



# County of El Dorado

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## Legislation Text

File #: 09-1127, Version: 1

Human Services Department recommending the Board approve and authorize the Purchasing Agent to execute Agreement for Services 754-S0911 with Provo Canyon School, Inc., a group home, in an amount not to exceed \$100,000 for the provision of emergency shelter care and/or foster care placement services on an “as requested” basis.

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

BUDGET SUMMARY:		
Maximum Annual Cost		\$100,000.00
Funding		
Budgeted up to	\$100,000.00	
New Funding	\$	
Savings	\$	
Other	\$	
Total Funding Available	\$100,000.00	
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. \$5,197,477 is budgeted for provision of emergency shelter care and foster care services during FY 2009-10. Funds for these services are budgeted annually based on projected need. The per-vendor not-to-exceed annual compensation of \$100,000 allows for anticipated 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 group home/ 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:**

Agreement 754-S0911 for emergency shelter care and/or foster care placement services is with an out-of-state group home vendor, Provo Canyon School, Inc., which is located in Utah. DHS has a history of placing children diagnosed with Severe Emotional Distress (SED) at this high level facility through a contract with Mental Health Systems, Inc. based in San Diego. Few facilities are qualified to accept this type of placement, which is the Utah equivalent to a California Residential Care Level (RCL) 14. In Fiscal Year 08-09 the cost of services provided at this facility totaled \$57,339. In Fiscal Year 07-08 the cost of services totaled \$11,098. A direct contract with Provo Canyon School, Inc. was initiated in February of this year, and processing was delayed pending discussion and resolution of vendor concerns relative to standard County contract language and requirements. A child was recently placed with this vendor and is expected to remain at the facility for at least six to eight months. The cost for this placement is approximately \$6,400 per month, and the Fiscal Year 09-10 cost is expected to exceed \$51,000. Due to the inherent unpredictability in actual usage of this vendor, the maximum annual compensation for this Agreement has been set at \$100,000, which is justified based on prior use and current placements. While the \$100,000 maximum annual compensation for this vendor may not be reached in any given fiscal year, this amount provides flexibility to DHS for any sudden increase in the need for multiple placements with this vendor. Services are only accessed “as needed” and “as requested”, and this and all such agreements contain Fiscal Consideration and seven-day Termination or Cancellation without Cause provisions (Article XVI and Article XVII D in the subject Agreement).

DHS believes it prudent to continue to expand capacity to meet mandated placement requirements in a timely manner and ensure the most appropriate placement of at-risk children by entering into contracts with as many group homes and foster family agencies as possible. The maximum annual compensation specified in this Agreement represents the not-to-exceed amount that may be received by the vendor during a single fiscal year. Maximum annual compensation for similar agreements has previously been set at \$250,000. This amount has been adjusted downward pursuant to a request from the Chief Administrative Office (CAO) in order to address current budgetary concerns. Working in conjunction with the CAO, the Department has established a tracking system that regularly monitors the level of expenditures for combined placement services as well as for each individual vendor. This tracking system allows DHS to ensure that overall expenditures remain within budget while also allowing sufficient time to amend any individual agreement for which actual placement costs will exceed its annual not-to-exceed maximum compensation amount.

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 subsequent 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 this Agreement 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 vendor’s qualifications.

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

1. Purchasing Agent to execute two (2) copies of the approved Agreement 754-S0911 and return one (1) original of the Agreement to Human Services at 3057 Briw Road.
2. Human Services to distribute the document as appropriate.

**Contact:** Daniel Nielson, x7275

**Concurrences:** County Counsel, Risk Management, Purchasing Agent and Human Resources have approved this Agreement.