

# COUNTY OF LOS ANGELES

## Family and Social Services

FESIA A. DAVENPORT  
Chief Executive Officer



**DATE:** Wednesday, June 22, 2022  
**TIME:** 1:00 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. **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 Public Social Services:** Recommendation to Enter into Sole Source Contracts with Four Adolescent Family Life Program Agencies to Provide Cal-Learn Case Management Services.
- IV. **Presentation/Discussion Items:**
  - a. **Chief Executive Office**  
Approval of Contract with Deloitte Consulting, LLP, for Information and Referral Services.
  - b. **First 5 LA**  
Quarterly Update.
  - c. **Casey Family Programs/ Columbia University/ LA County Poverty Alleviation Initiative/ University of Wisconsin-Madison/ Generations United/ Birth Parent National Network**  
A Path Forward: How Reducing Poverty can Prevent Child Maltreatment.

**d. Office of Child Protection/ Department of Children and Family Services (DCFS)/  
Department of Mental Health**

Short-Term Residential Therapeutic Program Task Force Implementation Update.

**e. DCFS:**

Request to Approve New Temporary Shelter Care Facility Services Contracts as a Result of a Request for Statement of Qualifications Solicitation.

**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

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022		
<b>BOARD MEETING DATE</b>	7/12/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Department of Public Social Services		
<b>SUBJECT</b>	Cal-Learn Case Management Services		
<b>PROGRAM</b>	Cal-Learn program is a statewide program that assists pregnant and/or parenting teens in the California Work Opportunity and Responsibility to Kids (CalWORKs) program to complete their high school education.		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Cal-Learn is a state-mandated program. California Welfare and Institutions Code Section 11333 and CDSS Section 42-766.13 require that the County contract with Adolescent Family Life Program (AFLP) agencies for Cal-Learn Case Management Services unless certain exceptions are met. Because none of the exceptions apply to the County of Los Angeles, DPSS contracts with the four AFLP agencies operating within the County of Los Angeles.		
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contracts expire on 8/31/2022. Services need to be in place by 9/1/2022.		
<b>COST &amp; FUNDING</b>	Estimated Total Cost:	Funding source:	
	\$ 3,509,330	CalWORKs Single Allocation. No Net County Cost.	
	TERMS (if applicable): 9/1/2022 – 8/31/2025 with an option to extend contract for two years or two one-year periods.		
	Explanation: The current contracts are caseload driven; therefore, there is no maximum contract amount. The fixed monthly fee per participant is \$435. The estimated contract cost is based on the projected caseload and includes the Parent As Teachers (PAT) training costs. PAT is a new case management model for Cal-Learn participants who volunteer for these services.		
<b>PURPOSE OF REQUEST</b>	The Department of Public Social Services (DPSS) requests the Board's approval of the new three-year contracts with the existing four AFLP agencies providing Cal-Learn Case Management Services.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The Cal-Learn program was enacted in 1993 to assist CalWORKs participants who are: (a) Under 19 years old; (b) Pregnant and/or parenting; and (c) Have not yet completed their high school or equivalent education in order to graduate, become independent, and form healthy families. Cal-Learn was first implemented through Board-approved contracts on February 28, 1995. State regulations require counties to contract with AFLPs.  On March 12, 2021, the California Department of Social Services (CDSS) released updated guidelines that strongly encouraged counties to adopt other evidence-based case management models to serve Cal-Learn teens. CDSS sought to utilize the most		

	<p>up-to-date, effective service delivery approach available through other case management models for the Cal-Learn program. As such, in addition to providing Cal-Learn Case Management Services, each contractor will be required to implement a new PAT Case Management Model, an Evidence-Based Home Visitation Model, to participants who volunteer for these services, as required by CDSS.</p>
<p><b>EQUITY INDEX OR LENS WAS UTILIZED</b></p>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, please explain how: Cal-Learn program serves diverse pregnant and/or parenting teens who have not completed their high school education. Services are provided by non-profit AFLP agencies who have been DPSS' active partners for over 25 years.</p>
<p><b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b></p>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: Board Priority #7, Sustainability. The AFLP agencies provide teens with comprehensive case management services including linkage to other available resources in the community related to domestic abuse, mental health, and substance abuse in order for them to graduate, remove barriers to self-sufficiency, and keep their families healthy and secure.</p>
<p><b>DEPARTMENTAL CONTACTS</b></p>	<p>Name, Title, Phone # &amp; Email:</p> <p>James A. Blunt, Administrative Deputy III, (562) 908-8622,  <a href="mailto:JamesBlunt@dpss.lacounty.gov">JamesBlunt@dpss.lacounty.gov</a></p> <p>Gabriela Herrera, Human Services Liaison, (562) 908-8311,  <a href="mailto:GabrielaHerrera@dpss.lacounty.gov">GabrielaHerrera@dpss.lacounty.gov</a></p>



JACKIE CONTRERAS, Ph.D.  
Acting Director

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  
HILDA L. SOLIS  
First District  
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Third District  
JANICE HAHN  
Fourth District  
KATHRYN BARGER  
Fifth District

July 12, 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 SOLE SOURCE CONTRACTS WITH  
FOUR ADOLESCENT FAMILY LIFE PROGRAM AGENCIES TO PROVIDE  
CAL-LEARN CASE MANAGEMENT SERVICES  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

