

COUNTY OF LOS ANGELES

Family and Social Services

FESIA A. DAVENPORT
Chief Executive Officer



DATE: Wednesday, January 4, 2023
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. 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 a Sole Source Six-Month Extension for Resource Family Approval Training Services Contracts and to Execute Future Contracts with the Community College Foundation.
 - b. DCFS:** Request for Approval of a Sole Source to Reallocate Funds and Increase the Maximum Annual Contract Amount for One Adoption Promotion Support Services Contract Above 10 Percent.
- III. Presentation/Discussion Items:**
 - a. DCFS/ Department of Mental Health/ Probation Department:** Families First Prevention Services Act (FFPSA) Monthly Update.
 - b. DCFS/ Inter-Agency Council on Child Abuse and Neglect:** Request to Approve a Contract with Friends of the Children–Los Angeles for Long-Term Enhanced Mentorship Services

- c. **DCFS:** Request to Approve an Amendment to the Current Sole Source Contract for Recruitment and Retention Services with Raise A Child.

IV. Public Comment

- V. 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 - -

VI. Adjournment

Fact Sheet: Six Month Contract Extension for Resource Family Approval Training, Previously Known as Partnering For Safety And Permanence--Model Approach To Partnerships In Parenting (PS-MAPP) Training Services

BACKGROUND

On July 29, 2014 the Board of Supervisors approved contracts with The Community College Foundation (TCCF) to provide pre-service training for prospective foster and adoptive parents using the Partnering for Safety and Permanence-Model Approach to Partnerships in Parenting (PS-MAPP) curriculum. Now known as Resource Family Approval Training, the four (4) contracts with TCCF provide pre-service training for prospective foster and adoptive parents throughout the entire county. The contract period was August 1, 2014 through July 31, 2019.

Beginning January 1, 2017, state legislation required DCFS to implement the Resource Family Approval (RFA) process to assess all prospective resource parents (relatives, non-related extended family members, foster and adoptive). RFA has new training requirements. Therefore, a contract amendment was approved in December 2016 to make the necessary modifications in support of RFA. Notably, 33-hour PS-MAPP curriculum was replaced with the RFA 12-hour pre-approval training curriculum and the 8-hour pre-placement training curriculum. In addition, training classes for First Aid and CPR certification, which is a RFA requirement for approval, were added as a deliverable.

The RFA training is designed to provide a foundation of knowledge and skills with a trauma focus to promote safe, permanent homes for children in out of home care. The training prepares prospective resource parents to support the goals of reunification and, when that is not possible, be prepared to provide permanence to a child.

CURRENT STATUS

The current contract extensions end January 31, 2019. The solicitation was completed. However, the selected agency declined to accept the Contracts due to fiscal constraints. Contracts Administration Division (CAD) is negotiating with the 2nd highest scorer, however, they will not be ready to begin service on February 1, 2023. The Director's Delegated Authority to extend the contracts ends with the current contract extensions. CAD is developing letters to the Board of Supervisors and the California Department of Social Services requesting approval to extend the contracts for six additional months.

FISCAL ANALYSIS/IMPACT

Funding Source

The Resource Family Approval Training contracts are funded through a combination of Federal, State, and County funds. The combined maximum total cost of \$9,081,008 will be financed using \$6,810,754 (75%) Federal, \$158,671 (17.5%) State, and \$681,078,288 (7.5%) Net County Cost. The current request is for a six-month extension of the contracts for February 1, 2023 through July 31, 2023 in the amount of \$598,862.

Fact Sheet: Six Month Contract Extension for Resource Family Approval Training, Previously Known as Partnering For Safety And Permanence--Model Approach To Partnerships In Parenting (PS-MAPP) Training Services

WHAT DO THESE CONTRACTS PAY FOR?

The Resource Family Approval Training contracts pay for the provision of pre-service training to prospective resource families. Each training series is taught by one instructor from the contractor and one experienced resource parent under the employ of the contractor. The new RFA training curriculum is designed to provide knowledge and skills to potential resource parents to become effective caregivers for children placed under their care and supervision by DCFS. Prior to approval, resource family applicants are required to complete 12-hour RFA pre-approval training. Completion of the 8-hour pre-placement training is required before a child can be placed with a recruited (non-related) resource family. The new RFA process also requires prospective resource parents to complete First Aid and CPR certification training for approval.

During the 6-month contract extension period of February 1, 2023 to July, 31, 2023, TCCF will provide the following numbers of trainings:

RFA Pre-Approval	41 trainings of 12-hours each
RFA Pre-Placement	32 trainings of 8-hours each
First Aid and CPR Certification	22 trainings

Each training will have a minimum of 12 participants and a maximum of 30 participants.

RECOMMENDATIONS FOR CONSIDERATION

It is recommended that DCFS extend the four RFA Training contracts (North, South, East, and West) for one-year to complete the solicitation process effective February 1, 2020 through January 31, 2021.

IMPLEMENTATION PLANS/TIMELINE

The extension renewal will be executed via written notice to the contractor. A notification of the extension renewal of contracts will be forwarded to the Board within ten days of execution of the contract renewal.

PENDING DECISIONS/ISSUES

Any pending issues, overpayments, debts, or corrective actions will be verified prior to executing the contract amendments to the RFA Training contracts.



BRANDON T. NICHOLS
Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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



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

January 24, 2023

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 A SOLE SOURCE FOR A SIX-MONTH EXTENSION FOR
RESOURCE FAMILY APPROVAL TRAINING SERVICES CONTRACTS AND TO
EXECUTE FUTURE CONTRACTS WITH THE COMMUNITY COLLEGE
FOUNDATION
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests the Board's approval to extend the current Resource Family Approval Training (RFAT) contracts with The Community College Foundation (TCCF) for up to six months, and to execute contracts procured through a Request for Proposals (RFP).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or his designee, to execute amendments substantially similar to Attachment I, to extend the current RFAT contracts for up to six months, effective February 1, 2023 through July 31, 2023. The maximum cost to extend these contracts for six months will not exceed is \$508,167 and will be financed using 75 percent (\$381,125) Federal funds, 17.5 percent (\$88,929) State funds, and 7.5 percent (\$38,112) NCC. Sufficient funding is included in the Department's Fiscal Year 2022-2023 Final Adopted Budget.
2. Delegate authority to the Director of DCFS, or his designee, to execute four contracts, in substantially similar form to Attachment II, with The Community College Foundation for the provision of RFAT Services. The term of the contracts will be one year effective the date of execution, with two additional one-year renewal options, and an additional six months, if necessary, to complete the RFP process.

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The estimated cost to extend these contracts is \$1,016,334 annually, to be financed using 75 percent (\$762,251) Federal funds, 17.5 percent (\$177,858) State funds, and 7.5 percent (\$76,225) net County cost (NCC).

3. Delegate authority to the Director of DCFS, or his designee, to exercise the extension option and to execute future amendments to the four RFAT contracts with TCCF, to make changes to the scope of work or the terms and conditions, if such changes are necessary to meet any Federal, State, or County requirements or to meet program needs. The approval of County Counsel will be obtained prior to executing such amendments and the Director or his designee will notify the Board and the Chief Executive Office (CEO) within ten days of executing such amendment.
4. Delegate authority to the Director of DCFS, or his designee, to extend the four RFAT contracts by written notice for a period not to exceed six months beyond July 31, 2023, if such additional time is necessary to complete the negotiation or solicitation of a new contract provided: (a) cost of living adjustment is not included, (b) sufficient funding is available for the extension, (c) County Counsel approval is obtained prior to executing the extension, and (d) the Director of DCFS, or his designees, notify the Board and the CEO in writing within ten work days of the written notification's execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DCFS was preparing the new RFAT contracts for a start date effective February 1, 2023. The prospective contractor requested funding in excess of what was included in the proposal they submitted in response to the RFP, and informed us that they no longer wished to go through with the execution of the contracts when CAD indicated that additional funding was not possible. DCFS contacted the second highest ranked proposer TCCF, to confirm their interest in providing the services under the new contract. TCCF who is also the current provider, confirmed their interest and indicated that they would need time to make programmatic changes that were included in the new contract.

