COUNTY OF LOS ANGELES Family and Social Services

FESIA A. DAVENPORT Chief Executive Officer



DATE: Wednesday, July 20, 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.

- 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 Children and Family Services (DCFS):** Request to Approve an Extension for Six Commercial Sexual Exploitation Advocacy Services Contracts.
- IV. Presentation/Discussion Items:
 - a. DCFS/ Department of Mental Health (DMH)/ Probation Department: Continuum of Care Reform Update.
 - **b.** Office of Child Protection/DCFS/ DMH/ Probation: Short-Term Residential Therapeutic Program Task Force Implementation Update.
 - c. DCFS: Risk Stratification Model 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

⊠ Board Letter	☐ Board Memo	☐Other
CLUSTER AGENDA REVIEW DATE	7/20/22	
BOARD MEETING DATE	August 9, 2022	
SUPERVISORIAL DISTRCIT AFFECTED	⊠ All □ 1 st □ 2 nd	3 rd 4 th 5th
DEPARTMENT (S)	DCFS	
SUBJECT	Request for CSEC Advoca	acy Services Extension
PROGRAM	CSEC Advocacy Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No	
SOLE SOURCE CONTRACT	⊠ Yes □ No	
	If Yes, please explain why	:
	period in order to comple implementation and outco pilot, and to prepare a ne contract. The extension is	ond the thirty- six months contract te and evaluate the omes of the CSEC Prevention w solicitation for replacement is for nine (9) months and one (1) of the existing Advocacy Services
DEADLINES/TIME CONSTRAINTS	The current contract expires September 23, 2022 and in order to avoid a lapse in service, the extension needs to be in place by September 24, 2022.	
COST & FUNDING	Total Cost: \$1,673,541	Funding Source: The Maximum Contract Budget is \$1,673,541, shared amongst six contracts for extended contract term, and is funded by the State of California's Sexually Exploited Children's Program (Senate Bill 855) and Healthier Communities, Stronger Families, Thriving Children funds
	TERMS (if applicable): September 24, 2022 through June 30, 2023	
	Explanation: The extension will allow time to redevelop the CSE Advocacy Program to meet Covid-19 requirements for social distancing and contact through virtual settings.	

PURPOSE OF REQUEST	An extension is needed from September 24, 2022 to June 30, 2023, to alignment the contract term with the State Fiscal Year (July 1 to June 30) and to allow the County to develop the CSEC Advocacy Program to implement and evaluate CSEC Prevention Services. CDSS approved the request to extend the existing term of the contracts to June 30, 2023.
BACKGROUND (include internal/external issues that may exist including any related motions)	In June 2014, the State of California created the Commercially Sexually Exploited Children (CSEC) Program though Senate Bill 855 to provide services to children and youth who are or victims or at-risk of being commercially sexually exploited. This opt-in program provides funding for commercial sexual exploitation prevention and intervention services to provide youth with a multi-disciplinary, trauma-informed, strength-based, victim-centered approach in order to help victims of CSE recover and heal.
	For the past several fiscal years, Los Angeles County has seen a growing number of referrals and open DCFS and Probation cases involving victims of Commercial Sexual Exploitation (CSE) due to the growing awareness and identification of victims in L.A. County. In order to support victims of CSE, L.A. County initially established a Delegated Authority Agreement (DAA) contract through the Chief Executive Office to execute the provision of Advocacy Services through Saving Innocence, starting in April, 2014. The DAA contract with Saving Innocence expired March, 2020.
	In order to build our capacity to serve not only victims of CSE, but also youth identified as "at-risk" of CSE and Non-Minor Dependents as well as their parents/primary caregivers, the County developed the CSE Advocacy Services program to provide services to this expanded target population in all Supervisorial Districts. On September 24, 2019, new CSEC Advocacy Services contracts were executed with Saving Innocence and ZOE International to serve this expanded population.
EQUITY INDEX OR LENS WAS UTILIZED	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	

	Children's Services Administrator III (310) 210-3835 estraa@dcfs.lacounty.gov	
CONTACTS	Adela Estrada	
DEPARATMENTAL CONTACTS	Name, Title, Phone # & Email:	
	Yes, the request supports Board Priority #1: Child Protection. Through the provision of an extension of CSEC Advocacy Services, the County will be provided the time needed to implement and evaluate CSEC Prevention Services, which was launched on September 24, 2022. Through the implementation of this new service component, the County strives to divert youth who are at high risk of exploitation from being exploited in the first place and will also reduce the recurrence of exploitation for those youth who have experienced exploitation. The CSEC Prevention approach utilizes the Youth Thrive Protective Framework that is designed to build youth and family resilience and promote protective factors to mitigate safety and risk of harm to youth	