The Department of Public Social Services (DPSS) seeks approval of the new three-year term sole source contracts with four Adolescent Family Life Program (AFLP) agencies to provide Cal-Learn Case Management Services to pregnant and/or parenting teens who have not completed their high school education. The current contracts expire on August 31, 2022.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Acting Director of DPSS, or her designee, to prepare and execute a contract in substantially similar form as Enclosure I, with four AFLP agencies listed on Enclosure II, for Cal-Learn Case Management Services. The contracts will be effective September 1, 2022 through August 31, 2025. The estimated annual cost for the four contracts is \$1,456,420 with an estimated three-year contract cost of \$3,509,330. The cost of the contracts will be funded with CalWORKs Single Allocation. Fiscal Year (FY) 2022-23 funding for these contracts is included in the Department's FY 2022-23 budget. Funding for future years will be included in the Department's annual budget requests.
2. Delegate authority to the Acting Director of DPSS, or her designee, to extend the contract for up to two additional years or two one-year periods. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Acting Director shall notify the Board within ten business days of executing such amendment.

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3. Delegate authority to the Acting Director of DPSS, or her designee, to prepare and execute amendments to the contract for: a) Instances which affect the scope of work, term, contract sum, payment terms, or any other term or condition in the contract; b) Additions and/or changes required by the Board or Chief Executive Officer (CEO); c) Changes to be in compliance with applicable County, State, and federal regulations; or d) Increases or decreases of no more than ten percent 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, and the Acting DPSS Director will notify the Board within ten business days after execution.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Cal-Learn is a state-mandated program to assist CalWORKs participants who are under 19 years old, are pregnant and/or parenting, and have not yet completed their high school education in order to graduate, become independent, and form healthy families. The County's Cal-Learn contractors provide comprehensive case management and supportive services to assist teens in completing their high school education.

In addition, with the execution of the new contracts, each contractor will be required to implement a new Parents as Teachers (PAT) case management model, an Evidence-Based Home Visitation model, as required by the State. The PAT case management model will provide participants who volunteer for the services with assistance to improve parenting skills, child development knowledge, and provide connections to community resources that will help remove barriers to achieve their goals.

The Cal-Learn contractors have provided satisfactory services for the past 25 years and have been active partners in the administration of these services.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan, **Goal I**, Make Investments That Transform Lives, Strategy I.1: Increase our focus on Prevention Initiatives by implementing evidence-based practices to increase our residents' self-sufficiency, prevent long-term reliance on the County's social safety net, and prevent involvement with the County's foster, juvenile justice, and adult justice systems, Operational Effectiveness/Fiscal Sustainability: Maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services; and **Goal II**, Foster Vibrant and Resilient Communities, Strategy II.2: Support the Wellness of our Communities by identifying, supporting, and promoting practices for higher quality of life through violence reduction, enhanced social cohesion, increased awareness of supports and services, and better physical fitness, mental health, and well-being.

### **FISCAL IMPACT/FINANCING**

The Cal-Learn contracts do not include maximum contract amounts because they are caseload driven. Payment is based on the number of eligible teens who are enrolled and participate in the program. The monthly rate per participant is \$435. The estimated annual contract cost for all four contracts is \$1,456,420, for an estimated three-year cost of \$3,509,330. These contracts are funded with CalWORKs Single Allocation. No additional Net County Cost is required after the CalWORKs Maintenance of Effort is met. Funding for FY 2022-23 is included in the Department's budget. Funding for future years will be included in the Department's annual budget requests.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

California Welfare and Institutions Code Section 11331 and California Department of Social Services (CDSS) Manual of Policies and Procedures, Chapter 42-766 require the County to provide Cal-Learn Case Management Services to pregnant and/or parenting teens under the age of 19 years who have not completed their high school education. The recommended action will enable the County to continue providing the required services.

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

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

The contractors are compliant with all Board, CEO, and County Counsel requirements.

County Counsel has reviewed this Board letter. The sample contract has been approved, as to form, by County Counsel.

### **CONTRACTING PROCESS**

The Cal-Learn program was enacted into law by the State in 1993. California Welfare and Institutions Code Section 11333 and CDSS Section 42-766.13 require that the County contract with existing AFLP agencies for Cal-Learn Case Management Services. Although CDSS regulations would permit the County to provide these services under certain circumstances, the County's Cal-Learn plan, which CDSS certified, includes contracting with the AFLP agencies for Case Management Services. Thus, these contracts were the result of a procurement by negotiation with the four AFLP agencies in Los Angeles County.

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

In compliance with Board Policy 5.100, Sole Source Contracts, DPSS provided advance notice to the Board of Supervisors on February 20, 2019 of its intent to negotiate multi-year sole source contracts with four AFLP agencies.

In June 2019, CDSS recommended counties to extend their contracts for one-year while CDSS revised Cal-Learn program guidelines, DPSS provided a revised notice to the Board of Supervisors on December 23, 2019 of its intent to extend the existing sole source contracts for a one-year period, and its plan to proceed with the renewal and negotiation process for new multi-year contracts with the existing four AFLP agencies. However, due to an unanticipated delay in the release of CDSS' official Cal-Learn program guidelines, which occurred in March 2020, DPSS determined that the contracts needed to be extended for two years. On July 21, 2020, DPSS received the Board of Supervisors' approval to extend the contracts for two years.

### **Contract Performance**

The expected performance outcome is that the teens complete their high school education (high school diploma, GED, or its equivalent). Performance is measured by orientation completion, engagement in the program, school enrollment, report card submission, and graduation. The AFLP agencies are also expected to meet the minimum targets of the number of participants to serve each year under the PAT model during the contract term.