The recommended actions will allow time for TCCF to make necessary changes to their RFAT program, and allow the current services to continue without disruption until execution of the new contracts.

IMPLEMENTATION OF LOS ANGELES COUNTY'S STRATEGIC PLAN GOALS

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal Number I – Make Investments that Transform Lives, Strategy I.1.1, Promote Supportive Parenting. The recommended action will fulfill DCFS' commitment to safety, permanency, and well-being/education by preparing all prospective resource parents to support the goals of reunification, and when that is not possible, to provide permanence to a child.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum for the six-month contract extension will not exceed \$508,167 and will be financed using 75 percent (\$381,125) Federal funds, 17.5 percent (\$88,929) State funds, and 7.5 percent (\$38,112) NCC. Sufficient funding is included in the Fiscal Year 2022-2023 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DCFS has the responsibility of recruiting and training potential resource (foster/adoptive) parents and participates with the California Department of Social Services conducting orientations for prospective resource parents.

These training services provide the potential resource (foster/adoptive) parents with guidance and a thorough understanding of their roles. It provides an opportunity for DCFS to observe and assess potential resource (foster/adoptive) parents. Classes are offered in English and Spanish throughout the eight Service Planning Areas (SPA). Sign Language interpreters are available for attendees who are deaf. Other languages will be accommodated upon request.

CONTRACTING PROCESS

The Department released a publicly posted Request for Proposals solicitation process to seek an agency to provide RFAT services throughout the Los Angeles County. 3 proposals were received from 3 proposers. One proposer was selected to be awarded all four contracts. However in November 2022, the tentatively selected proposer stated they could not provide the services at the price they bid in their proposal. The second highest scoring proposer, TCCF agreed to the new contract but needs additional time to implement the programmatic changes in the new contract.

DCFS has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this contract.

The contract complies with all Board and CEO requirements. County Counsel and the CEO have reviewed this Board letter. County Counsel approved the contract amendment as to form.

The Honorable Board of Supervisors
January 24, 2023
Page 4

The contracts extensions via sole source will not be executed without approval from CDSS.

IMPACT ON CURRENT SERVICES

Approval of the recommended action will enable DCFS to continue compliance with the State-mandated Resource Family Approval process to assess resource parents.

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:

Department of Children and Family Services
Contracts Administration Division
Attention: Leticia Torres-Ibarra, Manager
510 S. Vermont Ave 14th Floor
Los Angeles, CA 90020

Respectfully submitted,

Brandon T. Nichols
Director

BTN:KDR
LTI:TN

Attachment

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



AMENDMENT NUMBER SEVEN

CONTRACT NUMBER 12-0070-1

WITH

THE COMMUNITY COLLEGE FOUNDATION

NORTH REGION

FOR

RESOURCE FAMILY APPROVAL TRAINING

**AMENDMENT NUMBER SEVEN
RESOURCE FAMILY APPROVAL TRAINING
CONTRACT NUMBER 12-0070-1**

This Amendment Number SEVEN ("Amendment") to Resource Family Approval Training Contract ("Contract") with The Community College Foundation, is made and entered into by and between the County of Los Angeles ("COUNTY"), and The Community College Foundation ("CONTRACTOR"), on this 31st day of January, 2023.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract adopted by the Board of Supervisors on July 29, 2014, and CONTRACTOR has been providing Resource Family Approval Training services to the COUNTY;

WHEREAS, a purpose of this Amendment is to extend the contract for six-month effective February 1, 2023 through July 31, 2023; and

WHEREAS, this amendment is prepared and executed by COUNTY and CONTRACTOR as set forth in the Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments; and

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

1. **Part I, Unique Terms and Conditions, Section 2.0, Term, Subsection 2.1.3** is added to read as follows:
 - 2.1.3 The term of this Contract is extended for a six-month period, beginning on February 1, 2023 and continuing through July 31, 2023, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
2. **Part I, Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.1.4** is added to read as follows:
 - 3.1.4 The Maximum Contract Sum for the contract period of February 1, 2023 through July 31, 2023, shall not exceed \$92,394.

**AMENDMENT NUMBER SEVEN
RESOURCE FAMILY APPROVAL TRAINING
CONTRACT NUMBER 12-0070-1**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Seven to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Amendment Number Seven to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

BRANDON T. NICHOLS, Director
Department of Children and Family Services

THE COMMUNITY COLLEGE FOUNDATION
CONTRACTOR

By 

Name Nanette Fowler

Title President and CEO

By _____

Name _____

Title _____

68-0016439
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
Dawyn Harrison, Acting County Counsel

BY 
David Beaudet, Senior Deputy County Counsel



AMENDMENT NUMBER SEVEN

CONTRACT NUMBER 12-0070-4

WITH

THE COMMUNITY COLLEGE FOUNDATION

SOUTH REGION

FOR

RESOURCE FAMILY APPROVAL TRAINING

**AMENDMENT NUMBER SEVEN
RESOURCE FAMILY APPROVAL TRAINING
CONTRACT NUMBER 12-0070-4**

This Amendment Number SEVEN ("Amendment") to Resource Family Approval Training Contract ("Contract") with The Community College Foundation, is made and entered into by and between the County of Los Angeles ("COUNTY"), and The Community College Foundation ("CONTRACTOR"), on this 31st day of January, 2023.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract adopted by the Board of Supervisors on July 29, 2014, and CONTRACTOR has been providing Resource Family Approval Training services to the COUNTY;

WHEREAS, a purpose of this Amendment is to extend the contract for six-months effective February 1, 2023 through July 31, 2023; and

WHEREAS, this amendment is prepared and executed by COUNTY and CONTRACTOR as set forth in the Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments; and

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

1. **Part I, Unique Terms and Conditions, Section 2.0, Term, Subsection 2.1.3** is added to read as follows:
 - 2.1.3 The term of this Contract is extended for a six-month period, beginning on February 1, 2023, and continuing through July 31, 2023, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
2. **Part I, Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.1.4** is added to read as follows:
 - 3.1.4 The Maximum Contract Sum for the contract period of February 1, 2023 through July 31, 2023, shall not exceed \$138,591.


