJECT**

The Department of Children and Family Services (DCFS) requests your Board's approval to award a Sole Source contract to LunchStop, Inc. for the provision of meals and snacks to children awaiting court hearings in the Shelter Care Center at the Edmund D. Edelman Children's Court.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Delegate authority to the Interim Director of DCFS, or designee, to execute a contract substantially similar to Attachment A, with LunchStop Inc. to provide Food Services for a term of one year starting July 1, 2022 through June 30, 2023, with the option to extend four additional one-year 2023 for periods from July 1, June 30, 2027, at the County's sole discretion. The maximum annual contract amount is \$189,000 financed by 100 percent (100%) 2011 State Realignment funds. Sufficient funding for this contract is included in the Fiscal Year (FY) 2022-23 Recommended Budget.
- 2. Delegate authority to the Interim Director of DCFS, or designee, to execute amendments to increase the payment rate if necessary to accommodate future increases to the Living Wage rate and to increase the annual contract sum by up to ten percent if such an increase is necessary to meet the Living Wage rate or an increase in service demand, provided: a) funding is available, b) County Counsel's approval is obtained prior to the execution of such amendments, and c) DCFS will notify the Board

and the Chief Executive Officer (CEO) in writing within 10 business days after execution.

- 3. Delegate authority to the Interim Director of DCFS, or designee, to exercise the County's options to extend the Food Services contract by written notice; to negotiate and execute amendments to the contracts for the reallocation of funds, 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: a) funding is available, b) County Counsel's approval is obtained prior to the execution of such amendments, and c) DCFS will notify the Board and the CEO in writing within 10 business days after execution.
- 4. Delegate authority to the Interim Director of DCFS, or designee, to terminate the Food Services contract for contractor default or for convenience, provided: a) County Counsel's approval is obtained prior to termination of the contract, and b) DCFS will notify the Board and the CEO in writing within 10 business days after such termination.
- 5. Delegate authority to the Interim Director of DCFS, or designee, to negotiate and execute amendments to the Food Services contract 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 County's Food Services program, provided: a) County Counsel's approval is obtained prior to the execution of such amendments, and b) DCFS will notify the Board and the CEO in writing within 10 business days after execution.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

There is only one food service facility at Edmund D. Edelman Children's Court, therefore, by necessity, the County has to contract with the food services vendor who operates the cafeteria to serve the children who spend most of the day at the Children's Court waiting for their cases to be heard. Because of the length of time the children spend at the Shelter Care, DCFS is required to provide meal services to them. The meal service provided by LunchStop, Inc. includes breakfast, one hot lunch meal, afternoon snacks and any dietary and special meals needed by the children.

#### FISCAL IMPACT/FINANCING

The Maximum Annual Contract amount is \$189,000 (see Attachment B), financed by 100 percent (100%) 2011 State Realignment funds. Funding for the Food Services contract is included in the FY 2022-23 Recommended Budget and will be included in the Department's budget requests for subsequent years.

Funding for subsequent years will be determined by the Living Wage rate. Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of

Labor, Bureau of Labor Statistics, Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1<sup>st</sup> of each year.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This contract is authorized under California Government Code Section 26227, which allows the County to appropriate and expend money for programs deemed necessary to meet the social needs of the population in the County. It also authorizes the County to contract with other public or private agencies and individuals to operate those programs.

On April 18, 2014, DCFS received lifetime approval from the California Department of Social Services (CDSS) to contract with any vendor selected by the Judicial Council to operate the cafeteria because they have control of the cafeteria. Lunchstop Inc. has been providing meals to children awaiting court hearings since November 2017 and continues to be the designated contractor by the Judicial Council to operate the cafeteria premises at Edelman Children's Court. These services cannot be performed by County employees because they require the utilization of resources that are not available to DCFS. This contract allows for termination by either party with 30 days prior written notice. Alternative resources are available in the event this contract is terminated.

All County standard terms and conditions are included in the contract.

Per the Board Motion dated March 8, 2011, the Department of Public Health (DPH) is required to review all new food services contracts countywide. As a result, DPH provided recommendations regarding nutrition, which have been included in this contract. The recommendations conform to the County and State nutritional guidelines. DPH will periodically monitor the contract to ensure the contractor is in compliance with the Board policies and the Los Angeles County Food Nutritional Guidelines. In addition, the contractor is required to submit to the County, upon request, its food production and consumption records for DPH review.

DCFS has evaluated and determined that the Proposition A provisions of the County Code Chapter 2.121 do not apply to this contract. However, as a cafeteria services contract this contract is subject to the Living Wage Program Ordinance. The contractor has confirmed that they will comply with the requirements of the Living Wage Program (County Code Chapter 2.201) and agrees to pay a living wage to its employees providing County services.

This Board letter has been reviewed by County Counsel and the CEO. County Counsel has approved the Contract (Attachment A) as to form.

#### **CONTRACTING PROCESS**

On March 18, 2022, DCFS notified your Board that it intended to negotiate this contract with LunchStop, Inc. because LunchStop, Inc. has a contract with the Judicial Council and is therefore the only available food vendor at the Edmund D. Edelman Children's

Court. The Sole Source Checklist has been approved by the CEO, and it is attached as Attachment C.

The State Department of Industrial Relations, Division of Labor Standards Enforcement did not report any negative information on the contractor.