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

### **IMPACT ON CURRENT SERVICES**

The award of these contracts will enable the Department to continue providing Cal-Learn Case Management Services to eligible pregnant and/or parenting teenagers. Additionally, volunteer participants will receive PAT case management services to help obtain skills critical to achieve resilience and stability.

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



**CONCLUSION**

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

Respectfully submitted,

JACKIE CONTRERAS, Ph.D.  
Acting Director

AJ:rje

Enclosures

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

## CAL-LEARN CASE MANAGEMENT ESTIMATED CONTRACT COSTS

#	AFLP Agencies	Board Districts Served	Projected Percent Caseload Share <sup>1</sup>	2022-23		2023-24		2024-25		Estimated Three-Year Cost <sup>3</sup>
				Projected Monthly Caseload	Estimated Annual Cost <sup>2</sup>	Projected Monthly Caseload	Estimated Annual Cost <sup>2</sup>	Projected Monthly Caseload	Estimated Annual Cost <sup>2</sup>	
1	AltaMed Health Services Corporation	1,4	23%	62	\$333,915	50	\$263,660	40	\$211,460	\$809,035
2	Children's Hospital of Los Angeles	1	9%	25	\$137,450	19	\$101,620	16	\$85,960	\$325,030
3	El Nido Family Centers	2,3,5	58%	157	\$833,840	125	\$655,820	100	\$525,100	\$2,014,760
4	Foothill Family Services	1,5	10%	27	\$151,215	22	\$117,695	17	\$91,595	\$360,505
<b>TOTAL</b>			<b>100%</b>	<b>271</b>	<b>\$1,456,420</b>	<b>216</b>	<b>\$1,138,795</b>	<b>173</b>	<b>\$914,115</b>	<b>\$3,509,330</b>

<sup>1</sup> Calculated as a percentage of the total Projected Monthly Active Caseload figures for all four AFLP Agencies.

<sup>2</sup> Estimated annual costs are caseload driven and include PAT training costs.

<sup>3</sup> Estimated three-year cost is caseload driven and includes PAT training costs.

## SOLE SOURCE CHECKLIST

Department Name: Department of Public Social Services



New Sole Source Contract



Existing Sole Source Contract

Date Sole Source Contract Approved: \_\_\_\_\_

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

*Mason Matthews*

Chief Executive Office

06/10/2022

Date

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**11333.** (a) Except as provided in subdivision (b), counties shall contract for the provision of intensive case management services, as described in subdivision (b) of Section 11331.7 and in Section 11332.5, with public or nonprofit agencies or school districts that administer services pursuant to one or more of the following intensive case management models:

(1) The Adolescent Family Life Program (Article 1 (commencing with Section 124175) of Chapter 4 of Part 2 of Division 106 of the Health and Safety Code).

(2) A home visiting model approved by the department for the CalWORKs Home Visiting Program established pursuant to Article 3.4 (commencing with Section 11330.6), with priority on models that have demonstrated relevance serving the Cal-Learn population.

(3) Evidence-based home visiting models as identified by the United States Department of Health and Human Services that serve the specific demographic of Cal-Learn.

(b) In cases where services from contractors administering one or more of the models specified in subdivision (a) are not available or cost effective, counties may contract with other public or nonprofit agencies or school districts for intensive case management services or provide intensive case management services directly if all the following conditions are met:

(1) The department has determined that the proposed intensive case management model conforms with the standards and scope of services of an evidence-based model of the Adolescent Family Life Program, meets the same criteria as an evidence-based model identified by the United States Department of Health and Human Services, HomVEE review, or conforms to an intensive case management model specified or required by the department.

(2) The submitted county plan is determined by the department to sufficiently document that a model specified in subdivision (a) is not available or cost effective.

(3) The county has consulted with applicable local health agencies to assist in the implementation of the provision of services provided in the intensive case management model.

(c) Counties shall include approved contractors pursuant to subdivision (a) or (b) in their planning of the Cal-Learn Program to ensure participation in the county's planning and implementation of the Cal-Learn program.

(d) The department shall consult with the State Department of Public Health to implement the purposes of this program.

(e) It is the intent of the Legislature to review the implementation of the changes to this section enacted by the act that added this subdivision during the course of the 2020-21 fiscal year to determine how these changes impact service delivery and counties' ability to maintain service levels as they existed in 2019-20 and prior to these changes.

(Amended by Stats. 2020, Ch. 11, Sec. 56. (AB 79) Effective June 29, 2020. Note: Former Section 11334.8 was last amended by Stats. 2012, Ch. 439, before its repeal on April 1, 2013.)

42-766	CAL-LEARN CASE MANAGEMENT SERVICES (Continued)	42-766
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.13 Provision of Case Management Services