**AMENDMENT NUMBER SEVEN
RESOURCE FAMILY APPROVAL TRAINING
CONTRACT NUMBER 12-0070-4**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Seven to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Amendment Number Seven to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

BRANDON T. NICHOLS, Director
Department of Children and Family Services

THE COMMUNITY COLLEGE FOUNDATION
CONTRACTOR

By 

Name Nanette Fowler

Title President and CEO

By _____

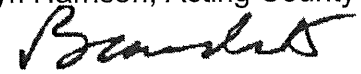
Name _____

Title _____

68-0016439
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
Dawyn Harrison, Acting County Counsel

BY 

David Beaudet, Senior Deputy County Counsel



AMENDMENT NUMBER SEVEN

CONTRACT NUMBER 12-0070-3

WITH

THE COMMUNITY COLLEGE FOUNDATION

WEST REGION

FOR

RESOURCE FAMILY APPROVAL TRAINING

**AMENDMENT NUMBER SEVEN
RESOURCE FAMILY APPROVAL TRAINING
CONTRACT NUMBER 12-0070-3**

This Amendment Number SEVEN ("Amendment") to Resource Family Approval Training Contract ("Contract") with The Community College Foundation, is made and entered into by and between the County of Los Angeles ("COUNTY"), and The Community College Foundation ("CONTRACTOR"), on this 31st day of January, 2023.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract adopted by the Board of Supervisors on July 29, 2014, and CONTRACTOR has been providing Resource Family Approval Training services to the COUNTY;

WHEREAS, a purpose of this Amendment is to extend the contract for six-months effective February 1, 2023 through July 31, 2023; and

WHEREAS, this amendment is prepared and executed by COUNTY and CONTRACTOR as set forth in the Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments; and

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

- 1. Part I, Unique Terms and Conditions, Section 2.0, Term, Subsection 2.1.3** is added to read as follows:
 - 2.1.3 The term of this Contract is extended for a six-month period, beginning on February 1, 2023, and continuing through July 31, 2023, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2. Part I, Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.1.4** is added to read as follows:
 - 3.1.4 The Maximum Contract Sum for the contract period of February 1, 2023 through July 31, 2023, shall not exceed \$138,591.

**AMENDMENT NUMBER SEVEN
RESOURCE FAMILY APPROVAL TRAINING
CONTRACT NUMBER 12-0070-3**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Seven to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Amendment Number Seven to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

BRANDON T. NICHOLS, Director
Department of Children and Family Services

THE COMMUNITY COLLEGE FOUNDATION
CONTRACTOR

By 

Name Nanette Fowler

Title President and CEO

By _____

Name _____

Title _____

68-0016439
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
Dawyn Harrison, Acting County Counsel

BY 

David Beaudet, Senior Deputy County Counsel



AMENDMENT NUMBER SEVEN

CONTRACT NUMBER 12-0070-2

WITH

THE COMMUNITY COLLEGE FOUNDATION

EAST REGION

FOR

RESOURCE FAMILY APPROVAL TRAINING

**AMENDMENT NUMBER SEVEN
RESOURCE FAMILY APPROVAL TRAINING
CONTRACT NUMBER 12-0070-2**

This Amendment Number SEVEN ("Amendment") to Resource Family Approval Training Contract ("Contract") with The Community College Foundation, is made and entered into by and between the County of Los Angeles ("COUNTY"), and The Community College Foundation ("CONTRACTOR"), on this 31st day of January, 2023.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract adopted by the Board of Supervisors on July 29, 2014, and CONTRACTOR has been providing Resource Family Approval Training services to the COUNTY;

WHEREAS, a purpose of this Amendment is to extend the contract for six-months effective February 1, 2023 through July 31, 2023; and

WHEREAS, this amendment is prepared and executed by COUNTY and CONTRACTOR as set forth in the Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments; and

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

- 1. Part I, Unique Terms and Conditions, Section 2.0, Term, Subsection 2.1.3** is added to read as follows:

2.1.3 The term of this Contract is extended for a six-month period, beginning on February 1, 2023, and continuing through July 31, 2023, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

- 2. Part I, Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.1.4** is added to read as follows:

3.1.4 The Maximum Contract Sum for the contract period of February 1, 2023 through July 31, 2023, shall not exceed \$138,591.

**AMENDMENT NUMBER SEVEN
RESOURCE FAMILY APPROVAL TRAINING
CONTRACT NUMBER 12-0070-2**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Seven to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Amendment Number Seven to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

BRANDON T. NICHOLS, Director
Department of Children and Family Services

THE COMMUNITY COLLEGE FOUNDATION
CONTRACTOR

(By Nanette Fowler_____

Name Nanette Fowler_____

Title President and CEO_____

By _____

Name _____

Title _____

68-0016439

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
Dawyn Harrison, Acting County Counsel

BY David Beaudet_____
David Beaudet, Senior Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/4/2023		
BOARD MEETING DATE	1/24/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Department of Children and Family Services (DCFS)		
SUBJECT	Reallocate Funds and Increase the Maximum Annual Contract Amount for One Adoption Promotion Support Services (APSS) Contract Above 10 Percent		
PROGRAM	Adoption Promotion and Support Services (APSS)		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The requested funding increase for APSS contract number 20-01-06 exceeds the 10 percent Board delegated authority. Per Board Policy 5.120, <i>Authority to Approve Increases to Board Approved Contract Amounts</i> , departments shall provide written notice to the Board of Supervisors at least two weeks prior to the Board meeting in which the proposed contract is to be presented when an increase exceeding 10 percent of the total contract amount is necessary.		
DEADLINES/ TIME CONSTRAINTS	The funding increase is effective upon amendment execution through December 31, 2023.		
COST & FUNDING	Total cost: \$218,500	Funding source: 91% Federal; 9% net County cost	
	TERMS (if applicable): The funding increase is for the two optional one-year extensions from January 1, 2023 through December 31, 2024.		
	Explanation: \$218,500 will be reallocated to the Children's Bureau, who agreed to take over the caseload in SPA 8, where the current contractor requested to sunset their contract effective December 31, 2022.		
PURPOSE OF REQUEST	Increase funding over 10 percent of the maximum annual contract amount for one APSS contract by reallocating funds from an agency that opted to sunset its APSS contract effective December 31, 2022.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On September 14, 2022, DCFS received a letter from Children's Institute, Inc. requesting to sunset their APSS contract in SPA 8 effective December 31, 2022, in order to provide services that align with their newly developed strategic plan focusing on mental health, care coordination, and educational support. As a result, DCFS inquired if the APSS contractors providing services in the contiguous SPAs could provide services in SPA 8. Children's Bureau, the APSS contractor in SPA 6, agreed to take over the caseload from SPA 8 upon Board approval. This reallocation allows children and families in SPA 8 to continue to receive APSS services for the next two years.		
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The APSS program encourages its contractors to address disproportionality when providing services. In addition, most if not all children and families receiving APSS services are part of underserved communities.		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: APSS supports the Board priority of Child Protection because APSS provides adoption-focused services to assist children and families in various stages of the adoption process. The primary goals of the APSS program are to stabilize and preserve adoptive homes and placements, expedite the adoption		

	process, increase adoption finalizations, support non-minor dependents seeking adoption, support resource parents who are considering adoption, and move hesitant children and resource parents into acceptance of adoption.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Aldo Marin, Board Liaison (213) 371-6062, marina@dcfs.lacounty.gov



BRANDON T. NICHOLS
Director

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

510 S. Vermont Avenue, Los Angeles, California 90020
(213) 371-6236



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

January 24, 2023

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

Dear Supervisors:

**REQUEST FOR SOLE SOURCE APPROVAL TO REALLOCATE FUNDS AND
INCREASE THE MAXIMUM ANNUAL CONTRACT AMOUNT FOR ONE
ADOPTION PROMOTION SUPPORT SERVICES CONTRACT ABOVE
10 PERCENT
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests the Board's approval to reallocate funds above 10 percent of the maximum annual contract amount for one Adoption Promotion and Support Services (APSS) contractor.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute an amendment to an APSS contract with Children's Bureau, substantially similar to Attachment A, to reallocate funds from an agency providing services in SPA 8, that has requested to not renew their contract after December 31, 2022, forgoing the two option years. The total funding to be reallocated is \$218,500, per year, effective upon the amendment execution date through December 31, 2023, and in the subsequent contract term. Funding is included in the Fiscal Year (FY) 2022-2023 adopted budget and will be included in the Department's subsequent budget requests. Please see Attachment B for detailed funding information.
2. Delegate authority to the DCFS Director, or designee, to negotiate and execute amendments to contractors willing to perform work left from an agency that chooses to sunset or terminate their APSS contract by increasing the maximum annual contract amount not to exceed 75 percent. Such increase is to be reallocated

"To Enrich Lives Through Effective and Caring Service"

among the remaining contracts providing services for current and future extension periods, provided that: (a) funding is available; (b) County Counsel approval is obtained prior to executing the amendments; and (c) DCFS notifies the Board and the Chief Executive Officer (CEO) in writing within 10 business days of executing the amendments.