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

The recommended actions promote healthy nutrition and wellness for children under the care of DCFS, and it will ensure the continued provision of hot meals and snacks to dependent children awaiting court appearances at the Edmund D. Edelman Children's Court. Without Board approval of the recommended actions, hot meals will not be provided to those children and their health and well-being might be compromised by the quality of meals and snacks available from vending machines at the Edmund D. Edelman Children's Court. The contractor will prepare meals that are tailored to meet the special nutritional requirements of dependent children with unique medical and dietary needs. Furthermore, these special meals may be required with little or no advance notice; therefore, access to an on-site vendor is vital.

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

#### CONCLUSION

Upon approval of this request, it is requested that the Executive Officer/Clerk send an adopted stamped copy of this Board letter to:

Department of Children and Family Services Contracts Administration Division Attention: Leticia Torres-Ibarra, Division Manager 425 Shatto, Place, Room 400 Los Angeles, CA 90020

Respectfully submitted,

Brandon Nichols Interim Director

BN:DY:CMM:KDR LTI:AO:CK:tj

Enclosures (2)

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



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

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

DAWNA YOKOYAMA Interim Chief Deputy Director Board of Supervisors
HILDA L. SOLIS
First District
HOLLY J. MITCHELL
Second District
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Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

June 14, 2022

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 EXTEND THE TERM OF THE CURRENT 60 FAMILY PRESERVATION SERVICES CONTRACTS BEYOND THE ORIGINAL TERM, REALLOCATE FUNDS, AND INCREASE THE MAXIMUM ANNUAL CONTRACT AMOUNT FOR SEVEN CONTRACTS ABOVE 10 PERCENT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### **SUBJECT**

The Department of Children and Family Services (DCFS) requests the Board's approval to extend the term of the current Family Preservation (FP) contracts beyond the original contract term in order to complete the upcoming Request for Proposals (RFP) expected to be released during the Summer of 2022. DCFS also requests the Board's approval to reallocate funds above 10 percent of the maximum annual contract amount for the seven contractors in the Wateridge Regional Service Area.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Delegate authority to the Interim Director of DCFS, or designee, to execute amendments substantially similar to Attachment A, for each of the 60 FP contracts, to extend the term effective July 1, 2022 through June 30, 2023, with an additional one-year period and six-month option at the County's sole discretion, in order to complete the upcoming FP solicitation. The Maximum Annual Contract amount is \$31,767,286. Funding is included in the 2022-2023 Fiscal Year (FY) Adopted Budget and will be included in the Department's subsequent budget requests.
- 2. Delegate authority to the Interim Director of DCFS, or designee, to reallocate the funding from a contract that sunsetted on June 30, 2020 in the Wateridge Regional Service Area. The reallocation will be among the remaining contracts in the aforementioned service area for the subsequent contract terms not to exceed 20

percent of the maximum annual contract amount, provided: a) funding is available, b) County Counsel approval is obtained prior to execution of such amendments, and c) DCFS will notify the Board and the Chief Executive Officer (CEO) in writing within 10 business days after execution.

- 3. Delegate authority to the Interim Director of DCFS, or designee, to negotiate and execute amendments to the FP 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 County's FP program provided: a) County Counsel approval is obtained prior to execution of such amendments, and b) DCFS will notify the Board and the CEO in writing within 10 business days after execution.
- 4. Delegate authority to the Interim Director of DCFS, or designee, to exercise the County's options to extend the FP 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: a) funding is available, b) County Counsel approval is obtained prior to execution of such amendments, and c) DCFS will notify the Board and the CEO in writing within 10 business days after execution.
- 5. Delegate authority to the Interim Director of DCFS, or designee, to terminate FP contracts for contractor default, provided: a) County Counsel approval is obtained prior to termination of the agreement, and b) DCFS will notify the Board and the CEO in writing within 10 business days after such termination.
- 6. Delegate authority to the Interim Director of DCFS, or designee, to execute amendments to extend the contracts on an automatic month-to-month basis for a period not to exceed six months beyond December 31, 2024, in the event the extension is necessary to complete the solicitation process, provided: a) County Counsel approval is obtained prior to execution of such amendments, and b) DCFS will notify the Board and the CEO in writing within 10 business days after execution.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The initial term of the FP contracts started September 1, 2017 through June 30, 2020, with two optional one-year periods from July 1, 2020 through June 30, 2022. DCFS was initially scheduled to release the RFP to solicit new contracts in June 2021; however, it was deferred awaiting the State of California's Family First Prevention Services Act (FFPSA) – Five Year Prevention Plan, which was released on August 4, 2021. As a result, FP will incorporate at least one of the 10 evidence based programs approved by the State of California into its service delivery. This extension will allow DCFS sufficient time to complete the RFP process, which includes the release of the RFP, receipt of proposals, conducting responsiveness reviews, recruiting and training evaluators,

conducting informed averaging meetings, holding debriefing meetings, providing an opportunity for the non-selected proposers to submit their protests (which includes a Proposed Contractor Selection Review and a County Independent Review), and ultimately, recommending tentative selected proposers to the Board of Supervisors for final approval.