.131 Adolescent Family Life Program (AFLP) Contracting Requirement

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

.132 Exceptions to Contracting With AFLP

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

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

.133 Requirements When Not Contracting With AFLP

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

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/22/2022	
BOARD MEETING DATE	7/12/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
DEPARTMENT(S)	Chief Executive Office	
SUBJECT	APPROVAL OF CONTRACT WITH DELOITTE CONSULTING, LLP, FOR INFORMATION AND REFERRAL SERVICES	
PROGRAM	Information and Referral (I&R) call center	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The contract needs to be awarded by August 31, 2022, to allow sufficient transition and on-ramping time for Deloitte, the new I&R vendor, to take over the I&R call center operations without interruption of I&R services. The contract with 211 LA, the current vendor, is set to expire on December 31, 2022. Additionally, the timely approval of this Board Letter is critical for the timely review and processing of the County's application with the California Public Utilities Commission (CPUC) requesting authority over the 2-1-1 dialing code.	
COST & FUNDING	Total cost: \$114,702,304	Funding source: All County Departments will proportionately contribute based on the number of referrals received. Most departments will use various State or Federal subvented funding sources.
	TERMS (if applicable): 7 initial term years, and 3 option years	
	Explanation: The total contract sum of <b>\$114,702,304</b> comprises of <b>\$67,250,801</b> for the seven (7) initial term years and <b>\$27,451,503</b> for the three (3) option years (for a total cost of \$94,702,304 over the (10) years as delineated in Exhibit B of the Contract), and <b>\$20,000,000</b> in Pool Dollars.	
PURPOSE OF REQUEST	Delegate authority to the CEO to execute the Contract and as-needed amendments.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> <li>The CEO is applying to CPUC to request authority over the 2-1-1 dialing code, enabling the County to designate Deloitte as its I&amp;R provider.</li> <li>A Board Motion will be on the Board's agenda on July 12, 2022, directing the CEO to transmit a 5-signature letter to CPUC in support of County's application.</li> <li>A second Board Motion carried by Supervisor Solis will also be on the agenda on July 12, 2022, directing DHR and CEO to work on assisting 211 LA staff with finding future employment, either within the County or elsewhere.</li> </ul>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No It supports all nine Board priorities by fostering engagement among residents and creating new opportunities for collaboration between the County and the public.	
DEPARTMENTAL CONTACTS	Gevik Shahverdian, Senior Analyst, CEO T: (213) 974-1334   email: <a href="mailto:gshahverdian@ceo.lacounty.gov">gshahverdian@ceo.lacounty.gov</a>	





# 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>

FESIA A. DAVENPORT  
Chief Executive Officer

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

July 12, 2022

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

## **APPROVAL OF CONTRACT WITH DELOITTE CONSULTING, LLP, FOR INFORMATION AND REFERRAL SERVICES (ALL DISTRICTS - 3 VOTES)**

**CIO RECOMMENDATION: ( X ) APPROVE**

### **SUBJECT**

The Chief Executive Office (CEO) seeks the Board of Supervisors' (Board) approval to execute a multi-year contract (Contract) with Deloitte Consulting LLP (Deloitte) to provide Information and Referral (I&R) services to the County of Los Angeles (County) residents.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Chief Executive Officer, or her designee, to execute a Contract, substantially similar to Attachment I, between the County and Deloitte for a base sum of \$67,250,801 for a seven-year term. Under this Contract, Deloitte will provide I&R services handling approximately 480,000 inquiries per year (Base Volume).
2. Delegate authority to the Chief Executive Officer, or her designee, to execute, as needed, amendments to the Contract to extend it for up to three (3) option years following the initial term, for a sum of \$27,451,503 for the option years. Any such amendments will be approved as to form by County Counsel.
3. Delegate authority to the Chief Executive Officer, or her designee, to approve and execute as-needed amendments, change notices, and work orders pursuant to the

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Contract's provisions, and adjust the payments as needed for handling inquiries in excess of the Base Volume; and approve the use of an additional \$20,000,000 in Pool Dollars for the aforementioned purposes. This will help the Chief Executive Office ensure compliance with federal, state, or County regulations, or to expeditiously implement as needed County special projects or campaigns, additional functionality, system improvements, or additional self-service portals. Any such amendments will be approved as to form by County Counsel, and the Board will be notified within 30 days of execution of major amendments with a total cost exceeding \$2,000,000.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

### **County I&R Services**

The County's current I&R contract is set to expire on December 31, 2022. The recommended actions will allow for the continuation of I&R services under a new Contract with Deloitte to include the following services:

1. 2-1-1 Contact Center services - operating and delivering comprehensive multilingual I&R services to County of Los Angeles residents, twenty-four (24) hours a day, seven (7) days a week, including:
  - a. Tier 1 services: Handling of inbound calls and digital communication (e.g., online chat, Short Message Service, Multimedia Messaging Service, email, portal inquiries), including prescreening of clients for service eligibility, and making referrals to County or community-based resources and services; and
  - b. Tier 2 services: Handling contacts that require specialized assessments and screenings, collecting and storing client consent(s) and additional information, follow up efforts, and warm hand-offs for all crisis, abuse, and neglect calls.
2. Real-time maintenance and provision of a comprehensive community services/resources directory (Community Resource Database).
3. Deployment of three (3) online Self-Service Portals:
  - a. 2-1-1 Portal: providing general health and human services assistance, including pre-screening for eligibility, and initiating referrals;
  - b. Transition-Aged Youth (TAY) Portal: providing personalized services/supports for case coordination and specialized functions for TAY users; and



- c. Community Service Provider Portal: providing registered service providers the ability to update their information, process referrals, and communicate with other registered service providers.
4. Deployment of ad hoc online services and related I&R projects, including but not limited to, new self-service portals, emergency-related Contact Center service portals, outreach efforts, and community service campaigns, at additional cost.

#### Contract Management and Monitoring

The CEO is responsible for overall management of the Contract, and all County departments will share funding responsibility. In addition, an I&R Oversight Group, led by the CEO and comprised of representatives from County departments, will meet regularly to provide support in evaluating vendor performance, and work with Deloitte to resolve issues related, but not limited to, contact capacity, contact handling, and data updates.