County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

510 S. Vermont Avenue, Los Angeles, California 90020 (213) 351-5602

BRANDON T. NICHOLS Director

August 9, 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:

REQUEST TO APPROVE AN EXTENSION FOR SIX COMMERCIAL SEXUAL EXPLOITATION ADVOCACY SERVICES CONTRACTS (ALL SUPERVISORIAL DISTRICTS) (3-VOTES)

SUBJECT

The Department of Children and Family Services (DCFS) requests your Board's approval to extend six (6) existing Commercial Sexual Exploitation (CSE) Advocacy Services contracts effective September 24, 2022 through June 30, 2023, in order to align the contracts with the County's fiscal year and to allow additional time to solicit and complete replacement contracts.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Delegate authority to the Director of DCFS, or designee, to execute an amendment, substantially similar to (Attachment A), to Contract Nos. 19-04-049, 19-04-050,19-04-051, and 19-04-052 with Saving Innocence, Inc., and Contract Nos. 19-04-053 and 19-04-054 with ZOE International for the CSE Advocacy Services for children and youth who are identified as commercially sexually exploited or at-risk of being commercially sexually exploited. The extended term of these contracts will be effective September 24, 2022 through June 30, 2023. The Maximum Contract Budget for this term is \$1,673,541, financed by 82.8 percent State funds and 17.2 percent Healthier Communities, Stronger Families, Thriving Children funds (HST).
- Delegate authority to the Director of DCFS, or designee, to execute amendments to the contracts for necessary changes, including changes to programmatic

requirements, budget and budget narratives, including carry-overs of unspent funds to meet unanticipated demands; and to increase or decrease the maximum annual contract budget not to exceed 10 percent when such a change is necessary to meet service needs and provided that there is sufficient funding available. Approval of the Chief Executive Office (CEO) and County Counsel will be obtained prior to executing such amendments; and the Director or designee will notify the Board and the CEO in writing within 10 business days after execution.

3. Delegate authority to the Director of DCFS, or designee, to execute amendments to extend contracts for up to nine months on a month-to-month basis, if the current contractors are not awarded a replacement contract and the extension is necessary to allow eligible participants to remain with their current provider if DCFS determines it is in the best interest of the participant. The contract extensions will be funded by HST funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In June 2014, the State of California created the Commercially Sexually Exploited Children (CSEC) Program through Senate Bill 855 to assist children and youth who are or at-risk of being commercially sexually exploited. This opt-in program provides funding for commercial sexual exploitation prevention and advocacy services throughout the County in six First Responder Protocol Areas by providing Crisis Intervention, Safety Assessment Planning; Case Management; Linkage to Services; Survivor Advocacy Services; Advocacy Services; and Prevention Services. The existing six CSE Advocacy Services contracts will expire on September 23, 2022.

DCFS is preparing a contingency plan to assist with anticipated budget deficits for the upcoming future years due to unforeseen financial impact to the County created by the COVID-19 pandemic. In preparation for the budget shortfalls, the County requested a nine-month and one-week extension to align the CSE Advocacy Services contracts with the State's fiscal term, July to June.

This extension will allow DCFS time to redevelop the CSE Advocacy Program to meet the requirements for social distancing and incorporating best practices to allow in-person contact, as well as contact through virtual settings.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended services support the County's Strategic Plan, Goal I: Make Investments That Transform Lives; Strategy I.1.1, Promote Supportive Parenting, Strategy I.2.8, Address the Needs of Victims of Child Sex Trafficking and Strategy I.2.9, Support the Long Term Success of Transitional Aged Youth.

The Honorable Board of Supervisors August 9, 2022 Page 3

FISCAL IMPACT/FINANCING

The Maximum Contract Budget for the term September 24, 2022 through June 30, 2023, will be \$1,673,541 financed by 82.8 percent State funds and 17.2 percent HST funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CSEC Program authorized by Senate Bill (SB) 855 added Welfare Instructions Code Section 16524.6 – 16524.11 to assist in the prevention and intervention of CSEC and youth who are at-risk of becoming commercially sexually exploited.

The SB 855 authorizes the use of CSEC program funding for prevention and intervention activities and services. The bill requires the provision of training for the County of Los Angeles' DCFS Children's Social Workers and the Probation Department's Deputy Probation Officers to identify, intervene and provide case management services to children who are victims of, or at-risk of, commercial sexual exploitation and the training of primary caregivers for the prevention and identification of potential victims. The bill also requires that the child welfare data system, the Child Welfare Services/Case Management System, is capable of collecting data concerning children who are commercially sexually exploited, as specified. This bill also requires counties that opted-in to the CSEC Program to develop an inter-agency protocol to be utilized in serving sexually exploited children who have been adjudged to be a dependent child of the juvenile court.