DCFS received a letter from Triangle Christian Services, Inc. dated March 13, 2020, requesting to sunset their FP Contract Number 17-9-53, effective June 30, 2020, and forgo the two optional one-year periods in order to reposition itself to provide greater services and resources to the homeless population. As a result, funding available from the aforementioned contract was reallocated amongst the remaining seven contractors serving the Wateridge Regional Service Area during the last two fiscal years, and will be reallocated in the two upcoming fiscal years, once approved by the Board.

In addition, the extension will include a funding increase for all FP contractors using funds reallocated from DCFS' Time Limited Family Reunification (TLFR) program, which sunsetted on June 30, 2020.

#### IMPLEMENTATION OF LOS ANGELES COUNTY'S STRATEGIC PLAN GOALS

These contracts are consistent with the principles of the Countywide Strategic Plan, Goal 1: Make Investments That Transform Lives, by increasing focus on prevention initiatives; enhancing delivery of comprehensive interventions, and reforming service delivery within the justice systems. This goal promotes supportive parenting by increasing 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 total funding amount for the FY 2022-2023 extension is \$31,767,286, which includes funding reallocated from the TLFR program in the amount of \$1,560,599 and \$399,994 reallocation funds to be equally distributed amongst the seven FP contractors in the Wateridge Regional Service Area. The funding for this extension is financed by 11 percent Federal funds, 34 percent 2011 State Realignment funds, and 55 percent net County cost. Funding for this extension is included in DCFS' FY 2022-2023 Adopted Budget and will be included in subsequent budget requests. Please refer to Attachment B for detailed funding information.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 27, 2020, the California Department of Social Services (CDSS) Office of Child Abuse Prevention approved DCFS' request to reallocate TLFR program funds to the FP program.

On September 29, 2020 and August 3, 2021, the Board approved the reallocation of Triangle Christian Services, Inc.'s FY 2019-2020 and FY 2021-2022 funding allocation

of \$400,000, among the seven FP contracts in the Wateridge Regional Service Area. Please refer to Attachment B for detailed funding breakdown.

On January 19, 2022, CDSS approved DCFS' request to extend the current FP contracts for a period of two years, with an additional six-month option in order to release a RFP and complete the solicitation process, please refer to Attachment C for details.

In compliance with the revised Board Policy 5.100, Sole Source Contracts, DCFS notified the Board on April 25, 2022, of its intent to execute Sole Source Amendments to extend the term of the current FP services contracts beyond the original term and to increase seven FP contracts in the Wateridge Regional Services Area by \$57,142 each for a total of \$399,994.

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

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

#### **IMPACT ON CURRENT SERVICES**

The recommended actions will allow for continued FP services to be provided throughout the County.

#### **CONCLUSION**

Upon approval of this request, it is requested that the Executive Officer/Clerk send an adopted stamped copy of this Board letter to:

Department of Children and Family Services Contracts Administration Division Attention: Leticia Torres-Ibarra, Division Manager 425 Shatto, Place, Room 400 Los Angeles, CA 90020

Respectfully submitted,

BRANDON NICHOLS
Interim Director

BN:DY:CMM:KDR LTI:AO:MB:ml

Attachments (4)

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

### BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Board Memo ☐ Other **CLUSTER AGENDA** 5/18/2022 **REVIEW DATE BOARD MEETING DATE** 6/14/2022 SUPERVISORIAL DISTRICT  $\square$  All **AFFECTED** 1st 2<sup>nd</sup> ☐ 3<sup>rd</sup> ☐ 4<sup>th</sup> DEPARTMENT(S) CEO **SUBJECT** Fiscal Sponsor Agreement Amendment for Chief Executive Office and Southern California Grantmakers (SCG) Center for Strategic Partnerships (Center) **PROGRAM AUTHORIZES DELEGATED** x□ Yes □ No **AUTHORITY TO DEPT** SOLE SOURCE CONTRACT ☐ Yes □ No If Yes, please explain why: n/a DEADLINES/ TIME CONSTRAINTS CEO current fiscal sponsor agreement with SCG ends on 06/30/22 **COST & FUNDING** Total cost: no cost Funding source: TERMS (if applicable): Explanation: **PURPOSE OF REQUEST** Amended Fiscal Sponsor agreement for CEO and Southern California BACKGROUND The current Fiscal Sponsor Agreement between the County and Southern California (include internal/external Grantwriters to support the Center for Strategic Partnerships is set to expire on June issues that may exist 30, 2022. The Center has continued to successfully build Joint Initiatives (projectincluding any related based innovations) with the public and private sectors and has relied on SCG as its motions) fiscal sponsor. The CEO now seeks authority to execute an Amendment to the current agreement to extend through June 30, 2025. Related motions attached. **EQUITY INDEX OR LENS** x□ Yes □ No **WAS UTILIZED** If Yes, please explain how: The Center uses an equity lens for all of its work. X Yes SUPPORTS ONE OF THE □ No NINE BOARD PRIORITIES If Yes, please state which one(s) and explain how: The Center builds Joint Initiatives with the public and private sectors that support a number of the Board Priorities including: **Child Protection** Health Integration Homelessness Justice Reform

	Immigration
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Kate Anderson, Director, Center for Strategic Partnerships, 310-428-6571, kanderson@ceo.lacounty.gov



## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 713, Los Angeles, California 90012 (213) 974-1101 http://ceo.lacounty.gov

June 14, 2022

Board of Supervisors HILDA L. SOLIS First District

HOLLY J. MITCHELL Second District

SHEILA KUEHL Third District

JANICE HAHN Fourth District

KATHRYN BARGER Fifth District

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:

AMENDED FISCAL SPONSOR AGREEMENT FOR CHIEF EXECUTIVE OFFICE AND SOUTHERN CALIFORNIA GRANTMAKERS

(ALL DISTRICTS)

(3 VOTES)

#### **SUBJECT**

The Chief Executive Officer is requesting approval to execute Amendment Number One (Amendment) to the existing fiscal sponsor agreement between the County of Los Angeles (County) and Southern California Grantmakers (SCG) for fiscal sponsorship services to support the Center for Strategic Partnerships (Center) through June 30, 2025, increase the minimum private sector contribution, and add an exhibit outlining operation and budget procedures.

#### IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Chief Executive Officer, or her designee, to amend the existing fiscal sponsor agreement slated to expire on June 30, 2022, to extend the agreement through June 30, 2025, increase the minimum private sector contribution, and add an exhibit outlining operation and budget procedures.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 6, 2015, in response to a report by the Blue Ribbon Commission on Child Protection, the Board of Supervisors (Board) established the Center for Strategic Public-Private Partnerships (CSPPP) within the Executive Office of the Board/Office of Child Protection (OCP) as a three-year pilot half funded by the County and half funded by

foundations through SCG. The SCG and the County memorialized this joint funding commitment by entering into a Fiscal Sponsor Agreement executed February 25, 2016, designating SCG as the fiscal sponsor who would accept funds donated to fund the CSPPP and then spend them as directed by a County Representative (initially from the OCP, but later the Chief Executive Office (CEO). That agreement was amended on July 5, 2017, to extend its term to June 30, 2019.

The CCPPP helped to build joint initiatives (project-based innovations) between the County and the private sector. In addition to funding the CCPPP, many private sector partners donated funding to support specific joint initiatives within the County of interest to both sectors, and SCG served as a fiscal sponsor for many of these private sector investments in these joint initiatives.

The CEO, at the direction of the Board and working closely with SCG, conducted an analysis of the CCPPP's efforts and issued a report to the Board on July 25, 2018, finding that the CCPPP had been effective at helping the County and the private sector support vulnerable children and families, and recommended: 1) making the CCPPP a permanent part of County government within the CEO; 2) expanding its scope to include all six Board Directed Priorities; and 3) changing its name to the Center for Strategic Partnerships (Center). The report noted that SCG would continue to, on an as-needed basis, serve as a fiscal sponsor for joint initiatives and the Center and it also recommended maintaining a shared funding model between SCG and the County.

On September 18, 2018, the Board adopted the CEO's July 25, 2018, recommendations establishing the Center within the CEO, renaming it the Center, directing the CEO to establish a new funding agreement with SCG, and engage in a review every three years of the funding model and contribution rates.

On June 26, 2019, the County and SCG entered into a new Fiscal Sponsor Agreement for a three-year term, continuing the joint funding model whereby, the County funds salaries and benefits, as well as office space, utilities, and necessary work implements for individuals who will be employed by the County on or after July 1, 2019, and assigned to the Center within the CEO, at a cost of \$574,000 for the first fiscal year of operation and increasing through scheduled increases and the private sector funds other operational support through SCG, including fiscal agent compensation, consultants, engagement, communications, and ad hoc projects at the minimum amount of \$475,000 per County fiscal year.

The current funding agreement is set to expire on June 30, 2022. The funding model was reviewed and compensation rates were adjusted whereby, the County continues to fund salaries and benefits, as well as office space, utilities, and necessary work implements for individuals who are employed by the County at a cost of \$764,000 for fiscal year 2022-23 which amount will rise through scheduled increases and any staffing changes, and the private sector will continue to fund other operational support through SCG, at a minimum of \$650,000 per County fiscal year.

The CEO now seeks authority to execute the Amendment to the current Agreement to extend it through June 30, 2025. The CEO also seeks authority to increase the minimum private sector contribution, incorporate the procedures for approving a budget and expenditures for core operations and guidance on joint initiatives into the Agreement.

#### Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

#### FISCAL IMPACT/FINANCING

There is no impact to Net County Cost.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CEO does not have legal authority to execute the Amendment; Board approval is required.

#### <u>IMPACT ON CURRENT SERVICES (OR PROJECTS)</u>

The approval of the recommended delegation of authority will enable the CEO to extend the fiscal sponsorship agreement with SCG to ensure the continuation of the successful public private partnerships and joint initiatives the Center is leading in collaboration with several County departments to support County children, youth, and families.

Respectfully submitted,

FESIA A. DAVENPORT Chief Executive Officer

FAD:JMN:JFO KA:EC:ts

Attachments

c: Executive Office, Board of Supervisors County Counsel

# AMENDMENT NUMBER ONE TO FISCAL SPONSOR AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND

#### SOUTHERN CALIFORNIA GRANTMAKERS

This Amendment Number One (Amendment) to the Fiscal Sponsor Agreement (Agreement) is made and entered into by and between the County of Los Angeles, a body corporate and politic and political subdivision of the State of California (County), acting by and through its Chief Executive Office (CEO), and Southern California Grantmakers, a California corporation and regional association representing approximately 300 grantmakers that build relationships between the private and public sectors and enhance the impact of individual and collaborative projects for the public good (SCG or Fiscal Sponsor), collectively the "Parties."

