



# County of El Dorado

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## Legislation Text

File #: 10-0974, Version: 1

Department of Human Services recommending the Board approve and authorize the Purchasing Agent to execute Agreements for Services with two (2) foster family agency or group home vendors (Fresno Unity Group Homes 157-S1111 and Success in Recovery 434-S1011) for the provision of emergency shelter care and/or foster care placement services on an "as requested" basis. The Agreements are effective upon execution, shall continue until terminated and each specifies a maximum annual compensation of \$100,000.

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

BUDGET SUMMARY:		
Maximum Annual Cost		\$200,000.00
Funding		
Budgeted up to	\$200,000.00	
Per Vendor Maximum	\$100,000.00	
Savings	\$	
Other	\$	
Total Funding Available	\$200,000.00	
Change To Net County Cost		\$N/A

**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. A total of \$5,976,979 is included in the Department's budget for provision of emergency shelter care and foster care services during FY 2010-11. 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.

**Compensation:** Payments to service providers are made monthly in arrears and within fifteen (15) days following notification that a child has been placed at the facility. Compensation is based upon the State-assigned Rate Classification Level of the group home/foster family agency providing services to the child placed at the facility.

**Termination:** Agreement includes the County's standard Fiscal Considerations termination language as well as a provision for the County to terminate the Agreement without cause in seven (7) calendar days upon written notice.

**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 end 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:** 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 El Dorado County Probation Department is a party to this Agreement and shall be authorized to place children at these two facilities. The two Agreements for emergency shelter care and/or foster care placement services are with new California vendors. Services will only be accessed on an “as needed” and “as requested” basis. The maximum annual compensation specified in these Agreements represents the not-to-exceed amount that may be received by the vendors during a single fiscal year. 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.

**Purchasing Agent Recommendations:** The Purchasing Agent reviewed the Department’s request to enter into these Agreements and concurs that it is not necessary to conduct a competitive selection process as the services are court ordered. The Department of Human Services maintains purchase of services Agreements with multiple local, state and national vendors for the provision of emergency shelter care services and/or foster care placement 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 two (2) approved Agreements and return one (1) original of each Agreement to Human Services at 3057 Briw Road
2. Human Services to distribute the documents as appropriate.

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**Concurrences:** County Counsel, Risk Management and Human Resources