3. Delegate authority to the DCFS Director, or designee, to negotiate and execute amendments to the APSS contracts for any mergers, acquisitions, or changes in ownership; for any revisions required by changes in local, State and Federal regulations; or for necessary changes to meet the needs of the County's APSS program provided that: (a) County Counsel approval is obtained prior to execution of such amendments; and (b) DCFS notifies the Board and the CEO in writing within 10 business days after execution.
4. Delegate authority to the DCFS Director, or his designee, to terminate APSS contracts for contractor default provided: (a) County Counsel approval is obtained prior to termination; and (b) DCFS notifies the Board and the CEO in writing within 10 business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The initial term of the APSS contracts started January 1, 2020 through December 31, 2022, with two optional one-year periods from January 1, 2023 through December 31, 2024.

On September 14, 2022, DCFS received a letter from Children's Institute, Inc. requesting to sunset their APSS contract number 20-01-08 in SPA 8 effective December 31, 2022, in order to provide services that align with their newly developed strategic plan focusing on mental health, care coordination, and educational support. As a result, DCFS offered the APSS contractors providing services in adjoining SPAs the opportunity to provide the APSS services in SPA 8. Children's Bureau, the APSS contractor in SPA 6, agreed to take over the caseload from SPA 8 once Board approval is obtained via the adoption of this Board letter.

IMPLEMENTATION OF LOS ANGELES COUNTY'S STRATEGIC PLAN GOALS

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal 1: Make Investments That Transform Lives, by aggressively addressing society's most complicated social, health, and public safety challenges, and promoting supportive parenting.

FISCAL IMPACT/FINANCING

The total funding to be redistributed is \$218,500, per year. This funding is financed using 91 percent Federal revenue and 9 percent net County cost. Please refer to Attachment B for detailed funding information.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The primary goals of the APSS program are to stabilize and preserve adoptive homes and placements, expedite the adoption process, increase adoption finalizations, support non-minor dependents seeking adoption, support resource parents who are considering adoption, and move hesitant children and resource parents into acceptance of adoption. APSS seeks to ensure permanency through adoption for children and non-minor dependents, nurture life-long relationships and commitments, and increase adoption successes.

On December 3, 2019, the Board granted delegated authority to the DCFS Director to increase or decrease the maximum annual contract amount for APSS contracts by up to 10 percent. This request to reallocate funds and increase the maximum annual contract amount for the contract is above 10 percent of the base allocation for FY 2022-2023, thus requiring the Board's approval.

In compliance with Board Policy 5.120, *Authority to Approve Increases to Board Approved Contract Amounts*, DCFS notified the Board on December 22, 2022, at least two weeks prior to the Board meeting in which the proposed contract is to be presented, when an increase exceeding 10 percent of the total contract amount is necessary.

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

Attachment C, Sole Source Checklist has been approved by the CEO.

IMPACT ON CURRENT SERVICES

The recommended actions will allow children and families to continue receiving APSS services in SPA 8.

CONCLUSION

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

The Honorable Board of Supervisors
January 24, 2023
Page 4

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Brandon T. Nichols for".

BRANDON T. NICHOLS
Director

BTN:CMM:KDR
LTI:AO:MB:jmh

Enclosures (3)

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



AMENDMENT NUMBER X

TO

**ADOPTION PROMOTION AND SUPPORT SERVICES
ASSISTANCE LISTING #93.556**

CONTRACT NUMBER XX-XX-XX

WITH

XXXX

**SPA
X**

AMENDMENT NUMBER XXXX
ADOPTION PROMOTION AND SUPPORT SERVICES
CONTRACT NUMBER XX-XX-XX

This Amendment Number XXX ("Amendment") to the Adoption Promotion and Support Services Contract Number XX-XX-XX, (hereinafter referred to as "Contract") is made and entered into by and between the County of Los Angeles ("COUNTY") and XXXX ("CONTRACTOR"), in Los Angeles, California this ____ day of XXX 2023.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract adopted by the Board on December 3, 2019, and CONTRACTOR has been providing Adoption Promotion and Support Services to the COUNTY Department of Children and Family Services, Service Planning Area (SPA) X;

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in **Section 8.0, STANDARD TERMS AND CONDITIONS**, Subsection 8.1 Amendments; and

WHEREAS, this Amendment increases Contract funding to provide additional units of services for the caseload located in SPA 8, effective upon the execution of this Amendment through December 31, 2023;

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

1. **Section 5.0, CONTRACT SUM, Subsection 5.1.2** is amended to read as follows:

5.1.2 The maximum amount payable under this contract for each of the contract periods will not exceed:

For January 1, 2020 – December 31, 2020	\$X,XXX,XXX.XX
For January 1, 2021 – December 31, 2021	\$X,XXX,XXX.XX
For January 1, 2022 – December 31, 2022	\$X,XXX,XXX.XX
For January 1, 2023 – December 31, 2023	\$X,XXX,XXX.XX
For January 1, 2024 – December 31, 2024	\$X,XXX,XXX.XX

2. **Exhibit C-1, Supplemental Budget** for January 1, 2023 through December 31, 2023, as attached hereto, is made part of Exhibit C, Program Budget.

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

AMENDMENT NUMBER XXXX
ADOPTION PROMOTION AND SUPPORT SERVICES
CONTRACT NUMBER XX-XX-XX

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number XXX to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Amendment Number XXX to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

By: _____
BRANDON T. NICHOLS, DIRECTOR
Department of Children and Family Services

XXXX
CONTRACTOR

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

XXXX
Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
DAWYN R. HARRISON, INTERIM COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel

Adoption Promotion and Support Services Funding for Calendar Year 2023
SPA 8 Reallocation

SPA	SUPV	NAME OF AGENCY	Contract Number	<u>OPT. YEAR 1</u> 1/1/23 to 12/31/23 Original Allocation	SPA 8 Reallocation	<u>OPT. YEAR 1</u> 1/1/23 to 12/31/23 with Reallocation	Percentage Increase
6	2,4	Children's Bureau	20-01-06	\$ 325,000	\$ 218,500	\$ 543,500	67.23%
TOTAL:				\$ 325,000	\$ 218,500	\$ 543,500	

SOLE SOURCE CHECKLIST

Department Name:

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First 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 “ <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> ”
	➤ 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.
	➤ The contractor was selected through a competitive solicitation process conducted by an outside entity (e.g., other municipalities, public agencies, State/federal government or non-profit organizations).
	➤ 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

Adoption Promotion and Support Services

1. What is being requested?

The Department of Children and Family Services (DCFS) requests the Board's approval to increase funding over 10 percent of the maximum annual contract amount for one Adoption Promotion and Support Services (APSS) contract in Service Provider Area (SPA) 6, by reallocating funds from an agency that opted to sunset their APSS contract in SPA 8.

Total Cost: The total funding to be reallocated is \$218,500, which will be used to increase the units of service provided by the existing APSS contractor in SPA 6.

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

The primary goals of the APSS program are to stabilize and preserve adoptive homes and placements, expedite the adoption process, increase adoption finalizations, support non-minor dependents seeking adoption, support resource parents who are considering adoption, and move hesitant children and resource parents into acceptance of adoption. APSS seeks to ensure permanency through adoption for children and non-minor dependents, nurture life-long relationships and commitments, and increase adoption successes.