WHEREAS, the Center for Strategic Public Private Partnerships was launched as a pilot in April 2016 within the County's Office of Child Protection with funding from the County and the private sector through SCG, which was memorialized by a Fiscal Sponsor Agreement executed February 25, 2016, designating SCG as the fiscal sponsor who would accept funds donated to fund the Center for Strategic Public Private Partnerships, and Agreement was amended on July 5, 2017, to extend its term to June 30, 2019;

WHEREAS, the Board of Supervisors (Board), after an analysis by the CEO, by Board Motion on

September 18, 2018, renamed the Center for Strategic Public Private Partnerships to be the Center for Strategic Partnerships (Center), made it a permanent part of County government, moved it to the CEO, and directed the CEO to establish a new funding agreement with SCG, and engage in a review every three years of the funding model and contribution rates;

WHEREAS, the County and SCG entered into a new Fiscal Sponsor Agreement on June 26, 2019, for a three-year term, continuing the joint funding model whereby, the County funds salaries and benefits, as well as office space, utilities, and necessary work implements for individuals who will be employed by the County, and the private sector funds other operational support, including fiscal agent compensation, consultants, engagement, communications, and ad hoc projects in and through the private sector;

WHEREAS, the Center continues to facilitate partnerships between the County and the private sector, whereby the private sector supports systems change within the County by funding services or goods that are catalytic to and leverage County efforts to innovate both through providing funds for operational supports and through funding to support specific project-based innovations within the County of interest to both sectors, and SCG served as a fiscal sponsor for many of these private sector investments;

WHEREAS, the funding model was reviewed and compensation rates were adjusted whereby, the County continues to fund salaries and benefits, as well as office space, utilities, and necessary work implements for individuals who are employed by the County at a cost of \$764,000 for fiscal year 2022-23 which amount will rise through scheduled increases and any staffing changes, and the private sector will continue to fund other operational support through SCG, at a minimum of \$650,000 per County fiscal year;

WHEREAS, the Center will continue to facilitate partnerships between the public and private sector and SCG will continue to, on an as-needed basis, serve as a fiscal sponsor;

WHEREAS, on \_\_\_\_\_\_, 2022, the Board delegated authority to the Chief Executive Officer, or her designee, to execute this Amendment to the Agreement to extend the term through June 30, 2025 and incorporate procedures for approving a budget and expenditures for core operations and guidance on joint initiatives into the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

- 1. **Section I, PARTIES AND NOTICES, subsection (b)** shall be deleted in its entirety and replaced as follows:
  - a. Representatives of the Parties and Service of Notices
    - 1. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:
      - County of Los Angeles:

Fesia A. Davenport

Chief Executive Officer
Chief Executive Office
500 W. Temple Street
Los Angeles, CA 90012
(213) 974-4111
fdavenport@ceo.lacounty.gov

Her designee

Joseph M. Nicchitta

Chief Operating Officer Chief Executive Office 500 W. Temple Street Los Angeles, CA 90012 (213) 974-1186 jnicchitta@ceo.lacounty.gov

Southern California Grantmakers

Christine Essel President & CEO Southern California Grantmakers 1000 N. Alameda Street, Ste. 230 Los Angeles, CA 90012 Chris@socalgrantmakers.org

Her designee

Karen Freeman Chief Operating Officer 1000 N. Alameda Street, Ste. 230 Los Angeles, CA 90012 (213) 680-8866, ext. 229 karen@socalgrantmakers.org

- Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery, registered or certified mail, fax, or email and shall be deemed communicated as of the date of mailing.
- 3. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, a Change Notice shall be given, in accord with Section III, within five (5) working days of said change.
- 2. **Section II, TERMS AND SERVICES TO BE PROVIDED, subsection (a)** shall be deleted in its entirety and replaced as follows:
  - a. Time of Performance The term of this Agreement shall commence on July 1, 2019, and shall expire on June 30, 2025. Said term is subject to the termination provision contained in this Agreement.
- 3. Section II, TERMS AND SERVICES TO BE PROVIDED, subsection (b) Definitions, sub-subsection (2) shall be deleted in its entirety and replaced as follows:
  - Core Operation Funds: Funds donated to and expenditures made through SCG at a minimum of \$650,000 a year to support the Center's core operations in three ways: (a) Center Consultants; (b) Engagement, Communications, Ad-Hoc Projects; and (c) SCG Enhanced Support and Strategic Guidance.
    - i. **Center Consultants:** Consultants contracted through SCG on an as needed basis to support the Center Staff.
    - ii. **Engagement, Communications, Ad-Hoc Projects:** Costs associated with the work of the Center in hosting convenings, developing and publishing communications and funding small projects that advance partnerships which will include, but not be limited to food, printed materials, parking validation, communications firm, and venue rental.

- iii. Enhanced Support and Strategic Guidance: Costs of dedicated time of key SCG staff including (but not limited to) SCG's President and CEO, Chief Operating Officer, Vice President of Collaborations and Communities, Manager of Grants and Membership, Associate of Membership and Grants, Associate of Finance and Operations, and Executive Assistant, who will guide and assist the Center's work in the private sector including, but not limited to provide strategic guidance, draft and submit grant proposals and reports, provide logistical and scheduling assistance with convenings and meetings, provide accounting support, and support other administrative tasks, both for the Center's Core Operations and in support of, on an as-needed basis, the Center's Joint Initiatives.
- 4. Exhibit A, CENTER PROCEDURES FOR APPROVING BUDGET AND EXPENDITURES OF CORE OPERATIONS FUNDING AND GUIDANCE ON JOINT INITIATIVES, attached hereto, is hereby incorporated into the Agreement.