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

CONTRACTING PROCESS

On April 23, 2021, DCFS received approval from the California Department of Social Services (CDSS), (Attachment C), to extend the existing term effective September 24, 2022 through June 30, 2023, per CDSS Manual of Policies and Procedures, Section 23.650.1.18.

On January 4, 2022, DCFS sent a Notice of Intent (Attachment D) to the Board of Supervisors, of its intent to extend the current contracts. The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply. The provisions of County Code Chapter 2.121 do not apply to this contract because County employees cannot perform these services, as they require resources that are not available in the County.

The Honorable Board of Supervisors August 9, 2022 Page 4

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the current recommendations will allow the Department to continue to provide CSE Advocacy Services for children and youth who are identified as commercially sexually exploited or at-risk of being commercially sexually exploited.

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 T. NICHOLS Director

BTN:CMM:KDR LTI:CP:vf

Attachments

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



FORM AMENDMENT

FOR

COMMERCIAL SEXUAL EXPLOITATION (CSE) ADVOCACY SERVICES

WITH

CONTRACTOR

CONTRACT NUMBER #xx-x-xxx

This Amendment (hereinafter referred to as "Amendment") to the Commercial Sexual Exploitation (CSE) Advocacy Services Contract Number xx-x-xxx (hereinafter referred to as "Contract") is made and entered into by and between the Department of Children and Family Services on behalf of the County of Los Angeles and ts Board of Supervisors (hereinafter referred to as "COUNTY") and ZOE International (hereinafter referred to as "CONTRACTOR"), in Los Angeles, California this day of_______2022.

WHEREAS, COUNTY and CONTRACTOR are parties to this Contract adopted by the Board on September 17, 2019, and CONTRACTOR has been providing CSE Advocacy Services to the COUNTY; and

WHEREAS, Amendment No. One updated this Contract and its Exhibits, addressed programmatic changes to staffing requirements, scope of work, and the removal of the Health Insurance Portability and Accountability Act of 1996 and Health Information Technology for Economic and Clinical Health Act requirements.

WHEREAS, Amendment No. Two added a provision to temporarily allow the use of an authorized Live Scan private entity or use of the California Law Enforcement Telecommunications System (CLETS) background clearance check through DCFS Clearance Criminal Tracking System and also temporarily extended the age of the non-minor dependent beyond age 21 to meet the closure situation produced by the Safe at Home Order caused by COVID-19.

WHEREAS, Amendment No. Three extended the contract effective September 24, 2020, through September 23, 2021, and amended the titles of Contract Exhibits.

WHEREAS, Amendment No. Four increased the maximum annual contract budget with a one-time funding of \$175,000 from Healthier Communities, Stronger Families, Thriving Children (HST) funds to expand the population served for Advocacy Services program for the CSEC at-risk population with a concentration to prevent exploitation, included programmatic changes to the Contract and its exhibits, and extended the Contract effective September 24, 2021, through September 23, 2022.

WHEREAS, the purpose of this Amendment is to extend the contract effective September 24, 2022, through June 30, 2023, and to update the Maximum Annual Contract Budget, Pricing Sheet, Budget Narrative, and programmatic changes to the contract and its exhibits.

WHEREAS, this Amendment is prepared and executed by COUNTY and CONTRACTOR as set forth in the Contract, SECTION 8.0, STANDARD TERMS AND CONDITIONS, SUBSECTION 8.1, AMENDMENTS; and

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree to the following changes to the Contract:

- CONTRACT, TABLE OF CONTENTS, SECTION 8.0, STANDARD TERMS AND CONDITIONS is amended to add Subsection 8.62 to read as follows:
 - 8.62 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENATIONS
- 2. CONTRACT, TABLE OF CONTENTS, SECTION 9.0, UNIQUE TERMS AND CONDITIONS is amended to add Subsections 9.19 and 9.20 to read as follows:
 - 9.19 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL
 - 9.20 ADDITIONAL TERMS AND CONDITIONS
- 3. CONTRACT, TABLE OF CONTENTS, EXHIBITS, is amended to add the following exhibits:
 - EXHIBIT Q INFORMATION SECURITY AND PRIVACY REQUIREMENTS
 - EXHIBIT R COVID-19 VACCINATION OF COUNTY CONTRACTOR PERSONNEL
- **4. CONTRACT, SECTION 2.0, DEFINITIONS, SUBSECTION 2.1** is amended to add paragraph 2.1.15 to read as follows:
 - 2.1.15 Refer to Exhibit Q, Number 1 for additional Definitions.
- **5. CONTRACT, SECTION 4.0, TERM OF CONTRACT,** Subsection 4.1 is amended to add paragraph 4.1.3 to read as follows:
 - 4.1.3 The term of this contract is extended for a period of nine months and one-week effective September 24, 2022, through June 30, 2023, unless terminated earlier or extended.
- **6. CONTRACT, SECTION 5.0, CONTRACT BUDGET,** Subsection 5.1 is revised to add subsection 5.1.1 to as follows:
 - 5.1.1 The Maximum Contract Budget for the extended term of September 24, 2022 to June 30, 2023 is \$1,673,541 shared among the six (6) contracts, for Advocacy Services. The maximum amount for each contract is \$256,440 for Advocacy Services and \$22,483 for Prevention.