The funding reallocation will allow the existing APSS contractor in SPA 6 to provide services in SPA 8, ensuring services remain uninterrupted.

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

The increase stemmed from the APSS contractor providing services in Service Planning Area (SPA) 8, that requested to sunset contract number 20-01-08 effective December 31, 2022; therefore, forgoing the two optional contract years to provide APSS services through December 31, 2024. As a result, DCFS offered the APSS contractors providing services in the contiguous SPAs, if they could provide the APSS services in SPA 8. Children's Bureau, the APSS contractor in SPA 6, agreed to take over the caseload from SPA 8 once Board approval is obtained. This reallocation allows children and families in SPA 8 to continue to receive APSS services for the next two years.

4. Have other products or vendor been considered?

Other vendors were considered during the initial RFP process for the current APSS contracts and will be considered during the next RFP process for new contracts.

5. Will purchase of this product avoid other costs?

These services serve to strengthen adoptive families and potentially avoid traumatic and expensive placement costs.

6. Is this service available from other providers?

Yes, but the department is not able to bring on new vendors at this stage due to the contract term still has two optional years remaining. A new solicitation for this service is expected to be released fall of 2023.

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

No.

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

N/A

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

No, but the department is not able to bring on new vendors at this stage due to the contract term still has two optional years remaining. A new solicitation for this service is expected to be released fall of 2023.

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ **Board Letter**
☐ **Board Memo**
☐ **Other**

CLUSTER AGENDA REVIEW DATE	1/4/223	
BOARD MEETING DATE	1/17/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT (S)	DCFS	
SUBJECT	Long Term Enhanced Mentorship Demonstration Program	
PROGRAM	Supportive Families Section/Community-Based Support Div.	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: DCFS is requesting delegated authority to execute a Sole Source Contract for Long Term Enhanced (LTE) Mentorship services tailored to youth and their families/care providers with Friends of the Children—Los Angeles (FOTC-LA). The primary goals of the FOTC-LA mentorship services is to impact generational change of children and families involved in, or at risk of entering, foster care, by empowering children who are facing the greatest obstacles through relationships with Professional Mentors for 12+ years. FOTC-LA Fostering Resilience focuses their model by leveraging professional long-term mentoring to support them in developing skills and accessing resources in order to break multigenerational cycles of poverty and systems involvement, and realize their dreams and aspirations.	
DEADLINES/TIME CONSTRAINTS	FOTC is ready to start LTE Mentorship services on April 1, 2023.	
COST & FUNDING	Total Cost: \$563,620	Funding Source: Funded from Children's Trust Fund, Assembly Bill 2994 (AB2994). TERMS (if applicable): The four-year demonstration project, Initial term is for two years with a Maximum Contract Sum of \$279,980, and a contract term of April 1, 2023 to March 31, 2025, with two one-year optional extensions with a Maximum Contract Amount of \$141,820, for each optional extension. The LTE Mentoring service is designed to increase the strength and stability of families; improve the quality of care and services to children and their families, and promote resilience for children by modeling positive parenting skills, building positive

	<p>communication habits and connecting families to local resources as needed. In addition, the FOCT-LA LTE Mentorship program services will provide child abuse prevention and intervention services to families and children through demonstration, education and community support information and referral. The LTE Long-Term Enhanced Mentorship M services is an integral part of the continuum of multi-generational, trauma-informed services provided to youth and their families in the LA County Department of Child and Family Services (DCFS) Service Planning Areas (SPAs) 4 and 6 in the Second Supervisorial District.</p> <p>Explanation: On October 11, 2021, in compliance with Board Policy 5.100, Sole Source Contracts, a notice of intent to negotiate a Sole Source contract with FOTC-LA for LTE Mentorship services was submitted to the Board of Supervisors .</p>
PURPOSE OF REQUEST	Request delegated authority to enter into the four-year contract with FOTC-LA to provide LTE Mentorship services.
BACKGROUND (include internal/external issues that may exist including any related motions)	Studies such as “intergenerational pathways leading to foster care placement of foster care alumni’s children”; Child and Family Social Work; Lovie, Blair and Peter, January 16 2013, show that parents who have been in foster care have greater mental health issues such as depression, poorer parenting skills, less social support, more post-traumatic stress disorder behaviors and have a greater likelihood of their child being placed in out-of-home care. Their findings support the need for increased home support for these parents and children who are at risk of foster care, as family history could influence the quality of life for these children. Social support and mental health appear to be important factors in predicting foster care placement.
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state which one(s) and explain how: Board Priority Number 1. Child Protection – The services which form this Demonstration Project have been shown to be affirming and promote child safety and positive outcomes for youth in care and with their families who are under our supervision. These services also promote child and family well-being as well as permanence and help parents develop skills that reduce the likelihood of abuse of children and youth.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state which one(s) and explain how: Board Priority Number 1. Child Protection – The services which form this Demonstration Project have been shown to be affirming and promote child safety and positive outcomes for youth in care and those who have transitioned out of care. These services also promote child and family well-being as well as

	permanence and help parents develop affirming skills that lead to increased child safety, permanency and less likely entry and or re-entry into child welfare for children and youth.
DEPARATMENTAL CONTACTS	Name, Title, Phone # & Email: Lorna Schill, CSA III, 213 864-9590, schill@dcfs.lacounty.gov Blanca Vega, CSA III, Interim Division Chief (213) 739-6202, VEGABL@dcfs.lacounty.gov

INTER-AGENCY COUNCIL ON CHILD ABUSE AND NEGLECT

County of Los Angeles



COUNCIL MEMBERS

KATHLEEN ALLISON
Secretary, California Department of
Corrections and Rehabilitation

AKEMI D. ARAKAKI
Presiding Judge, Juvenile Court

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BOBBY CAGLE
Director, Children and Family Services

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County Counsel

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Chief Executive Officer

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Superintendent, Office of Education

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Development Authority

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Acting Director, Workforce Development, Aging
and Community Services

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ALEX VILLANUEVA
Sheriff, Los Angeles County Sheriff's Department

CLAUDIA WANG, MD
UCLA Health System SCAN Team

TRACY WILKISON
Acting United States Attorney

January 17, 2023

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

4024 N. DURFEE AVENUE
EL MONTE, CA 91732
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DEANNE TILTON DURFEE
Executive Director

Dear Supervisors:

REQUEST TO APPROVE A CONTRACT WITH FOTC - LOS ANGELES FOR LONG-TERM ENHANCED MENTORSHIP SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Inter-Agency On Child Abuse and Neglect (ICAN) requests your Board's approval of a Contract with FOTC - Los Angeles (FOTC-LA) for the provision of Long-Term Enhanced Mentorship Services (LTE Mentorship Services).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or designee, to execute a contract substantially similar to Attachment A, with FOTC-LA for a two-year term with two one-year options to extend, effective April 1, 2023 through March 31, 2025. The Maximum Contract Sum will be \$279,980 for the initial term and \$141,820 for each optional extension. The Maximum Contract Sum will be \$563,620, if all options are exercised, financed by 100 percent AB 2994 funds. Sufficient funding is anticipated to be available in the County Children's Trust Fund for Fiscal Year 2022-23 and for subsequent contract extensions. The Board and the Chief Executive Officer (CEO) will be notified within 10 business days of the execution of the contract.
2. Delegate authority to the Director of DCFS, or designee, to exercise the County's options to extend the contract by amendment or by written notice for two additional one-year periods, provided that: a) sufficient funding is available, b) County Counsel approval is obtained prior to execution of such amendments, and c) DCFS will notify the Board and CEO in writing within 10 business days of execution.