#### Implementation of Strategic Plan Goals

Approval of the recommendations is consistent with all three goal areas of the County Strategic Plan: Goal 1: Make Investments That Transform Lives; Goal 2: Foster Vibrant and Resilient Communities; and Goal 3: Realize Tomorrow's Government Today

#### FISCAL IMPACT/FINANCING

The total Contract sum over the ten (10) years will be up to \$114,702,304; comprised of \$67,250,801 for the seven (7) initial term years and \$27,451,503 for the three (3) option years [(for a total cost of \$94,702,304 over the ten (10) years as delineated in Exhibit B of the Contract (Pricing Schedule)], and \$20,000,000 in Pool Dollars. The total cost of the Contract will be charged to the departments that will receive referrals from the Contact Center. The amount charged to each department is expected to fluctuate annually based on the number of referrals made to that department. The CEO is in the process of evaluating the estimated cost for each County department and will work with each department to determine the impact to their operating budget for this cost after accounting for any federal or state revenue offsets. Funding will be requested, if necessary, in the next Fiscal Year 2022-23 budget phase for the incremental cost of this Contract for the period of January 1, 2023, through June 30, 2023, and in future budget phases to account for any additional cost increases in future fiscal years.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Section 26227 of the Government Code, the Board may appropriate and fund programs deemed by the Board to be necessary to meet the social needs of the population of the County, including, but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, legal services; and the needs of financially, physically, mentally challenged, and aged persons. And pursuant to Section 31000 of the Government Code, the Board may contract for special services.

The CEO is planning to apply to the California Public Utilities Commission (CPUC) requesting the authority and oversight over the 2-1-1 dialing code, which will enable the County to designate Deloitte as its I&R provider.

The Chief Information Office (CIO) has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment II).

## **CONTRACTING PROCESS**

On February 11, 2021, the County released a Request for Proposals (RFP) that was developed based on input from various user focus groups, constituents, County and non-County stakeholders.

The RFP was posted on the County's Doing Business with Us website and distributed to a wide range of vendors in the field of I&R services or similar fields of work. A Proposers' Conference was held to provide an overview of the RFP. The County received three proposals, one of which did not meet the minimum qualifications established in the RFP and was disqualified. A Disqualification Review process was offered to the disqualified vendor, and they did not respond. The CEO convened an Evaluation Committee with 16 evaluators, from various County departments and offices that are involved in provision of health and human services, and they evaluated the proposals in accordance with the evaluation process identified in the RFP. A Debriefing was provided to the second-ranked vendor, after which they submitted their Notice of Intent to initiate the protest process. The CEO completed the Proposed Contractor Selection Review, with no change in the selection outcome. The County Independent Review process is underway and upon its completion, the CEO will communicate the outcome to the Board.

Deloitte was the highest-rated and lowest-cost vendor and is therefore being recommended for a contract award.

The County successfully negotiated the Contract with Deloitte. The Contract includes all of the required County contracting terms and conditions with a negotiated limit of liability of up to \$5 million per year, except for third party claims under the indemnities of

Paragraph 33.0 (Contractor Acts and/or Omissions Indemnification), Subparagraph 7.5.3 (Confidentiality), and Subparagraph 14.2 (Compliance with Applicable Law) for which the limitation will be the greater of \$5 million or one and a half times fees paid by County to the vendor under the Contract over the twelve (12) month period immediately preceding the date on which the first cause of action giving rise to the liability accrues, except to the extent resulting from the vendor's recklessness, bad faith, or intentional misconduct, in which case the liability would be unlimited. County Counsel has reviewed and approved the proposed Contract as to form.

A competitive solicitation for an enhanced I&R services contract enabled the County to meet the evolving needs of its population, to accomplish its many varied priorities, and to achieve a new vision for I&R services delivery across the County. Moreover, the solicitation process allowed the County to meet its fiduciary responsibilities of delivering cost-effective, high-quality services to its constituents by encouraging competition and allowing for periodic re-solicitation for I&R services – basic tenets and requirements of State and County procurement and contracting processes, law, policy, and best practice.

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

Following a ramp-up/transition period, the new Contract will allow Deloitte to provide uninterrupted services to the public twenty-four (24) hours a day, seven (7) days a week, including crisis related I&R services such as Elder Abuse, Child Abuse, and Mental Health crises.

Respectfully submitted,

Reviewed by:

FESIA A. DAVENPORT  
Chief Executive Officer

PETER LOO  
Acting Chief Information Officer

FAD:JMN:JFO  
EDT:GS:kdm

Enclosure

c: Executive Office, Board of Supervisors  
All County Departments



# CIO ANALYSIS

BOARD AGENDA DATE:

7/12/2022

This document provides an analysis and recommendations by the Office of the Chief Information Officer pertaining only to “requests concerning the approval of actions related to the management, design, development, acquisition, expansion, or purchase of **automated systems and/or related services**,” per [Board Policy 6.020, “Chief Information Office Board Letter Approval”](#). This document shall not be construed as endorsement, or a recommendation for approval, of any other items.

SUBJECT:

**APPROVAL OF CONTRACT WITH DELOITTE CONSULTING SERVICES  
FOR INFORMATION AND REFERRAL SERVICES**

CONTRACT TYPE:

☒ New Contract      ☐ Sole Source      ☐ Amendment to Contract #: Enter contract #.

SUMMARY:

The Chief Executive Office (CEO) is requesting Board of Supervisors (Board) approval to execute a new contract with Deloitte Consulting LLP (Deloitte) for Information and Referral Services that includes:

- A call center for 2-1-1 information and referral services;
- A 2-1-1 self-service portal with a built-in pre-screener for health and human services;
- A Transitional Age Youth (TAY) portal for personalized services, support for case coordination, and specialized functions for TAY users; and
- A Community Service Provider portal that allows registered service providers to update their information, process referrals, and communicate with other registered service providers.