All other terms of the Fiscal Sponsor Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the County and Fiscal Sponsor have caused this Amendment Number One to be executed by their duly authorized representatives as of the date signed by the County.

THE COUNTY OF LOS ANGELES	SOUTHERN CALIFORNIA GRANTMAKERS	
ByFESIA A. DAVENPORT Chief Executive Officer Chief Executive Office	ByCHRISTINE ESSEL President & CEO Southern California Grantmakers	
Date:	Date:	
APPROVED AS TO FORM DAWYN R. HARRISON Acting County Counsel		
By KATHERINE M. BOWSER Principal Deputy County Counsel		

#### **EXHIBIT A**

## CENTER PROCEDURES FOR APPROVING BUDGET AND EXPENDITURES OF CORE OPERATIONS FUNDING AND GUIDANCE ON JOINT INITIATIVES

The Center for Strategic Partnership (Center) is a jointly funded entity within the County of Los Angeles (County) and the private sector designed to support collaboration between the County and the private sector. The County employs Center staff and provides infrastructure support such as office space. The private sector funding supports the Center's Core Operations through Southern California Grantmakers (SCG) in three keyways:

(1) Center Consultants: Consultants contracted through SCG on an as needed basis to support

the Center Staff.

- (2) Engagement, Communications, Ad-Hoc Projects: Costs associated with the work of the Center in hosting convenings, developing and publishing communications and funding small projects that advance partnerships which will include but not be limited to food, printed materials, parking validation, communications firm, and venue rental.
- (3) Enhanced Support and Strategic Guidance: Dedicated time of key SCG staff including but not limited to SCG's President & CEO, Chief Operating Officer, Vice President of Collaborations & Communities, Coordinator, Collaborations & Communities, VP, Programs & Conferences, Director, Knowledge & Communications, Coordinator, Collaborations & Communities, Manager of Grants & Membership, Associate of Membership & Grants, Associate of Finance & Operations, and Executive Assistant, who will guide and assist the Center's work in the private sector including but not limited to provide strategic guidance, draft and submit grant proposals and reports, provide logistical and scheduling assistance with convenings and meetings, provide accounting support, and support other administrative tasks, both for the Center's Core Operations and in support, on an as-needed basis for the Center's Joint Initiatives.

These Center Procedures set out the process by which the Center's Core Operations budget and expenditures will be approved. They also set out the role of an Advisory Council, described below, in guiding the Center's determinations on Joint Initiatives.

#### **Advisory Council**

An Advisory Council will approve the Center's Core Operations Budget and provide advice and guidance on the Center's work. It will consist of a minimum of six representatives from philanthropy, a representative from the County's Chief Executive Office, and the President and CEO of Southern California Grantmakers serving as an Ex Officio member. It will meet three times a year and provide guidance on an ad hoc basis as necessary in between meetings. The Advisory Council will have two main roles: 1) Approve the Center's Core Operations Budget; and 2) Guide the Center's Determinations on Joint Initiatives.

#### Approve the Center's Core Operations Annual Budget

County Center staff will, in collaboration with SCG, develop a budget prior to the beginning of each fiscal year outlining how they propose using the donated support for Core Operations. Included in this budget will be an amount to be allocated to SCG for its strategic guidance, grant and report writing, logistical and administrative support, routine accounting support along with other administrative tasks. This allocation will be developed in collaboration with SCG to ensure that adequate funds are provided to SCG for these services. The Advisory Council will be responsible for approving the proposed budget, SCG's President and CEO will abstain from voting on the budget.

Additionally, County Center staff will, in collaboration with SCG, submit proposed adjustments to the approved budget including, but not limited to approving a fiscal agent fee to be paid to SCG when appropriate to cover additional services beyond those provided in the initial budget. Proposed adjustments will be submitted to the Advisory Council as needed and based on the amount of donated support. The Advisory Council will be responsible for approving any proposed adjustments, SCG's President and CEO will abstain from voting on these proposed adjustments. Center staff will report to the Advisory Council at the end of the fiscal year on expenditures made.

#### Guide the Center's Determinations on Joint Initiatives

The Advisory Council will also provide guidance and support to the Center in determining which Joint Initiatives the Center staff should pursue. County's Center staff will bring forth potential initiatives for Council consideration and input. As part of this process County Center staff will outline the need for the initiative, the fit with the Center's through line and Board Directed priorities, the potential for systems innovations expected the commitment from the County, expected investment needed and how the funds would be used.

#### Procedure for Approving Expenditures from the Funds Donated through SCG

County Center Staff will propose, and SCG's Chief Operating Officer will approve, expenditures from the Core Operations budget and other donations made through SCG. The SCG will maintain funds in a separate bank account and will maintain records that record all income and expenses as part of each initiative. Annual reports on revenue and expenditures will be provided to the Advisory Council on a requested basis.