The Honorable Board of Supervisors



INTER-AGENCY COUNCIL ON CHILD ABUSE AND NEGLECT

County of Los Angeles



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DEANNE TILTON DURFEE
Executive Director

3. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or decrease the Maximum Contract Sum by 10 percent to accommodate any unanticipated increase or decrease to units of service provided that: a) sufficient funding is available; b) County Counsel approval is obtained; and c) DCFS will notify the Board and CEO in writing within 10 business days after execution.
4. Delegate authority to the Director of DCFS, or designee, to amend for programmatic changes to the Statement of Work, Terms and Conditions and any of its Exhibits provided that: a) County Counsel approval is obtained; and c) DCFS will notify the Board and CEO in writing within 10 business days of execution.
5. Delegate authority to the Director of DCFS, or designee, to terminate the contract for convenience or default by written notice of amendment provided that: a) County Counsel approval is obtained prior to execution of such written notice or amendment and b) DCFS will notify the Board and CEO in writing within 10 business days of execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County is home to the largest child welfare system in the country. Children who have experienced maltreatment and are receiving child welfare services, experience steep challenges to their success. FOTC-LA supports children impacted by foster care to break the cycles of systems involvement, generational poverty, and childhood abuse/neglect. They do this by providing children with a professional mentor, who they call a "Friend," who support each child in their home and classroom to ensure the child's healthy social and emotional development, safety, educational success, and overall well-being. The children enrolled are 4-6 years old and the LTE Mentoring Services are provided from kindergarten through high school graduation. In addition to the one-on-one LTE Mentoring Services provided to individual children, their model supports parents and the whole family with resources and coaching to overcome barriers to success.

FOTC-LA's "Core Assets" include: growth mindset, positive relationship building, problem-solving, self-determination, self-management, perseverance, hope, and belonging. Some of the activities they provide include:

- Engaging children in recreational, cultural, and community service activities that enhance their talents and skills;
- Spending a minimum of 14-16 hours per month (4 hours per week) with each child in their school, their homes, and the community;

The Honorable Board of Supervisors



INTER-AGENCY COUNCIL ON CHILD ABUSE AND NEGLECT

County of Los Angeles



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DEANNE TILTON DURFEE
Executive Director

- Empowering children through annual collaborative goal setting and development of individual goals in the outcome areas of School Success, Making Good Choices, Plans and Skills for the Future, Social and Emotional Development, and Improved Health; and
- Building relationships with caregivers, supporting their connection to basic-needs resources and empowering them to advocate for themselves and their children, while creating natural support networks.

FOTC-LA is fully integrated into the school setting. They will provide support for children as they readjust to in-person learning and work to overcome the learning loss and disruption of the past year. FOTC-LA is currently working in 40 schools in Los Angeles County and mentors spend at least half of their time supporting their mentees' school success.

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 and Focus on Preventive Initiatives, Strategy I.1: Implement practices to increase self-sufficiency, prevent reliance on the County's social safety net, and prevent involvement with the County's foster and justice systems; Goal II. Foster Vibrant and Resilient Communities, and Strategy II.2: Support the Wellness of our Communities.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum for the two-year contract term will be \$279,980, and \$141,820 for each one-year options to extend, funded by 100 percent AB 2994 funds.

There is no fiscal impact to the County. The AB 2994 funds stem from birth certificate surcharge funds deposited into the County Children's Trust Fund. Funding is available in the Fiscal Year 2022-2023 Budget, and sufficient funds remain in the Children's Trust Fund to fund this program for next two years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 1982, the Governor of California signed two bills into law, aimed at preventing and treating child abuse and neglect. The first bill, Assembly Bill (AB)1733/Papan (Chapter 1398, Statutes of 1982), authorized the allocation of state funding to counties for child abuse prevention and intervention services offered by public and private, non-profit agencies.

The Honorable Board of Supervisors



INTER-AGENCY COUNCIL ON CHILD ABUSE AND NEGLECT

County of Los Angeles



January 17, 2023
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DEANNE TILTON DURFEE
Executive Director

The second law, AB 2994/Imbrecht (Chapter 1399, Statutes of 1982), established a County Children's Trust Fund for the purpose of funding child abuse and neglect prevention and intervention programs operated by private, nonprofit organizations. AB 2994 requires that \$4.00 of any fee for a certified copy of a birth certificate be paid to a County Children's Trust Fund.

Welfare and Institutions Code section 18967 directs the designated multi-disciplinary child abuse council in each County to develop and recommend funding priorities for the Children's Trust Fund to the Board of Supervisors. In Los Angeles County, ICAN is the designated child abuse council.

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

CONTRACT PROCESS

ICAN engaged in a comprehensive process to review and evaluate the proposal for this program and proposed contract. ICAN formed a special ad hoc group comprised of members of numerous County agencies including the Department of Children and Family Services, District Attorney, Los Angeles Sheriff's Department, Probation Department, Department of Public Social Services, Department of Mental Health and the Internal Services Department, as well as the Los Angeles City Attorney's Office. During the extensive discussions, suggestions to clarify and improve the proposal were made. FOTC-LA re-worked their proposal to further clarify the proposed goals and the number of youth and families to be served, a more detailed timeline for the provision of these services and a more detailed budget narrative.

Additionally, ad hoc participants completed a uniform scoring document, which was reviewed by ICAN and confirmed the group's endorsement of the program for funding.

As the designated child abuse council in Los Angeles County, ICAN is responsible for making recommendations to the Board of Supervisors of child abuse and neglect prevention and intervention programs operated by private non-profit organizations or public institutions to receive funding through AB 2994. The DCFS Contracts Administration Division is responsible for administering the contracts between the County and the private, non-profit community-based agencies providing specialized services funded by the County's Children's Trust Fund.

The Honorable Board of Supervisors
January 17, 2023
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INTER-AGENCY COUNCIL ON CHILD ABUSE AND NEGLECT

County of Los Angeles



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DEANNE TILTON DURFEE
Executive Director

IMPACT ON CURRENT SERVICES

Approval of the recommendations will allow FOTC-LA to provide resources to high-risk and vulnerable children for their entire childhood to break cycles of systems involvement and prevent further trauma. Additionally, COVID-19 was a significant challenge to families as it disrupted education, childcare, employment, healthcare, housing, and social connections. These services are critical as they are able to maintain close contact with high-risk families during these difficult times, providing needed support during a time when the child protection system has been greatly challenged.

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted stamped copy of the Board letter and attachments to County of Los Angeles Inter-Agency Council on Child Abuse and Neglect and Department of Children and Family Services.

