



# County of El Dorado

330 Fair Lane, Building A  
Placerville, California  
530 621-5390  
FAX 622-3645  
[www.edcgov.us/bos/](http://www.edcgov.us/bos/)

## Legislation Text

File #: 09-0058, Version: 1

Department of Human Services recommending that the Board approve and authorize the Purchasing Agent to execute Agreements for Services with five (5) foster family agency or group home vendors: George Junior Republic in Pennsylvania, Gibault, Inc., Lincoln Child Center, Phoenix House of Los Angeles, and Woodward Youth Corporation, for the provision of emergency shelter care and/or foster care placement services on an "as requested" basis. Lincoln Child Center agreement is effective retroactive to April 3, 2008. The four (4) remaining Agreements shall become effective upon execution. All five (5) Agreements shall continue until terminated and specify a maximum annual compensation of \$250,000.

**FUNDING:** Federal and State Social Services Allocation with required County Share of Cost met primarily with realignment resources.

BUDGET SUMMARY:		
Maximum Estimated Cost		\$1,250,000.00
Funding		
Budgeted up to	\$1,250,000.00	
Per Vendor Maximum	\$250,000.00	
Savings	\$	
Other	\$	
Total Funding Available	\$1,250,000.00	
Change To Net County Cost		\$0

**Fiscal Impact/Change to Net County Cost:** No change. Emergency shelter care services, which are necessary pending Court-ordered case disposition, require a 15% to 30% County share of cost. Court-ordered foster care placement services require a 40% to 60% County share of cost. The State reimburses the County for the federal and state share of cost in a varying ratio based on an array of circumstances. \$5,230,329 is budgeted for provision of emergency shelter care and foster care services during FY 2008-09. Funds for these services are budgeted annually based on projected need. The per-vendor maximum annual compensation of \$250,000 allows for maximum potential usage.

**Background:** The Department of Human Services (DHS) is responsible for the administration and provision of Child Welfare Services, which frequently involves the emergency removal of children from an unsafe situation or environment, followed by Court-ordered foster care placement to ensure the ongoing safety of the children. Under certain circumstances, voluntary placement of children may occur at the request of the parent(s) for a specified period of time. DHS currently maintains contracts with no stated term for the purchase of emergency shelter and foster care placement services with

multiple group home and foster family agency vendors, locally, statewide and nationally, to ensure the placement of children in the most appropriate location and environment to meet the widely varied needs of each individual child who requires placement.

While usage with a given vendor may be occasional or sporadic, it is necessary to maintain a contractual arrangement with as many vendors as possible in anticipation of potential child placement needs. When placement is Court-ordered with a non-contracted vendor, every effort is made to expedite execution of an Agreement retroactive to the actual placement date. DHS has determined that establishing contracts with foster care vendors that continue until terminated facilitates ongoing maintenance of these necessary Agreements and ensures the ongoing availability of appropriate placement options.

**Reason for Recommendation:** Of the five (5) Agreements presented for approval, all but one are effective upon execution. One agreement is retroactive to April 3, 2008 and replaces a prior limited term Agreement with Lincoln Child Center that expired on April 2, 2008 and is being submitted for retroactive execution to prevent potential interruption in critical services to Department clients. The California Department of Social Services (CDSS) issued an All County Letter on January 9, 2008 notifying counties that Lincoln Child Center had failed to submit its group home rate application on time and would have its Aid to Families with Dependent Children-Foster Care (AFDC-FC) rate terminated effective April 1, 2008, but did not issue a notice of compliance and reinstatement. Consequently, DHS did not initiate a contract renewal process with this vendor prior to the April 3, 2008 expiration date. When DHS subsequently learned that the vendor's AFDC-FC rate had not been terminated, the contract process was re-initiated by DHS to cover a term retroactive to April 3, 2008. One (1) Agreement is with a new California vendor, and the remaining three (3) are with new vendors in other states.

The Maximum Annual Compensation for these agreements represents the full amount that may be received by the vendor during a single fiscal year. Due to the inherent unpredictability in actual usage of any individual vendor (ranging from frequent to intermittent to rarely) the maximum annual compensation for each Agreement has been set at \$250,000. The \$250,000 amount for each vendor would seldom, if ever, be reached but provides flexibility to DHS for any sudden increased need for multiple placements with a given vendor. The Department has established a tracking system in conjunction with the Chief Administrative Officer (CAO) that monitors the current level of expenditure for any individual vendor as well as all vendors combined to ensure that expenditures remain within budget.

At the recommendation of the CAO, the Department will begin lowering the annual not-to-exceed amount of future foster care agreements, however these five agreements have already been processed and signed by the vendors and it would cause further time delays to revise the amounts at this time. The Department and CAO will continue to monitor foster care contract expenditures on a monthly basis to ensure the Department remains within budgeted appropriations for this activity.

Human Resources has determined that the nature of services provided by the foster family agencies and group homes negates the need for their review and approval of the Department's intent to contract with each individual vendor.

**Purchasing Agent Recommendations:** The Purchasing Agent reviewed the Department's request to enter into these Agreements and concurs that it is appropriate to dispense with a competitive

selection process as the Department of Human Services (DHS) maintains purchase of services agreements with multiple local, state and national vendors for the provision of emergency shelter care services for its clients to ensure that clients can be referred by their caseworker on an “as requested” basis to receive necessary services from the most appropriate and conveniently located vendor. Choice of vendor is based on the specific needs of each individual DHS client. The Purchasing Agent with CAO concurrence has determined that it is not necessary to coordinate outside review of the vendors’ qualifications.

**Action to be taken following Board approval:**

1. Purchasing Agent to execute two (2) copies each of the five (5) approved Agreements as detailed on the attached list.
2. Procurement and Contracts to return one (1) original of each Agreement to Department at 3057 Briw Road
3. Human Services to distribute the documents as appropriate.

**Contact:** Doug Nowka, x7275, Jasara Bento, x7312

**Concurrences:** County Counsel, Risk Management, Purchasing Agent and Human Resources have approved the five (5) attached Agreements