- 7. CONTRACT, SECTION 7.0, ADMINISTRATION OF CONTRACT CONTRACTOR, Subsection 7.5, BACKGROUND AND SECURITY INVESTIGATIONS is amended to add Subparagraph 7.5.1.7 to read as follows:
 - 7.5.1.7 Refer to Exhibit Q, Number 7 for additional requirements.
- 8. CONTRACT, SECTION 7.0, ADMINISTRATION OF CONTRACT CONTRACTOR, SUBSECTION 7.6, CONFIDENTIALITY is amended to add Paragraph 7.6.12 to read as follows:
 - 7.6.12 Refer to Exhibit Q, Number 6 for additional requirements.
- 9. CONTRACT, SECTION 8.0, STANDARD TERMS AND CONDITIONS, SUBSECTION 8.29 INSURANCE COVERAGE is amended to add Subparagraph 8.29.6.1 to read as follows:
 - 8.29.6.1 Refer to Exhibit Q, Number 17 for additional requirements.
- 10. CONTRACT, SECTION 8.0, STANDARD TERMS AND CONDITIONS, SUBSECTION 8.46, SUBCONTRACTING is amended to add Paragraph 8.46.11 to read as follows:
 - 8.46.11 Refer to Exhibit Q, Number 8 for additional requirements.
- 11. CONTRACT, SECTION 8.0, STANDARD TERMS AND CONDITIONS, SUBSECTION 8.62, COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS and Paragraphs 8.62.1 and 8.62.2 are added to read as follows:

8.62 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

8.62.1 This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

- 8.62.2 The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 10.0 (Changes and Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.
- 12. CONTRACT, SECTION 9.0, UNIQUE TERMS AND CONDITIONS, SUBSECTION 9.4, DATA DESTRUCTION, is amended to read as follows:

9.4 DATA DESTRUCTION

9.4.1 Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

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

- 9.4.2 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.
- 9.4.3 Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed

consistent with the current National Institute of Standard and (NIST) Special Publication SP-800-88. Technology Guidelines for Media Sanitization. Vendor shall provide within County with written certification. ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

- 9.4.4 Refer to Exhibit Q, Number 10 for additional requirements.
- 13. CONTRACT, SECTION 9.0, UNIQUE TERMS AND CONDITIONS, SECTION 9.19, COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL and Subparagraphs 9.19.1 through 9.19.5, are added to read as follows:

9.19 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 9.19.1 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").
- 9.19.2 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").

- 9.19.3 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.
- 9.19.4 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.
- Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- 9.19.5 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 R (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.
- 14. CONTRACT, SECTION 9.0, UNIQUE TERMS AND CONDITIONS, SECTION 9.20, ADDITIONAL TERMS AND CONDITIONS, is added to read as follows:

9.20 ADDITIONAL TERMS AND CONDITIONS

- 9.20 For the following additional provisions, refer to Exhibit Q:
 - 1. DEFINITIONS
 - INFORMATION SECURITY AND PRIVACY PROGRAMS
 - 3. INTENTIONALLY OMITTED
 - 4. CONTRACTOR'S USE OF COUNTY INFORMATION
 - SHARING COUNTY INFORMATION AND DATA

- 6. CONFIDENTIALTY
- 7. CONTRACTOR EMPLOYEES
- 8. SUBCONTRACTORS AND THIRD PARTIES
- 9. STORAGE AND TRANSIMISSION OF COUNTY INFORMATION
- 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION
- 11. PHYSICAL AND ENVIRONMENTAL SECURITY
- 12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY
- 13. ACCESS CONTROL
- 14. SECURITY AND PRIVACY INCIDENTS
- 15. NON-EXCLUSIVE EQUITABLE REMEDY
- 16. AUDIT AND INSPECTION
- 17. CYBER LIABILITY INSURANCE
- 18. PRIVACY AND SECURITY INDEMNIFICATION