Respectfully submitted,

Deanne Tilton Durfee, Doc.hc
Executive Director
Inter-Agency Council on Child Abuse and Neglect

DTD:es

Attachments

c: Fesia Davenport, Chief Executive Officer (CEO)
ICAN Policy Committee
Brandon T. Nichols, Director, DCFS
Children's Board Deputies
Rodrigo A. Castro-Silva, County Counsel
Celia Zavala, Executive Officer, Board of Supervisors

This has been reviewed and approved on 11/29/22, by Brandon T. Nichols, Director



**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/4/2023	
BOARD MEETING DATE	1/24/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT (S)	DCFS	
SUBJECT	Recruitment, Retention and Support for Resource Parents	
PROGRAM	Raise A Child Recruitment, Retention and Support	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: DCFS currently has a Sole Source Interagency Counsel on Child Abuse and Neglect (ICAN) Contract with RaiseAChild (RAC) per Board Motion approved on November 10, 2020 effective May 1, 2021 to April 30, 2023 in the amount of \$100,000. The current contract is being amended for Programmatic Changes to the SOW, and to remove the required In-Kind Match.	
DEADLINES/TIME CONSTRAINTS	Contract will be expired on 04/30/2023	
COST & FUNDING	Total Cost: \$260,000	Funding Source: AB 2994 (50,000) funding. The additional funds (210,000) with Net County Cost.
	TERMS (if applicable): 05/01/2023-4/30/24	
	Explanation: The \$210,000 funding is part of 3.6 million funds DCFS received to complete the LGBTQ+ Project, which consists of multiple services.	
PURPOSE OF REQUEST	To amend the current contract to remove the required In-Kind Match, and for Programmatic Changes to the SOW	
BACKGROUND (include internal/external issues that may exist including any related motions)	On March 1, 2021, the Department of Children and Family Services (DCFS) entered into a contract with RAC to develop a wide-scale marketing campaign to identify prospective resource parents for lesbian, gay, bisexual, transgender, queer (or sometimes questioning), and others (LGBTQ+) foster youth through RAC's Website with the use of landing pages and well-known social media platforms, including but not limited to: Facebook, Instagram, Twitter and LinkedIn. The identified prospective resource parents were tracked through RAC's Customer Relationship Model, which provided an integrated and automated approach to capturing all	

	<p>interactions with prospective resource parents. RAC procured, installed, and configured marketing software, prioritizing near-term features that contributed to new prospective resource parent recruitment.</p> <p>This is a specialized program that stems from a June 22, 2021 Board Motion (ITEM NO. 10), calling for tailored services, programs, and targeted resource parent recruitment for LGBTQ+ foster youth. Despite the great support for these services, no funding was associated to fund them. Amending RAC's existing contract was the most feasible and expeditious option to achieve targeted recruitment of LGBTQ+ families by spring 2022.</p> <p>RAC's contract was amended May 1, 2022, to address the sensitive and critical issues affecting potential resource parents for LGBTQ+ youth.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain how: Recruitment & Retention Contract is part of the LGBTQ+ project focusing on recruiting resource families for the LGBTQ+ youth.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state which one(s) and explain how: Board Priority Number 1. Child Protection – The recruitment and retention services is an expansion of the existing recruitment services with an exception focusing on services directly supporting LGBTQ+ youth. These services will expand the pool of caregivers who understand the various needs of LGBTQ+ youth. Without this expansion, DCFS would not be able to fully support and provide the basic safety services to these marginalized youths.
DEPARATMENTAL CONTACTS	Name, Title, Phone # & Email: Bedrae Davis, CSA III, (323) 720-3601, DavisB@dcfs.lacounty.gov Joseph Prusak, Division Chief, (626) 229-3794, prusaJ@dcfs.lacounty.gov



BRANDON T. NICHOLS
Director

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

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



Board of Supervisors
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HOLLY J. MITCHELL
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SHEILA KUEHL
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

January 24, 2023

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:

**REQUEST TO APPROVE AN AMENDMENT TO THE CURRENT SOLE SOURCE
CONTRACT FOR RECRUITMENT AND RETENTION SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests your Board's approval to amend the existing Sole Source contract for Recruitment and Retention Services with Raise A Child (RAC) in order to update the Statement of Work (SOW), Terms and Conditions, and Exhibits.

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, and execute subsequent amendments, if necessary, for programmatic changes to the SOW, terms and conditions, and Exhibits. Approval from County Counsel will be obtained prior to the execution of such amendments, and the Director, or designee, will notify the Board and the Chief Executive Office (CEO) in writing within 10 business days of execution.
2. Delegate authority to the Director of DCFS, or designee, to terminate the contract for convenience or default. The approval of County Counsel will be obtained prior to terminating the contract, and the Director, or designee, will notify the Board and the CEO in writing within 10 business days after contract termination.

"To Enrich Lives Through Effective and Caring Service"

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

There continues to be a growing foster care crisis across the country, especially in Los Angeles County. According to PEW Charitable Trusts, young people in foster care face bleak futures if they remain in and ultimately age out of the foster care system: 1) 75% will not graduate from high school or earn a GED; 2) more than 50% will experience homelessness; and 3) nearly 30% will become incarcerated. DCFS receives thousands of calls each month for children at-risk of abuse and there are not enough foster homes, especially homes willing to accept children with specific health needs, sibling groups, older children and placement of those youth who require placement in out- of-home care.

The RAC's mission is "building loving families for foster children™." Since its inception in 2011, RAC has recruited more than 1,800 prospective foster/adoptive resource parents and weekend hosts for its agency partners in Los Angeles County and another 1,700 prospects nationally.

The RAC's resource parent recruitment efforts have been enormously successful. However, currently, with over 3,500 prospective resource parental units (singles or couples) in its database, the personalized efforts of the Parent Advocate Program are limited by funding and its two-person staff. The overburdened caseload of RAC's Foster Family Agency (FFA) partners also makes it difficult to keep up with the numbers of prospective resource parents RAC forwards to the FFAs for the next step in the process.

The RAC has built a foundation to incorporate Customer Relationship Model (CRM) into its daily business practices. CRM is an integrated and automated approach to identifying, acquiring and retaining customers. The primary goal of CRM is to improve long-term retention and growth through a better understanding of customer behavior by enabling more effective feedback.

The RAC CRM Project Manager and Parent Advocate Program staff will closely monitor and track the number of prospective resource parents that participate in the CRM system. RAC and its collaborative team will test and explore a variety of methods and best practices to engage resource parents through electronic communications and messaging to maximize individual relationships specific to each resource parent. Analyzing information from the existing pool of possible resource parents will allow RAC to strategically maximize returns.

In addition to the use of CRM, RAC augments the recruitment and retention of resource families through a wide-scale, active multi-media campaign that would be conducted through the use of landing pages on RaiseAChild's website and well-known social media platforms. This landing page also digitally produce and advertise inclusive recruitment campaign materials to recruit for LGBTQ+ affirming communities to become resources parents, while providing support services to the potential resource parents.

The recommended actions will allow DCFS to add necessary programmatic and contractual provisional changes necessary to meet the changing needs of the program such as situational changes related to COVID-19, to change in-person support services to digital/virtual formats.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

There is no fiscal impact to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 1982, the Governor of California signed into law two bills aimed at preventing and treating child abuse and neglect. The first bill, Assembly Bill (AB)1733/Papan (Chapter 1398, Statutes of 1982), authorized the allocation of state funding to counties for child abuse prevention and intervention services offered by public and private, non-profit agencies.

The second law, AB 2994/Imbrecht (Chapter 1399, Statutes of 1982), established a County Children's Trust Fund for the purpose of funding child abuse and neglect prevention and intervention programs operated by private, nonprofit organizations. AB 2994 requires that \$4.00 of any fee for a certified copy of a birth certificate shall be paid to a County Children's Trust Fund.

Both of these laws provide that a designated multi-disciplinary child abuse council in each County develop and recommend funding priorities to the Board of Supervisors. In Los Angeles County, ICAN is the designated child abuse council.

CONTRACTING PROCESS

The RAC's proposal to provide services to support the recruitment and retention of resource parents successfully completed ICAN's comprehensive, multi-disciplinary vetting process. On November 10, 2020, the Board approved a motion directing the Director of DCFS to enter into a Sole Source contract with RAC, for Recruitment and Retention Services, and the contract was executed on May 1, 2021.