September 18, 2018

#### **Expanding Public-Private Partnership in Los Angeles County**

On October 6, 2015, the Board of Supervisors directed the Chief Executive Officer (CEO) and the Director of the Office of Child Protection (OCP) to establish the Center for Strategic Partnerships (Center) as a three-year pilot within the OCP. The Board also directed the CEO to work closely with Southern California Grantmakers (SCG) to conduct an analysis to determine whether the Center's initiatives and efforts are supportive of vulnerable children and families and the effectiveness of its efforts.

On July 25, 2018, the CEO submitted a report (*Analysis of the Center for Strategic Public-Private Partnerships*) to the Board to provide a review of the Center's work during the first two years of a three-year pilot phase beginning on April 1, 2016 and ending on March 31, 2019. In addition to reviewing the Center's joint initiatives through March 2018, a focus group convened by the CEO and SCG was held on March 29, 2018. Over 50 representatives from philanthropy, County departments, and public agencies participated. The CEO's report noted that participants indicated a sense of

	MOTION		
SOLIS			
RIDLEY-THOMAS			
HAHN			
BARGER			
KUEHL			

enthusiasm and valued their experience with the Center. They also agreed that the Center should continue to operate within the County. Based on the feedback from the focus group and additional analysis, the CEO and SCG found that the Center's efforts are supportive of children and families. The CEO and SCG also found the Center is effective in meeting the goals of both the County and philanthropic community, and recommended permanent placement within the County structure, and specifically within the Chief Executive Office

The CEO's report also recommends expanding the scope of the Center from child protection, a Board designated priority, to include all Board Directed Priorities: (1) Homelessness; (2) Health Integration; (3) Sheriff's/Jail Reform; (4) Environmental Oversight and Monitoring; and (5) Immigration. The report concludes that these changes and outcomes will best be supported by a strategic planning process, and the establishment of metrics to define success and staffing needs. Together, these recommendations and the future of the Center represents the best of public-private collaboration, the dynamic and innovative nature of the County and the generous contributions of the philanthropic community to further enhance the well-being of all County residents.

**WE, THEREFORE, MOVE** that the Board of Supervisors approve the permanent transfer of the Center to the Chief Executive Office, and direct and authorize the CEO to:

Establish the Center for Strategic Partnerships (Center) within the Chief
 Executive Office;

- Continue to staff the Center with two consultants through June 30, 2019, and expand the program by adding permanent positions as recommended in the CEO's July 25, 2018 report through the FY 2019/20 Recommended Budget process, and develop a funding sustainability plan for the County's share of the Center's cost;
- 3. Amend and execute the necessary agreements to maintain any necessary consultant services through June 30, 2019;
- 4. Amend and execute the FY 2018-19 Fiscal Sponsor Agreement with SCG to identify the County's and SCG's respective roles and responsibilities in jointly funding operations of the Center and the costs of the Center staff who will perform the work of the Center;
- Establish a new funding agreement with SCG beginning on July 1, 2019, informed by the Center's strategic planning process;
- Direct the Executive Office of the Board to transfer funding included in the FY 2018/19 Adopted Budget for the Center's staffing costs to the Chief Executive Office in the FY 2018/19 Supplemental Budget adjustment;
- 7. Informed by the Center's strategic planning process, identify appropriate and necessary internal controls to ensure accountability and transparency, including a triannual review of the funding model and contribution rates, a plan to measure progress and outcomes, and take all necessary and appropriate actions consistent with the CEO's report, to operationalize the Center as a permanent organizational unit with County government.

## BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Board Memo □ Other **CLUSTER AGENDA** 5/18/2022 **REVIEW DATE BOARD MEETING DATE** 6/14/2022 SUPERVISORIAL DISTRICT ☐ 2<sup>nd</sup> AFFECTED  $\bowtie$  All 1st 3rd ☐ 4<sup>th</sup> DEPARTMENT(S) Children and Family Services **SUBJECT** Contract Extension LAHSA ILP THP **PROGRAM AUTHORIZES DELEGATED** □ No **AUTHORITY TO DEPT SOLE SOURCE CONTRACT** □ No If Yes, please explain why: The existing contract will be extended beyond the original contract term. **DEADLINES/** Current contract ends on June 30, 2022 TIME CONSTRAINTS **COST & FUNDING** Total cost: Funding source: 55% Federal Funds, 45% State Funds \$2,871,556 TERMS (if applicable): Explanation: Program is funded by Federal and State funds, there is no County net cost. PURPOSE OF REQUEST To extend the current contract through fiscal year 2022-2023 **BACKGROUND** On July 25, 2017, the Board of Supervisors approved the current contract with LAHSA for a term effective July 31, 2017 through June 30, 2018, with an option to extend, by (include internal/external issues that may exist written notification, for up to two additional one-year periods. It was amended in order including any related to reduce the number of beds and increase daily rates in to the term effective July 1, motions) 2019 through June 30, 2020. The new bed rate is more in line with the cost of other housing programs. On July 1, 2020, the Director of DCFS used delegated authority, to execute an amendment to extend the current LAHSA contract for an additional year. The current contract will expire on June 30, 2022. DCFS was in the process of scheduling contract negotiations at the onset of the pandemic restrictions. **EQUITY INDEX OR LENS** ☐ Yes **WAS UTILIZED** If Yes, please explain how: SUPPORTS ONE OF THE ⊠ Yes □ No

Name, Title, Phone # & Email:

castara@dcfs.lacounty.gov

Castaneda.