Deloitte was selected as the most qualified, low-cost vendor from three proposals received from a Request for Proposals (RFP). Upon Board approval of the contract with Deloitte, the CEO will apply to the California Public Utilities Commission (CPUC) requesting the authority and oversight over the 2-1-1 dialing code, and designate Deloitte as the County’s 2-1-1 call center provider. The current contract for 2-1-1 call center services with 211LA, the existing vendor, is set to expire on December 31, 2022.

**Contract Amount:** The total cost for services is \$94,702,304 for the maximum 10 year Contract term.

# APPROVAL OF CONTRACT WITH DELOITTE CONSULTING SERVICES FOR INFORMATION AND REFERRAL SERVICES

## FINANCIAL ANALYSIS:

### Contract costs (Year 1 through 10)<sup>1</sup>:

2-1-1 Call Center .....	\$	59,509,403
2-1-1 Portal .....	\$	11,730,967
TAY Portal.....	\$	11,730,967
Community Service Provider Portal.....	\$	11,730,967
<b>Total Cost .....</b>	<b>\$</b>	<b>94,702,304</b>

Additional Work - Pool Dollars<sup>2</sup> ..... \$ 20,000,000

**Total Contract Sum: ..... \$ 114,702,304**

## Notes:

<sup>1</sup> First year costs include implementation of 2-1-1 call center services and design and implementation of three self-services portals.

<sup>2</sup> Pool Dollars are allocated, as necessary, to ensure compliance with Federal, State, or County regulations, or to expeditiously implement as needed County special projects or campaigns, additional functionality, system improvements, or additional self-service portals. Any such amendments will be approved as to form by County Counsel, and the Board will be notified within 30 days of execution of major amendments with a total cost exceeding \$2,000,000 per year.

## ANALYSIS, RISKS, AND RECOMMENDATIONS:

1. **Quality of services:** The contract includes a Service Level Agreement for software deficiencies and performance measures for which a 2.5% of the monthly invoice would be credited for each occurrence:

- Call blockage not to exceed 1% over a monthly period;
- 99.65% or higher service ability, i.e. 5 minutes or less service disruption per month;
- Abandonment call rate not to exceed 5% over a 24-hour period; and
- A service response rate of calls to be answered within 30 seconds at least 80% of the time over a monthly period.

The contract also includes Liquidated Damages of \$1,000 per day per infraction up to 10% of the total monthly cost of services.

2. **Project Management, Governance, and Resources:** A strong project governance and steering committee, chaired by the executive sponsor, is needed to ensure adherence to project scope, schedule, and budget; closely monitor project progress; ensure necessary resources are assigned; manage risks; and resolve any major issues that arise over the course of the project. An Information and Referral Services Steering Committee of service program directors from within participating departments and chaired by the Manager of the CEO's Service Integration Branch will monitor vendor performance and direct service improvements.

3. **Contract Risks:** No Contract risks have been identified. County Counsel participated in the negotiation and approved the Contract as to form. The Contract includes:

- Limitation of Liability of the greater of \$5 million or one and a half times fees paid by County to Contractor under the Contract over the twelve (12) month period immediately preceding the date on which the first cause of action giving rise to the liability; and
- County's standard requirements for Commercial General Liability Insurance.

APPROVAL OF CONTRACT WITH DELOITTE CONSULTING SERVICES FOR INFORMATION AND REFERRAL SERVICES

4. **Information Security:** The County's Information Security Officer (CISO) has reviewed the Contract and has assessed the project as a low security risk. The CISO also provided the latest approved Information Security language for inclusion into the Contract.
- a. The Contract includes Cyber Liability Insurance Coverage cyber liability insurance coverage with limits of at least \$20,000,000 per occurrence of wrongful acts, and \$30,000,000 in the aggregate, during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information).

PREPARED BY:

\_\_\_\_\_  
PETER LOO, ACTING INFORMATION OFFICER

\_\_\_\_\_  
DATE

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022				
<b>BOARD MEETING DATE</b>	7/12/2022				
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>				
<b>DEPARTMENT(S)</b>	Children and Family Services (DCFS)				
<b>SUBJECT</b>	Temporary Shelter Care Facilities New 3 year Contracts				
<b>PROGRAM</b>	Placement Support Division / Temporary Shelter Care Facilities				
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:				
<b>DEADLINES/ TIME CONSTRAINTS</b>	To be begin 7/1/22.				
<b>COST &amp; FUNDING</b>	<table border="1" style="width:100%"> <tr> <td style="width:33%">Total cost: \$36,255,894</td><td style="width:67%">Funding source: \$36,255,894      Financed with 100% State Realignment Funding</td></tr> </table>			Total cost: \$36,255,894	Funding source: \$36,255,894      Financed with 100% State Realignment Funding
Total cost: \$36,255,894	Funding source: \$36,255,894      Financed with 100% State Realignment Funding				
	TERMS (if applicable): FY 22-23; FY23-24; FY 24-25 <span style="color:red">See Attachment I</span>				
	The Department of Children and Family Services is requesting a 3 year contract with Wayfinder Family Services for 20 Beds; Optimist Homes for Youth for 16 Beds and Five Acres for 20 beds for a total of 56 temporary shelter beds.				
<b>PURPOSE OF REQUEST</b>	As a result of the <i>Lightbourne vs. Los Angeles County</i> settlement agreement, the Department of Children and Family Services (DCFS) sought to contract with existing group homes to provide temporary shelter for children and youth awaiting suitable foster/relative care placement. The four group homes that became TSCs were Wayfinder Family Services (formerly Junior Blind of America), Hathaway-Sycamores (Sycamores), Five Acres, and David & Margaret (D&M). In early 2019, CDSS/CCL changed the licensing category to Temporary Shelter Care Facilities (TSCFs), and all four providers obtained their TSCF licenses. In November 2019, DCFS terminated its contract with D&M. In August 2020, DCFS contracted with Optimist Boys' Home and Ranch (Optimist) for a 10 bed TSCF to serve females aged 14 through 17. Sycamores also terminated their contract in December 2021. Five Acres contracted for TSCF for males aged 6-14 in December 2021. Dimondale Adolescent will be opening in the near future to cover for the closure of Sycamores.				
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:				
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Child Protection – Temporary Shelter Care Facilities (TSCF) are licensed programs providing up to 10-days or less of shelter care to foster children and youth who are facing replacement or are newly detained. They provide a safe and nurturing environment while they await placement. Services include but are not limited to supervision, mental health services, and behavioral interventions.				