On January 25, 2022, the Board approved an Amendment with RAC Contract No. 18-4-019 to produce and advertise inclusive campaign materials to recruit for LGBTQ+ affirming communities to become resource parents while providing support services to the potential resource parents.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The RAC's unique and innovative technology to recruit, educate and nurture supportive relationships with all prospective resource parents enhances the County's ability to meet the critical need to identify and support potential foster/resource parents. The severe shortage of foster homes further victimizes children who have already experienced abuse or neglect as they bounce from one form of housing to another.

CONCLUSION

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

Respectfully submitted,



BRANDON T. NICHOLS
Director

BTN:CMM:KDR
LTI:CP:fs

Enclosures

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



AMENDMENT
NUMBER THREE
FOR
RECRUITMENT AND RETENTION SERVICES
CONTRACT
WITH
RAISEACHILD INC.
CONTRACT NUMBER 18-4-019

**AMENDMENT NUMBER THREE
RECRUITMENT AND RETENTION SERVICES
CONTRACT NUMBER 18-4-019**

This Amendment Number Three (hereinafter referred to as "Amendment") to the Recruitment and Retention Services Contract Number 18-4-019 (hereinafter referred to as "Contract") is made and entered into by and between the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors (hereinafter referred to as "COUNTY") and The RaiseAChild Inc. (hereinafter referred to as "CONTRACTOR"), in Los Angeles, California this _____ 2022.

WHEREAS, COUNTY and CONTRACTOR are parties to this Contract approved by the Board on November 10, 2020, and executed by all parties on May 1, 2021; and

WHEREAS, the Amendment No. Two allocated additional funding to increase services for Lesbian, Gay, Bisexual, Transgender, Questioning + (LGBTQ+) Youth and was issued prior to execution of Amendment No. One;

WHEREAS, the purpose of this Amendment No. Three is to remove the In-Kind Match requirement, to update Exhibit C of the Contract to include the latest version of Department of Auditor-Controller Contract Accounting and Administration Handbook, to add additional provisions, and to extend the Contract effective May 1, 2023 through April 30, 2024

WHEREAS, this Amendment is prepared and executed by COUNTY and CONTRACTOR as set forth in the Contract Part II, STANDARD TERMS AND CONDITIONS, SECTION 7.0, CHANGES AND AMENDMENTS; and

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

1. **CONTRACT, TABLE OF CONTENTS, PART I: UNIQUE TERMS AND CONDITION** is amended to add the following:

14.0 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL
15.0 DATA DESTRUCTION
2. **CONTRACT, TABLE OF CONTENTS, PART II: STANDARD TERMS AND CONDITIONS** is amended to add the following:

66.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS
3. **CONTRACT, EXHIBITS** is amended to add the following:

Exhibit O: Information Security and Privacy Requirements
Exhibit P: COVID-19 Vaccination of County Contractor Personnel

**AMENDMENT NUMBER THREE
RECRUITMENT AND RETENTION SERVICES
CONTRACT NUMBER 18-4-019**

4. CONTRACT, PART I: UNIQUE TERMS AND CONDITIONS, 1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS, Subsections 1.2 and 1.4, are amended to read as follows:

1.2 Exhibits A, , A-1, A-2, A-3, B,B-1,B-2, C, D-1,D-2,D-3, E, F, G, H, I, J, K, L, M, N, O and P set forth below, are attached to and incorporated by reference in this Contract.

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits, A, B through N, O and P, A-1, A-2, A-3, and any attachments.

5. CONTRACT, PART I, UNIQUE TERMS AND CONDITIONS, SECTION 2.0 TERM, Subsection 2.1.1 is added to read as follows:

2.1.1 The term of this Contract is extended to April 30, 2024.

6. CONTRACT, PART I, UNIQUE TERMS AND CONDITIONS, SECTION 3.0 TERM, Subsection 3.1.2 is added to read as follows:

3.1.2 The Maximum Contract Sum for the term of May 1, 2023 through April 30, 2024, is \$260,000 of which \$50,000 is allocated to Recruitment and Retention's Media Campaign Services and the \$210,000 is allocated to Recruitment and Retention Services LGBTQ+ Tailored Services.

7. CONTRACT, PART I, UNIQUE TERMS AND CONDITIONS, SECTION 4.0 INVOICES AND PAYMENTS, Subsection 4.6 is revised to read as follows:

Contractor shall submit the original monthly invoice to the DCFS Accounting Services – Contract Accounting Section, and one copy to the County Program Manager for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Services, Contract Accounting Section
510 South Vermont Boulevard, 14th Floor
Los Angeles, CA 90020

**AMENDMENT NUMBER THREE
RECRUITMENT AND RETENTION SERVICES
CONTRACT NUMBER 18-4-019**

and a duplicate copy of the invoices to:

County of Los Angeles
Department of Children and Family Services
Resource Family Recruitment & Approval
Attention: Bedrae Davis, County Program Manager
1933 S. Broadway 7th Floor
Los Angeles, CA 90007

8. **CONTRACT, PART I: UNIQUE TERMS AND CONDITIONS, 16.0 DATA DESTRUCTION**, is added to read as follows:

16.0 DATA DESTRUCTION

- 16.1 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-800-88>
Rev.%201

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.

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 Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within 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.

**AMENDMENT NUMBER THREE
RECRUITMENT AND RETENTION SERVICES
CONTRACT NUMBER 18-4-019**

9. **CONTRACT, PART II: STANDARD TERMS AND CONDITIONS, 7.0 CHANGES AND AMENDMENT**, is amended to add Subsection 7.7 to read as follows:

7.7 A change notice may be used in lieu of an amendment for non-material, minor changes including but not limited to typographical errors, updates to contact information, staff changes, budget narrative, and reallocation of funds between line-items that do not affect the intrinsic meaning of the Contract or alter the contracted budget amount. Change notices will be sent to the Contractor via electronic facsimile and mutually agreed upon by both parties, County Program Manager and Contractor's Program Director.

10. **CONTRACT, PART I, SECTION 14.0, COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL** is amended to add subsections 14.1 through 14.5 to read as follows:

14.1 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").

14.2 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").

14.3 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

**AMENDMENT NUMBER THREE
RECRUITMENT AND RETENTION SERVICES
CONTRACT NUMBER 18-4-019**

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.

- 14.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- 14.5 In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State,

**AMENDMENT NUMBER THREE
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and federal laws, regulations and requirements for COVID-19. A completed Exhibit O (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

- 11. CONTRACT, PART II, SECTION 66.0, COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS** is added to read as follows:

66.1 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.

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. EXHIBIT A: STATEMENT OF WORK, SECTION B PROJECT FOUNDATION, 3.0 DEFINITIONS, 3.15 In-Kind Match** is removed in its entirety and to read as follows.

3.15. Intentionally Omitted

- 13. EXHIBIT A: STATEMENT OF WORK, SECTION B PROJECT FOUNDATION, 5.0 CONTRACTOR RESPONSIBILITIES, Subsection 5.8** is removed in its entirety and to read as follows.

5.8. Intentionally Omitted

- 14. CONTRACT, EXHIBIT C, DEPARTMENT OF AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK** is replaced in its entirety and attached to this Amendment.

- 15. CONTRACT, EXHIBITS: EXHIBIT B-2: Line-Item Budget & Budget Narrative,** as attached hereto is replaced in its entirety.

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

**AMENDMENT NUMBER THREE
RECRUITMENT AND RETENTION SERVICES
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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 warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Amendment. This Amendment may be executed in separate counterparts and may be delivered by electronic facsimile; each counterpart, when executed and delivered, shall constitute a duplicate original but all counterparts together shall constitute a single agreement.

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____ Date: _____

BRANDON T. NICHOLS, DIRECTOR
Department of Children and
Family Services

By: _____ Date: _____

Name: _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
DAWYN HARRISON, ACTING COUNTY COUNSEL

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