# COUNTY OF LOS ANGELES Family and Social Services

FESIA A. DAVENPORT Chief Executive Officer



DATE: Wednesday, May 25, 2022

TIME: 1:30 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.

- l. Call to Order
- II. General Public Comment
- III. **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 Children and Family Services:** Request to Approve the Extension of the Relative Support Services Contracts.
  - IV. Presentation/Discussion Items:
    - **a.** Los Angeles County Office of Education: Barry J. Nidorf Juvenile Hall Educational Program Update.
  - V. Public Comment
  - VI. 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 -

VII.Adjournment

## BOARD LETTER/MEMO CLUSTER FACT SHEET

□ Other ☐ Board Memo **CLUSTER AGENDA** 5/25/2022 **REVIEW DATE BOARD MEETING DATE** 6/14/2022 SUPERVISORIAL DISTRICT AFFECTED  $\square$  All 1st 2<sup>nd</sup> 3rd ☐ 4<sup>th</sup> DEPARTMENT(S) Children and Family Services **SUBJECT** Contract Extension **PROGRAM** Relative Support Services **AUTHORIZES DELEGATED** ⊠ Yes □ No **AUTHORITY TO DEPT** SOLE SOURCE CONTRACT □ No If Yes, please explain why: There are nine (9) CBOs providing Kinship Support Services under this contract. However, a sole source justification is needed because the Department no longer has the delegated authority to extend the contracts and an extension is needed to complete the pending solicitation process. DEADLINES/ Current contract ends on June 30, 2022 TIME CONSTRAINTS **COST & FUNDING** Total cost: Funding source: 2011 State Realignment funds \$4,046,900 for FY 22-23 TERMS (if applicable): Explanation: **PURPOSE OF REQUEST** To extend the current contract through fiscal year 2022-2023 BACKGROUND The current RSS contract, including the Relative Caregiver Emergency Fund (RCEF) (include internal/external fund and process, is scheduled to expire on June 30, 2022. DCFS Contract issues that may exist Administration Division (CAD) is preparing a formal request to California Department of including any related Social Services (CDSS) to extend the RSS contract through FY 22-23, with an option to motions) extend the contract for an additional year thereafter. This letter to CDSS was initiated after DCFS CAD, in consultation with program staff, determined that the solicitation process for the new RSS RFP could not be completed by the contract expiration date of 6/30/22. DCFS CAD is now recommending that the program seek approval for an addition contract extension of one fiscal year to complete the solicitation process. **EQUITY INDEX OR LENS** X Yes □ No If Yes, please explain how: **WAS UTILIZED** Kinship Support is an evidence-based practice known to increase placement stabilization and decrease timelines to permanency for youth in Kin care. Service delivery is reflective of and responsive to the population served in L.A. County, L.A. Co. DCFS RSS Kinship is an active participant in the Department's efforts to eliminate racial disparity and disproportionality in L.A. County public child welfare. SUPPORTS ONE OF THE X Yes □ No **NINE BOARD PRIORITIES** If Yes, please state which one(s) and explain how DEPARTMENTAL Name, Title, Phone # & Email: CONTACTS Derrick Perez-Johnson, CSA II, Prog. Mgr., (213) 804-2319, perezdb@dcfs.lacounty.gov;



# County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

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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:** 

REQUEST TO APPROVE THE EXTENSION OF THE RELATIVE SUPPORT SERVICES CONTRACTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### **SUBJECT**

The Department of Children and Family Services (DCFS) requests the Board's approval to extend ten Relative Support Services (RSS) contracts for one year effective July 1, 2022 through June 30, 2023, to allow sufficient time to complete the Request for Proposals (RFP) process.

#### 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 the ten current RSS contracts listed on Attachment B, to extend the contracts for one year, effective July 1, 2022 through June 30, 2023, contingent upon the California Department of Social Services' (CDSS) approval, to allow sufficient time to complete the RFP process for new contracts. The total projected cost of the one-year extension is approximately \$4,532,900, financed using 100 percent 2011 State Realignment funds. The total projected cost includes \$4,046,900 for the year, effective July 1, 2022 through June 30, 2023, and the estimated Relative Caregiver Emergency Fund (RCEF) budget is \$486,000.
- 2. Delegate authority to the Interim Director of DCFS, or designee, to execute RSS contract amendments to increase or decrease the Maximum Annual Contract Sum by no more than ten percent to accommodate an increase or decrease in the number of RSS participants to be served, provided (a) funding is available, b) the

approval of County Counsel is obtained prior to the execution of the contract amendments, and (c) DCFS notifies the Board and the Chief Executive Office (CEO) in writing within ten business days of execution of the amendments.