<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	Name, Title, Phone # & Email: Michael Ross, Division Chief ; 909-219-2284; rossm@dcfs.lacounty.gov
<b>DEPARTMENTAL CONTACTS</b>	



Explanation: Contracts are set up as operational costs funded by 100% 2011 State Realignment Funding.

	<b>Facility Address</b>	<b># of Beds</b>	<b>FY22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>Total</b>
<b>Wayfinder Family Services (Wayfinder)</b>	5300 Angeles Vista Blvd, Los Angeles, CA 90043	20	\$5,347,890	\$5,505,090	\$5,657,240	\$16,510,220
<b>Optimist Boys' Home and Ranch (Optimist)</b>	4900 Serrania Ave, Woodland Hills, CA 91364	16	\$2,802,764	\$2,898,716	\$2,999,571	\$8,701,051
<b>Five Acres – The Boys' and Girls' Aid Society of Los Angeles County (Five Acres)</b>	760 W. Mountain View St., Altadena, CA 91001	20	\$ 3,555,642	\$ 3,680,089	\$ 3,808,892	\$ 11,044,623
		56	\$11,706,296	\$12,083,895	\$12,465,703	\$36,255,894



BRANDON NICHOLS  
Interim Director

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

510 S. Vermont Avenue, Los Angeles, California 90020

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

July 12, 2022

The Honorable Board of Supervisors  
County of Los Angeles  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST TO APPROVE NEW TEMPORARY SHELTER CARE FACILITY  
SERVICES CONTRACTS AS A RESULT OF A  
REQUEST FOR STATEMENT OF QUALIFICATIONS SOLICITATION  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) requests the Board's approval to execute Temporary Shelter Care Facility (TSCF) Services contracts effective July 1, 2022, or date of execution, whichever is later, through June 30, 2023, with options to extend two additional 12-month periods, through June 30, 2025.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Interim Director of DCFS, or designee, to execute contracts substantially similar to the attached TSCF Contract with Five Acres - The Boys' and Girls' Aid Society of Los Angeles County (Five Acres), Optimist Boys' Home and Ranch (Optimist) and Wayfinder Family Services (Wayfinder) for TSCF Services. The Maximum Contract Sum for the TSCF contracts will be as follows: Five Acres is \$11,044,623; Optimist is \$8,701,051; and Wayfinder is \$16,510,220, effective July 1, 2022, or date of execution, whichever is later, through June 30, 2025. The TSCF contracts will be financed using 100 percent 2011 State Realignment funds and sufficient funding is included in the Department's Fiscal Year (FY) 2022-2023 Recommended Budget.

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2. Delegate authority to the Interim Director of DCFS, or designee, to execute substantially similar contracts in the future with qualified TSCF licensed non-profit organizations that complete the on-going solicitation process; and through any Request for Statement of Qualifications (RFSQ) supplemental submission period or a negotiated contract solicitation process, throughout the term of the TSCF contract, provided that: (a) funding is available; (b) County Counsel approval is obtained prior to execution of such contract(s); and (c) DCFS will notify the Board and Chief Executive Officer (CEO) in writing within 10 business days of executing such contract(s).
3. Delegate authority to the Interim Director of DCFS, or designee, to execute TSCF contract extension options and further extend the contracts upon the California Department of Social Services' (CDSS) approval, provided that: (a) applicable Federal, State and County contracting regulations are observed; (b) funding is available; (c) County Counsel approval is obtained prior to execution of such extension(s); and (d) DCFS will notify the Board and the CEO in writing within 10 business days of executing such extension(s).
4. Delegate authority to the Interim Director of DCFS, or designee to execute amendments to the TSCF contracts in alignment with any changes to the TSCF program as approved by CDSS or to meet program needs, provided that: (a) applicable Federal, State and County contracting regulations are observed; (b) funding is available; (c) County Counsel approval is obtained prior to execution of such amendments; and (d) DCFS will notify the Board and the CEO in writing within 10 business days of executing such amendments.
5. Delegate authority to the Interim Director of DCFS, or designee, to execute amendments to the TSCF contracts in instances of acquisitions, mergers, or other changes in ownership, provided that: (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 of executing such amendments.
6. Delegate authority to the Interim Director of DCFS, or designee, to execute amendments to increase or decrease the Maximum Annual Contract Amount exceeding 10 percent during the term of the Contract to accommodate increase or decrease in services 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 CEO in writing within 10 business days of executing such amendments.