ADDEDNUM A: INTENTIONALLY OMITTED

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING

TO COUNTY SYSTEMS

ADDEDNUM C: APPLICATION SOURCE CODE REPOSITORY

15. CONTRACT, EXHIBIT A, STATEMENT OF WORK, PART D, CONTRACTOR'S GENERAL RESPONSIBILITIES, SECTION 9.0, SCOPE OF WORK, SUBPARAGRAPH 9.2.10 CLOSURE and subparagraphs 9.2.10.1 through 9.2.10.4, are added to read as follows:

9.2.10 Closure

9.2.10.1 The CONTRACTOR shall ensure the assigned Advocates remain with the Participant if applicable during the contract

transition between two contractors when the current Contractor is not awarded a replacement contract.

9.2.10.2 Contractor shall provide a list of all Participants who will not complete the ASCYICE Program by end of the last contract term. The list will assist the PM in determining who will remain with a contract extension and those that can be transferred to a new contractor. Whether or not a Participant transfers to a new Contractor will be dependent on various factors, including whether or not a youth has established a relationship with an Advocate and is making progress in stabilizing, the likely impact the transfer would have on a Participant's stability, the length of time a Participant has been receiving services from the current Contractor, and whether or not the Participant is engaged in receiving services. An assessment to determine whether or not a youth will be transferred to the new Contractor will take place in collaboration with the current Contractor and CPM. Participants that will not be transferring to the new Contractor will be able to remain with extended Contractor for a maximum of eight months on a month-to-month basis. At that point, services shall be

terminated with the extended Contractor. If Participant requires additional services, the Participant may be referred by the lead CSW or DPO for services with the new Contractor. A list of Participants with the recommended action for termination, extension or transfer shall be submitted by the current Contractor via email to the CPM 60 days prior to the contract expiration date.

9.10.3 Contractor shall transition all case related information of the Participant to the new contractor within two weeks (transfer period) of the new contractor's contract start date (Star Work Notice date).

- 9.10.4 When Participants are determined eligible to transfer to a new contractor, every effort shall be made to ensure that a proper transition be arranged. This event should occur by the end of the two week transfer period.
- 16. Exhibit B, (Pricing Sheet) of the Contract is replaced in its entirety and attached to this Amendment.
- 17. Exhibit C, (Line-Item Budget and Budget Narrative) of the Contract is replaced in its entirety and attached to this Amendment.
- 18. Exhibit C-1, (Prevention Line-Item Budget and Budget Narrative) of the Contract is added and attached to this Amendment.
- 19. Exhibit C-2, (Sample Invoice) of the Contract is added and attached to this Amendment
- **20. Exhibit E** (Auditor-Controller Contract Accounting and Administration Handbook) of the Statement of Work is replaced in its entirety and is attached hereto this Amendment.
- **21. Exhibit Q** (Information Security and Privacy Requirements) is added to the Statement of Work and is attached hereto this Amendment.
- **22. Exhibit R** (COVID-19 Vaccination of County Contractor Personnel) is added to the Statement of Work and is attached hereto this Amendment.

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

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 bind1he CONTRACTOR in this Amendment. This Amendment may be executed in separate counterparts and may be delivered by electronic facsimile; each counterpart, when executed and delivered, shall constitute a duplicate original but all counterparts together shall constitute a single agreement.

COUNTY OF LOS ANGELES	CONTRACTOR	
By:Date:	By:	Date:
BRANDON NICHOLS, INTERIM DIRECTOR Department of Children and Family Services	Name:	
	By:	
	Name:	
	Title	
	Tax Identification Number	er
APPROVED AS TO FORM: BY THE OFFICE OF COUNTY COUNSEL DAWYN R. HARRISON, ACTING COUNTY COUN	NSEL	
By:	_ Date:	

SOLE SOURCE CHECKLIST

Departm	nent Name:		
	New Sole Source Contract		
	Existing Sole Source Contract Date Sole Source Contract Approved:		
Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS 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.		
	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.		
	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.		
	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.		
	It is more cost-effective to obtain services by exercising an option under an existing contract.		
	It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.		
	Chief Executive Office Date		

Sole Source Justification CSEC Advocacy Services

1. What is being requested?

The current request is to extend the CSEC Advocacy Services contracts from September 24, 2022 to June 30, 2023 in order to align the contracts with the State Fiscal Year (July 1 to June 30) and to allow the County time to implement and evaluate the CSEC Prevention Services component that was added to the CSEC Advocacy Services contracts. CDSS approved the request to extend the existing term of the contracts through June 30, 2023.