- 3. Delegate authority to the Interim Director of DCFS, or designee, to execute RSS contract amendments to incorporate changes as mandated by Federal, State, County, or Municipal laws, regulations, or court orders, provided (a) funding is available, (b) the approval of County Counsel is obtained prior to the execution of the contract amendments, and (c) DCFS notifies the Board and the CEO in writing within ten business days of execution of the amendments.
- 4. Delegate authority to the Director of DCFS, or designee, to execute RSS contract amendments to extend the contracts for up to an additional year, from July 1, 2023 through June 30, 2024, if necessary, to complete the RFP, contingent upon the approval of the California Department of Social Services (CDSS) and provided: (a) funding is available, (b) the approval of County Counsel is obtained prior to the execution of the contract amendments, and (c) DCFS notifies the Board and the CEO in writing within ten business days of execution of the amendments.
- 5. Delegate authority to the Interim Director of DCFS, or designee, to terminate a contract for Contractor's Default provided: (a) the approval of County Counsel is obtained prior to the execution of the contract amendments, and (b) DCFS notifies the Board and the CEO in writing within ten business days of termination of the contract.
- 6. Delegate authority to the Interim Director of DCFS, or designee, to execute RSS contract amendments to increase the Maximum Contract Sum to reallocate funding in the event another contract is terminated for convenience or contractor's default, provided: (b) funding is available and (c) the approval of County Counsel is obtained prior to the execution of the contract amendments, and (d) the Director of DCFS, or designee, notifies the Board and the CEO in writing within ten business days of execution of the amendments.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The RSS contracts provide relatives and caregivers with advocacy and assistance in securing vital support and funding resources; social and educational activities; coordination of events for caregivers and children; offering support groups, mentoring and tutoring youth; and transportation services, and emergency assistance.

An RFP solicitation for new contracts is currently under development. The recommended actions will prevent any lapse in services while the solicitation is being completed.

The Honorable Board of Supervisors June 14, 2022 Page 3

Furthermore, the recommended actions will enable Los Angeles County (County) to continue providing relatives and caregivers with advocacy and assistance in securing vital support and funding resources; social and educational activities; coordinating events for caregivers and children; offer support groups, mentoring and tutoring youth; transportation services; and emergency assistance. Without the approval of the recommended actions, many County relatives and caregivers will not receive the advocacy and assistance they need to provide children in their placement with care.

## 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.1 - Increase our Focus on Prevention Initiatives, I1.1 – Promote Supportive Parenting.

#### FISCAL IMPACT/FINANCING

The total projected cost of the one-year extension is approximately \$4,532,900, financed using 100 percent 2011 State Realignment funds.

The total projected cost includes \$4,046,900 for the year effective July 1, 2022, through June 30, 2023, and \$486,000 for the RCEF budget.

The total cost of the RSS contracts is included in the Fiscal Year 2022-23 Recommended Budget.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The RSS contracts are permitted by County Code Chapter 2.121 as these services can be performed more economically by independent contractors.

Approval of this contract will enable DCFS to continue providing RSS until the Proposition "A RFP process is completed.

CDSS is currently reviewing DCFS' request to extend the contracts for an additional year. DCFS will not move forward with executing the contract amendments without CDSS' approval. County Counsel has approved the amendment and Board letter as to form.

## **IMPACT ON CURRENT SERVICES**

The extension of the ten RSS contracts will ensure uninterrupted RSS services to relatives and caregivers and will help ensure the County's ability to provide support and resources to relatives and caregivers.

The Honorable Board of Supervisors June 14, 2022 Page 4

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

#### CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted stamped copy of the Board letter and attachments to:

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

Respectfully submitted,

Decoratologopena

**BRANDON NICHOLS** 

Interim Director

BN:DY:CMM:KDR

LTI:kw

**Attachments** 

c: Chief Executive Officer

County Counsel

Executive Officer, Board of Supervisors



## **RELATIVE SUPPORT SERVICES**

## AMENDMENT NUMBER XXXX

TO

(AGENCY NAME)

CONTRACT NUMBER 15-001-XX SPA X

# AMENDMENT NUMBER XX RELATIVE SUPPORT SERVICES CONTRACT NUMBER 15-001-XX

This Amendment Number XX ("Amendment") to Relative Support Services Contract ("Contract") Number 15-001-XX is made and entered into by and between the County of Los Angeles ("COUNTY"), and XXXX ("CONTRACTOR"), on this 1st day of July, 2022.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract, and CONTRACTOR has been providing Relative Support Services to COUNTY; and

**WHEREAS**, the purpose of this Amendment is to extend the Contract for an additional year from July 1, 2022 through June 30, 2023; and

**WHEREAS,** this Amendment is prepared pursuant to the provisions set forth in Standard Terms and Conditions, Section 8.1, Amendments;