7. Delegate authority to the Interim Director of DCFS, or designee to terminate the above contracts for contractor's default, County's convenience, or Contractor initiates termination for convenience, provided that: (a) County Counsel approval is obtained prior to termination of the agreement; and (b) DCFS will notify the Board and CEO in writing within 10 business days of terminating any contract.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the TSCF program is to provide temporary shelter care to children and youth under the care and supervision of DCFS who require temporary living quarters while they await a permanent placement, such as relative care, legal guardian, a foster home, or a Short-Term Residential Therapeutic Program (STRTP).

The need for Temporary Shelter Care Services has increased over the years. Continuum of Care Reform (CCR) has called for a comprehensive approach to improving the experience and outcome for children in foster care. To continue compliance with State requirements under CCR, DCFS is requesting to continue contracting for TSCF Services.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions are consistent with the Countywide Strategic Plan Goal No. 1, Make Investments That Transform Lives: Strategy 2, Deliver comprehensive and seamless services to those seeking assistance from the County.

### **FISCAL IMPACT/FINANCING**

The Maximum Contract Sum for the TSCF Contracts will be as follows: Five Acres is \$11,044,623; Optimist is \$8,701,051; and Wayfinder is \$16,510,220, effective July 1, 2022, or date of execution, whichever is later, through June 30, 2025. The TSCF Contracts will be financed using 100 percent 2011 State Realignment funds and sufficient funding is included in the Department's Fiscal Year (FY) 2022-2023 Recommended Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In April 2015, the County and the CDSS Director, Will Lightbourne, entered into a stipulated judgment in the lawsuit Lightbourne v. County of Los Angeles, Los Angeles Superior Court Case No. BC580223, which required the County to provide licensed 72-hour transitional shelter care facilities for the populations of children served by the Children's Welcome Center (CWC) and Youth Welcome Center (YWC) within an abbreviated timeframe. TSC contracts were executed allowing the County to comply with the terms set forth in the stipulated judgment.

Since the implementation of the TSC, the need for temporary shelter care services increased over the years. In addition, CCR called for a comprehensive approach to improving the experience and outcomes for children and youth in foster care, which includes procedure for the emergency placement of a child with a relative or non-related extended family member prior to resource family approval. Consequently, to continue compliance with the terms set forth and to meet State requirements under CCR, CDSS created a new licensing category called TSCF, which replaced the TSC license.

In December 2015, DCFS contracted with four existing group homes, that obtained TSC licenses to provide TSC services for 72-hours to specific populations and age groups of children and youth who are newly detained or have experienced a placement disruption.

In March 2016, the TSC facilities opened its doors with 68 beds for children/youth ages 0-17, and NMD females 18-20 years old. The four group homes that became TSCs were Wayfinder Family Services (formerly Junior Blind of America), Hathaway-Sycamores, Five Acres, and David & Margaret (D&M).

In November 2018, the Department requested Board delegated authority to extend the contracts through December 2021, with two optional one-year extension periods for a total of three years through December 2023. In early 2019, CDSS changed the TSC licensing category to TSCF, and all four providers obtained their TSCF licenses. On December 1, 2019, DCFS terminated its contract with D&M.

On June 2, 2022, in accordance with Board Policy No. 5.120, the Department notified the Board of its intent to request delegated authority to execute an amendment to increase the Maximum Annual Contract Amount for an amount greater than 10 percent.

CEO and County Counsel have reviewed the Board letter and the attached sample contract. The new contract has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

On June 14, 2021, DCFS released an RFSQ solicitation for new TSCF Services Contracts to be effective July 1, 2022. DCFS notified vendors registered on the County's Webven and advertised the RFSQ in newspapers of general circulation. Additionally, an advertisement was posted on the County and DCFS websites. In response to the RFSQ, DCFS received Statement of Qualifications (SOQ) from five vendors as follows: (1) Five Acres, (2) Hathaway Sycamores (dba The Sycamores), (3) Optimist, (4) Rancho San Antonio Boys Home Inc., and (5) Wayfinder.

On October 4, 2021, The Sycamores submitted a written request to withdraw their TSCF SOQ submission. On November 18, 2021, Rancho San Antonio Boys Home Inc. submitted a written request to withdraw their TSCF SOQ submission.

DCFS completed the review of the documents submitted by each prospective contractor. As a result, DCFS determined Five Acres, Optimist, and Wayfinder have met all minimum requirements outlined in the RFSQ and deemed to be responsible prospective contractors. On February 24, 2022, DCFS sent tentative selection of contract award letters to Five Acres for 20 beds, Optimist for 16 beds, and Wayfinder for 20 beds.

DCFS followed all applicable State and County procedures in conducting this solicitation.

### **CONTRACTOR PERFORMANCE**

The proposed contractors are the current TSCF Service providers with the DCFS. The contractors have performed sufficiently and have worked responsibly and timely with DCFS on the current contract deliverables.

The TSCF contractors will be monitored by DCFS' Bureau of Specialized Response Services.

### **IMPACT ON CURRENT SERVICES**

Approval of the recommended actions will ensure uninterrupted temporary shelter care services to the children and youth placed under the County of Los Angeles' supervision.

The Honorable Board of Supervisors  
July 12, 2022  
Page 6

**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 attachment to the Department of Children and Family Services.

Respectfully submitted,



BRANDON NICHOLS  
Interim Director

BN:CMM  
KDR:LTl:EO  
JS:dl

Attachment

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