DCFS launched CSEC Advocacy Services contracts for a one-year term from 9/24/19 to 9/23/20 with two one-year options to extend, with a maximum term of 36 months. Saving Innocence were awarded four contracts that covers First Responder Protocol (FRP) Areas 1, 2, 3 and 4 and ZOE International was awarded two contracts that covers FRP Areas 5 and 6. The first year option to extend from 9/24/20 to 9/23/21 and the second year option to extend from 9/24/21 to 9/23/22 were granted. The request is extend the contracts beyond 36 months for said reasons stated above.

2. Why is the product (service) needed – how will it be used?

In June 2014, the State of California created the Commercially Sexually Exploited Children (CSEC) Program though Senate Bill 855 to provide services to children and youth who are or victims or at-risk of being commercially sexually exploited. This opt-in program provides funding for commercial sexual exploitation prevention and intervention services to provide youth with a multi-disciplinary, trauma-informed, strength-based, victim-centered approach in order to help victims of CSE recover and heal.

For the past several fiscal years, Los Angeles County has seen a growing number of referrals and open DCFS and Probation cases involving victims of Commercial Sexual Exploitation (CSE) due to the growing awareness and identification of victims in L.A. County. In order to support and help stabilize child and youth victims of CSE, specialized services by highly trained staff who have experience working with young victims of exploitation in order to appropriately provide support that is needed.

In order to build our capacity to serve not only victims of CSE, but also youth identified as "at-risk" of CSE and Non-Minor Dependents, the County developed the CSE Advocacy Services program to provide services to this expanded target population in all Supervisorial Districts, in addition to providing specialized programming for parents who are caring for exploited children and youth. On September 24, 2019, new CSEC Advocacy Services contracts were executed with Saving Innocence and ZOE International to serve this expanded population, in addition to serving parents and primary caregivers of Commercially Sexually Exploited Children.

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

Yes, Los Angeles County opted-in to the CSEC Advocacy Services program to provide funding for commercial sexual exploitation prevention and intervention services to provide youth with a multi-disciplinary, trauma-informed, strength-based, victim-centered approach in order to help victims of CSE recover and heal.

4. Have other products or vendors been considered?

Yes, but use of other vendors is not appropriate at this time, as additional ongoing services are needed to complete the implementation and evaluation of the CSEC prevention pilot. Said provided services are needed for no more than 12 months from the expiration of the existing contract which has no additional available option periods. Also, maintenance and support services are needed while we prepare for the release of a new solicitation.

5. Will purchase of this product avoid other costs?

Continuation of CSE Advocacy Services to CSE youth will minimize the cost to the County by reducing exploitation of children and youth who would otherwise require services from other County Departments.

6. Is this service available from other providers?

Yes. However, there are six contracts with two providers with the County and the use of other providers is not appropriate at this time, as maintenance and support services are needed with contracted providers while we prepare for the release of a new solicitation.

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

The price for services were based off a competitive bid through an RFP solicitation.

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

The Maximum Contract Budget for this contract term effective September 24, 2022 through June 30, 2023 is \$1,673,541.



STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY **DEPARTMENT OF SOCIAL SERVICES**

744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



May 18, 2022

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

SUBJECT: APPROVAL OF REQUEST FOR A NINE MONTH AND ONE-WEEK EXTENSION OF THE COMMERCIALLY SEXUALLY EXPLOITED ADVOCACY SERVICES CONTRACTS

Dear Ms. Torres-Ibarra:

By letter dated December 14, 2020, the County of Los Angeles, Department of Children and Family Services (County) requests the approval of the California Department of Social Services (CDSS) to extend existing contracts for Commercially Sexually Exploited (CSE) Advocacy Services for nine months and one-week. Per the County's request, the six existing CSE Advocacy Services contracts were obtained pursuant to a competitive solicitation with an effective date of September 23, 2019 or obtained pursuant to procurement by negotiation with an effective date of March 31, 2020. Furthermore, each of the existing contracts will expire September 23, 2022.

According to the County's letter, the CSE Advocacy Services are provided throughout the County in six First Responder Protocol Areas through six contracts with a total yearly cost of \$2,000,000. Additionally, the DCFS is preparing a contingency plan to assist with anticipated budgetary deficits for the upcoming future years due to unforeseen financial impact to the County created by the COVID-19 pandemic. In preparation (for the budget shortfalls) the County requests a nine month and one-week extension of the underlying CSE Advocacy Services contracts so that they will align with the State's fiscal term, July to June. The first option to extend the CSE Advocacy Services contracts is effective from September 24, 2020 through September 23, 2021. This term overlaps two fiscal years and impacts the fiscal tracking of encumbrances, expenditures and claiming. Also, changes in the budget to the underlying Contract requires fiscal adjustments to the six contracts increasing the possibility of errors. Furthermore, the nine month and one-week extension will allow the County to redevelop the CSE Advocacy Program to meet the requirements for the on-going Safer at Home order (required by COVID 19) for social distancing and incorporating best practices to allow in-person contact, as well as contact through virtual settings.