Robert

If Yes, please state which one(s) and explain how: Homelessness. LAHSA ILP THP provides transitional housing to former foster youth who may otherwise be homeless.

Services

Administrator

213-763-3862.

Children

NINE BOARD PRIORITIES

**DEPARTMENTAL** 

CONTACTS



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

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

DAWNA YOKOYAMA Interim Chief Deputy Director

Interim Director

June 14, 2022

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:** 

Board of Supervisors
HILDA L. SOLIS
First District
HOLLY J. MITCHELL
Second District
SHEILA KUEHL
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER

**Fifth District** 

REQUEST TO APPROVE AN AMENDMENT
TO EXTEND THE TRANSITIONAL HOUSING FOR TRANSITION AGE YOUTH
(INDEPENDENT LIVING PROGRAM) SERVICES CONTRACT WITH
THE LOS ANGELES HOMELESS SERVICES AUTHORITY
(ALL DISTRICTS) (3 VOTES)

#### **SUBJECT**

The Department of Children and Family Services (DCFS) requests the Board's approval of an amendment to extend the Transitional Housing for Transition Age Youth (TAY) (Independent Living Program) Services Contract #16-019-01 with the Los Angeles Homeless Services Authority (LAHSA) for up to one year, effective July 1, 2022 through June 30, 2023.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Delegate authority to the Interim Director of DCFS, or designee, to execute a contract amendment substantially similar to Attachment A, to extend LAHSA's Transitional Housing for Transition Age Youth (Independent Living Program) Services Contract #16-019-01, for up to one year, effective July 1, 2022 through June 30, 2023. The Maximum Annual Contract Sum will remain at \$2,871,556, financed by 55 percent Federal and 45 percent State funds.
- 2. Delegate authority to the Interim Director of DCFS, or designee, to increase or decrease the Maximum Annual Contract Sum by no more than ten percent to accommodate an increase or decrease in units of service, provided that (a) funding is available; (b) County Counsel approval is obtained prior to execution of such amendments; and (c) DCFS will notify the Board and the Chief Executive Officer (CEO) in writing within 10 business days after execution.

- 3. Delegate authority to the Interim Director of DCFS, or designee, to execute amendments to the contract for changes affecting the scope of work or to any of the terms or conditions included under this contract, including changes to the payment structure of the contract, provided that (a) such amendments are consistent with applicable Federal, State, and County requirements; (b) County Counsel approval is obtained prior to execution of such amendments; and (c) DCFS will notify the Board and CEO in writing within 10 business days after execution.
- 4. Delegate authority to the Interim Director of DCFS, or designee, to terminate LAHSA's Transitional Housing for Transition Age Youth (Independent Living Program) Services contract for contractor default or for convenience.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

LAHSA is the lead agency in the Los Angeles Continuum of Care, which is the regional planning body that coordinates housing and services for homeless families and individuals in Los Angeles County.

On March 19, 2020, the Director of DCFS executed an amendment to the current LAHSA contract to change the capacity to 169 beds. The number of beds allocated to mental health youth remained at 50. On July 1, 2020, the Director of DCFS used delegated authority, as adopted by the Board on June 16, 2020, to execute an amendment to extend the current LAHSA contract for an additional year. The current contract will expire on June 30, 2022. DCFS was in the process of scheduling contract negotiations at the onset of the pandemic restrictions.

The extension will allow services to continue while DCFS completes the contract negotiations or explores a different solicitation methodology for the services.

#### IMPLEMENTATION OF LOS ANGELES COUNTY'S STRATEGIC PLAN GOALS

The recommended action is consistent with the principles of Strategic Plan Goal I – Make Investments that Transform Lives, Strategy I.2 – Enhance our Delivery of Comprehensive Interventions, I.2.1 – Provide Subsidized Housing for Vulnerable Populations, I.2.4 – Support Job Readiness and Increase Employment Opportunities for Youth Served by the County, and I.2.9 – Support the Long Term Success of Transition Aged Youth.

#### **FISCAL IMPACT/FINANCING**

The Maximum Annual Contract Sum will remain at \$2,871,556, financed by 55 percent Federal and 45 percent State funding. Sufficient funding is included in DCFS' Fiscal Year 2022-2023 Recommended Budget.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LAHSA is the lead agency in Los Angeles coordinating Federal, State, County and city funds for programs providing shelter, housing and services to homeless persons in the County and the City of Los Angeles.

The Independent Living Program or Transitional Housing for TAY is administered in accordance with the Federal John H. Chafee Foster Care Independence Act (Chafee Act). The Chafee Act authorizes DCFS and the Probation Department to provide independent living services, including housing for former DCFS and Probation foster youth.

County Counsel has approved the amendment and Board letter as to form.

#### **IMPACT ON CURRENT SERVICES**

Approval of the recommended action will allow the provision of services to continue until the new contract is executed.

#### CONCLUSION

Upon approval of this request, it is requested that the Executive Officer/Clerk of the Board send an adopted stamped copy of this Board letter to:

Department of Children and Family Services Contracts Administration Division Attention: Leticia Torres-Ibarra, Contracts Division Manager 425 Shatto Place, Room 400 Los Angeles, CA 90020

Respectfully submitted,

BRANDON NICHOLS Interim Director

BN:DY:CMM KDR:LTI:aa

Attachment

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