**NOW, THEREFORE,** in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

- **1.** Standard Terms and Conditions, Section 4.0 Term of Contract, Subsection 4.1.2 is added and reads as follows:
  - 4.1.2 The term of this Contract is July 1, 2022 through June 30, 2023, unless terminated sooner or extended, in whole or in part, as provided in this Contract.
- **2.** Standard Terms and Conditions, Section 5.0, Contract Sum, Subsection 5.1.2 is added and reads as follows:
  - 5.1.2 The Maximum Annual Contract Sum is \$ XXX for the contract period of July 1, 2022 through June 30, 2023.
- **3.** Standard Terms and Conditions, Section 8.3, Assignment and Delegation/Mergers or Acquisitions, is revised in its entirety and reads as follows:
  - 8.3 Assignment and Delegation/Mergers or Acquisitions
  - 8.3.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
  - 8.3.2 The contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment,

- delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.3.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.
- **4.** Standard Terms and Conditions, Section 8.64, COVID-19 Vaccinations of County Contractor Personnel, is added and reads as follows:

#### 8.64 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 1. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- 2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of

vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

- 4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
  - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- 5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.
- 5. Exhibits, Exhibit A-3b, Line Item Budget and Narrative is added as a part of Exhibit A3 Line Item Budget and Narrative for the period of July 1, 2022 through June 30, 2023.
- **6.** Exhibits, Exhibit T, COVID-19 Vaccination Certification of Compliance, is added as part of Forms Required at the Time of Contract Execution.

7. ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT

## AMENDMENT NUMBER XX RELATIVE SUPPORT SERVICES CONTRACT NUMBER 15-001-XX

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		
		XXXX	<u>XX</u>	
Ву:	_Date:	Ву:		)ate:
BRANDON NICHOLS, INTERIM DIRECTOR Department of Children and Family Services			:	
		Ву:		Date:
		Name	<u> </u>	
		Title		
			Tax Identification Numb	oer
APPROVED AS TO FORM: BY THE OFFICE OF COUNT Rodrigo Castro-Silva, County				
By: David Beaudet, Senior D	Date: _ eputy County Cou	ınsel		

## RELATIVE SUPPORT SERVICES CONTRACTORS

Contract Number	<u>SPA</u>	Contractor
15-001-23	1	Antelope Valley Partners for Health
15-001-24	1	The Children's Center of the Antelope Valley
15-001-26	2	Penny Lane Centers
15-001-27	3	Foothill Family Services
15-001-28	4	The Children's Bureau of Southern California
15-001-29	5	South Bay Center for Counseling
15-001-30	6	Aviva Family and Children's Services
15-001-31	7	SPIRITT Family Services
15-001-32	8	Cambodian Association of America
15-001-33	8	South Bay Center for Counseling

## **SOLE SOURCE CHECKLIST**

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

Date

Chief Executive Office

## **Sole Source Justification**

## **Relative Support Services**

1. What is being requested? To extend the current Relative Support Services (RSS) contracts for FY 22-23. This additional time is needed to complete the RFP solicitation/selection process, and to ensure that there is no break in service.

**Total Cost:** The annual allocation for each year of the contract is \$4,046,900. The Maximum Contract Amount for the entire contract period (12/15/16 to 6/30/23) is \$26,230,450, of which 100% (\$26,230,450) is State funded. Funding is included in the Department's budget.

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

Despite their needs, research shows that kinship caregivers receive less support and fewer resources than other foster care families. Kinship caregivers tend to be older and single, be in poor health, be under-employed, and to live at or below the Federal poverty level. Studies have shown that kinship caregivers have distinctive needs, including childcare, legal services, financial resources and or material goods. Given that child welfare agencies across the nation are increasingly utilizing kinship caregivers as the preferred placement for children in out-of-home care, it is imperative to address kinship caregiver needs. Providing adequate support to kinship caregivers improves well-being and permanency outcomes for children in their care by improving caregiver capacity and by decreasing caregiver anxiety.

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

N/A

4. Have other products or vendor been considered?

Yes. A Request for Proposals (RFP) is being prepared for release.

## 5. Will purchase of this product avoid other costs?

Yes. Detaining children from Kinship Care is traumatic for the family and costly for the Department. Kinship support services decreases the likelihood of abuse and neglect in Kin care. Current RSS contract extension will expire on June 30, 2022.

6. Is this service available from other providers?

Yes, there are other providers who may provide the services. It is anticipated that these providers may respond to the RFP when it is released.

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

N/A

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

N/A

## 9. Is this service the only one that meets the user's requirements?

The goal of the RSS (Kinship) Program is to improve the overall support to Relative and Non-Related Extended Family Member (NREFM) caregivers and their children under the supervision of the Los Angeles County Department of Children and Family Services (DCFS) and Probation Child Welfare. The RSS Program contracts with nine (9) qualified, culturally and linguistically competent Community Based Organizations (CBOs) to provide Kinship Support Services to Applicants, Relative/NREFM caregivers and the children residing with them. RSS providers collaborate with DCFS staff, other county and governmental agencies, RHAS providers, and other CBOs to provide services in each of the eight Service Planning Areas (SPAs). The RSS Program is the primary provider of kinship support services for DCFS and Probation involved Relative and NREFM caregivers, and informal Kinship caregivers, in Los Angeles County.