Ms. Leticia Torres-Ibarra Page Two

The County's request identifies the CDSS Manual of Policy and Procedures (MPP), Manual Letter OPS (MPP/OPS) 23.621.15 as the basis for the request. However, the MPP/OPS 23.621.15 requires the approval of CDSS prior to the (original) procurement. Since the services were procured previously CDSS could not give its prior approval of the extended contract term pursuant to MPP/OPS 23.621.15. Instead, the CDSS reviewed the request for a nine month one-week extension pursuant to MPP/OPS 23.650.1.18. This section permits procurement by negotiation in "Other situations, where unique circumstances necessitate procurement by negotiation, shall require prior CDSS approval and, when necessary, federal agency approval."

The combined circumstances of continuing essential services to CSE children and youth, the need to revise the services because of COVID-19, and the necessity of preparing for the likely, future budget shortfalls provide the justification for unique circumstances. Additionally, federal agency approval does not appear necessary. Therefore, CDSS approves the request to extend the existing term of the contracts from the current end date of September 23, 2022 to June 30, 2023.

The County also requests the authorization of CDSS for the County to maintain its authority under MPP/OPS 23-622.2 for a six-month extension to administer and finalize a Request for Proposal, to plan for unforeseen delays, and to secure new contracts. If the six-month extension were exercised, the end date of the underlying contract would be December 2023. At the time it purports to extend the contracts an additional six months, it will be up to the County to determine whether it meets the requirements of MPP/OPS 23-622. If additional time is determined to be necessary by the County and the requirements of MPP/OPS 23-622 cannot be met, the CDSS would be willing to review a subsequent request of the County for an additional 6-month extension pursuant to MPP/OPS 23.650.1.18.

For comments or questions, I may be reached at 916-654-1871 or Simone.Dumas@dss.ca.gov.

Sincerely,

Simons Dumas

Simone Dumas, Chief Contracts and Purchasing Bureau



County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

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

December 30, 2021

To: Supervisor Holly J. Mitchell, Chair

Supervisor Hilda L. Solis Supervisor Sheila Kuehl Supervisor Janice Hahn Supervisor Kathryn Barger

From: Bobby D. Cagle

Director

NOTIFICATION OF INTENT TO REQUEST DELEGATED AUTHORITY TO EXTEND SOLE SOURCE CONTRACTS WITH SAVING INNOCENCE, INC. AND ZOE INTERNATIONAL FOR COMMERCIAL SEXUAL EXPLOITATION ADVOCACY SERVICES

In compliance with Board Policy 5.100, Sole Source Contracts, this is to notify the Board that the Department of Children and Family Services (DCFS) intends to submit a Board Letter to request delegated authority to extend sole source contracts with Saving Innocence, Inc. and ZOE International for nine months and one week from September 24, 2022 to June 30, 2023 to align the contracts with the County's fiscal year and to allow additional time to solicit new contracts. These contracts provide Commercial Sexual Exploitation (CSE) Advocacy Services throughout the six First Responder Protocol (FRP) areas.

In accordance with Board Policy 5.100, prior written notice to the Board is required for any department requesting delegated authority to extend sole source contracts beyond the term previously authorized by the Board.

BACKGROUND

In June 2014, the State of California created the CSE Program through Senate Bill 855 to assist children and youth who are identified as commercially sexually exploited or at-risk of being commercially sexually exploited. This opt-in program provides funding for CSE Prevention and Intervention Services. The County developed the CSE Advocacy Services Program serving Los Angeles County throughout six FRP Areas. The CSE Advocacy

Each Supervisor December 30, 2021 Page 2

Services include FRP response, that includes an in-person response within 90 minutes; Crisis Intervention; Safety Assessment Planning; Case Management; Linkage to Services; Survivor Advocacy Services; Advocacy Services; Prevention Services; participation in Multi-Disciplinary Team Meetings; Transportation Services; CSE Prevention and Intervention Workshops for Participants; CSE Intervention Workshops for Participants and Parents; Education, Job Readiness and Transition Workshops for Participants; Support for Participants testifying against their trafficker; and funding (i.e. Restoration Funds) for activities and interventions that will support the achievement of case plan goals and empowerment events and activities geared towards promoting post-traumatic growth and self-sufficiency.

Due to the public emergency related to the COVID-19 pandemic and in order to continue essential services for CSE children and youth, DCFS requested approval from the California Department of Social Services (CDSS) for the nine-month and one-week extension effective September 24, 2022, through June 30, 2023, which was approved by CDSS on April 23, 2021.

JUSTIFICATION

Without DCFS CSE Advocacy Services contracts, DCFS will not have the capacity to provide Crisis Intervention; Safety Assessment Planning; Case Management; Linkage to Services; Survivor Advocacy Services; Advocacy Services; and Prevention Services.

The current contract term will expire on September 23, 2022, and the new term with be effective September 24, 2022 through June 30, 2023.

If you have any questions or need additional information, please call me or your staff may contact Aldo Marin, Board Liaison, at (213) 351-5530 or marina@dcfs.lacounty.gov.

BDC:GP:CMM KDR:LTI:CP:ak

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

LOS ANGELES COUNTY STRTP TASK FORCE

IMPLEMENTATION UPDATE

July 20, 2022

1

CONSIDERATIONS IMPACTING STRTP TASK FORCE RECOMMENDATIONS

- Work has been and will be ongoing to address these recommendations
- Systems challenges that impact implementation:
 - State and federal requirements (licensing, administrative, fiscal) that continue to impact continuum of care reform implementation
 - FFPSA Part IV implementation
 - Current placement capacity crisis
 - Ongoing COVID pandemic
 - Workforce challenges (within departments, STRTPs, etc.)

Continuum of Care Expansion

- Departments completed analysis of youth with complex needs, which identified priorities to expand the continuum of care
- **Concurrently** working on expanding supports and services for home-based care for youth with complex needs, as well as higher levels of care as short-term interventions for youth with complex needs

CONTINUUM OF CARE EXPANSION PRIORITIES

Home-based settings and supports	Short-term interventions in higher levels of care
Developing public model ISFC	Creation of specialized STRTP beds
Expand Upfront Family Finding	Develop partial hospitalization/intensive outpatient services
Developing "enhanced care programs" (STRTP for One, ISFC for One) through Youth First Demonstration Project	
CSEC ISFC RFP released and creation of other specialized FFAs	
Implement Mockingbird Family Model	

Note: many of these priorities require funding to implement

Multidisciplinary Teaming & Interagency Collaboration

- Placement Stabilization Team expanded
- System of Care, led by the Interagency Leadership Team, includes critical systems partners like Regional Centers, schools, and SAPC, is meeting regularly to address services for youth with complex needs

Healing-Centered Engagement with Youth and Staff

- Creative Wellbeing program expanded to STRTPs and TSCFs
- Applied for multiple funding opportunities to further expand programming
- Scuba diving pilot and Fostering Dreams Through Dance program being implemented in STRTPs

Peer Support

- Identifying peers to apply for scholarships being offered by CalMHSA that would cover training and certification costs
- DMH developing Statement of Work
- DMH QA working on setup for billing/claiming

Mentoring

- DMH developed inventory of mentoring programs; online version being developed
- Foster Together Network hosted a series of trainings on mentorship for youth and caregivers
- Approximately 100 Forever Friends approved through Probation's VISTO program, who have been matched with almost every contracted STRTP



Expanding SUD Services and Supports for Youth

- Trainings for STRTP staff
- STRTPs connected with SAPC providers
- DCFS, DMH, and SAPC continue regular meetings to problem-solve linking youth in STRTPs with SUD services

YDD Partnership

• DCFS, DMH, Probation, and YDD have begun collaborating on strategies to expand partnerships between STRTPs and youth diversion programs

RECOMMENDATIONS AREAS TO FOCUS ON NEXT

- Strengthening Child and Family Teaming, including elevating youth voice and continuing to expand healing-centered engagement
- Strengthening STRTP model:
 - Improving placement decisions, clinical practice, and aftercare services
- Improving education supports in STRTPs
- Creating a safe environment at and near STRTPs
 - Reducing unnecessary law enforcement agency engagement
- Streamlining STRTP administrative and programmatic requirements
 - This includes reviewing conditions that impact STRTP workforce recruitment and retention

IMPLEMENTATION STEPS

- Recommendations focus on systems change and continuous practice improvement, so implementation work will be ongoing
- Continued implementation of FFPSA Part IV
- Convene workgroups that include department partners, providers, advocates, youth/caregivers, and other stakeholders
- Continued collaboration and systems change through System of Care and the County's System Improvement Plan

WHERE WE NEED SUPPORT AND ADVOCACY

- Board support for ARPA Tranche II requests to expand the continuum of care priorities, as well as supports for TAY and expanding creative wellbeing programming
- Board and other stakeholders' (providers and advocates) support for needed state and federal policy and fiscal changes to support a robust continuum of care

