

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.22
(ID # 21970)

MEETING DATE:

FROM : PUBLIC SOCIAL SERVICES:

Tuesday, June 06, 2023

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve Amendment No. 3 to the Second Amended and Restated Professional Services Agreement CS-03822 with Olive Crest for Wraparound Services to increase the contract amount by \$8,946,792 and extend the period of performance for one year from July 1, 2023 through June 30, 2024; All Districts. [Total Aggregate Cost \$8,946,792; up to \$1,789,359 in additional compensation; Funding: Federal 7%, Realignment 93%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 3 to the Second Amended and Restated Professional Services Agreement CS-03822 with Olive Crest for Wraparound Services to increase the total contract aggregate amount by \$8,946,792 from \$41,450,400 to \$50,397,192, extend the contract term for one additional year through June 30, 2024; and authorize the Chair of the Board to sign the Amendment on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, and as approved as to form by County Counsel to: a) sign amendments that exercise the options of the Second Amended and Restated Agreement CS-03822 including modifications of the statement of work that stay within the intent of the agreement; and b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total annual cost of the agreement.

ACTION:Policy


Charity Douglas, DPSS Director 5/16/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez, and Gutierrez
Nays: None
Absent: Spiegel
Date: June 6, 2023
xc: DPSS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$8,946,792	\$8,946,792	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Federal 7%, Realignment 93%			Budget Adjustment:	No
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

As a result of Senate Bill 163 (Statutes of Welfare and Institutions Code 18250), the State authorized counties to implement a Wraparound Program to provide foster youth with alternatives to group home care and to provide intensive services to youth and families that ultimately improve outcomes of these children.

Wraparound services provide individualized, comprehensive services for youth with complex multi-dimensional issues. Wraparound services focus on building strengths of each eligible child, youth and family and are designed to address their unique and changing needs. Findings indicate that Wraparound services positively impact youth who participate in the program by improving stability and reunification rates, while decreasing group home placements and re-entry into the foster care system.

Since implementation of the Riverside County wraparound program, approximately 2,800 unduplicated youth have received these services. Currently, 275 youth are receiving wraparound services that otherwise would have been placed in group homes. DPSS anticipates new enrollments in the wraparound program as a diversion from group home placements for the foreseeable future.

Through negotiation for this extension, DPSS is covering the lease cost for rented office space utilized to serve Wraparound Clients. Olive Crest will continue serving the Wraparound clients they currently have in their caseload through each individual's completion of the program, regardless of if they are awarded a new contract resulting from the current RFP or not. Since there is no guarantee they will be awarded and knowing their client caseload would naturally decrease as those graduate out of the program (if not awarded), DPSS will maintain their lease cost as this is a unit based agreement which relies on a certain amount of units to cover the lease. This will ensure Olive Crest is able to maintain the office space needed to serve the Wraparound clients through the completion of their program.

On January 4, 2023, County Purchasing released RFP# DPARC-0616 for Wraparound services. The bid closed on February 3, 2023 and is currently undergoing the evaluation process. DPSS is seeking to extend the period of performance for one year with Olive Crest through June 30, 2024 to ensure there is no lapse in services while the bid evaluations and award recommendation are completed.

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Impact on Residents and Businesses

The Wraparound program provides much needed assistance to youth and families as an alternative to group home placements throughout Riverside County.

Additional Fiscal Information

The total annual payments to Olive Crest shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2018 through June 30, 2019	\$8,890,200.00
July 1, 2019 through June 30, 2020	\$7,890,000.00
July 1, 2020 through June 30, 2021	\$7,890,000.00
July 1, 2021 through June 30, 2022	\$7,890,000.00
July 1, 2022 through June 30, 2023	\$8,890,200.00
Total	\$41,450,400.00

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2023 through June 30, 2024	\$8,773,200
Lease (Reimbursed in 1/12 payments)	\$173,592
Total	\$8,946,792

Contract History and Price Reasonableness

On August 14, 2017, County Purchasing released Request for Quote DPARC-510 for Wraparound services. Olive Crest was recommended for award to provide Wraparound Services Countywide. The Board approved Agreement CS-03822 between DPSS and Olive Crest on April 24, 2018 (Item 3.28); First Amended and Restated Agreement CS-03822 was executed on January 28, 2019; and the Second Amended and Restated Agreement CS-03822 was executed on November 5, 2019. An Amendment No. 1 to the Second Amended and Restated Agreement CS-03822 was executed on September 21, 2022 and an Amendment No. 2 to the Second Amended and Restated Agreement CS-03822 was executed on March 1, 2023.

ATTACHMENT:

Attachment A: Amendment No. 3 to the Second Amended and Restated Agreement CS-03822 with Olive Crest for Wraparound Services

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA


Meghan Hahn, Deputy Director of Procurement 5/17/2023


Brianita Lontajo, Principal Management Analyst 5/26/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel 5/22/2023

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
 AMENDMENT No. 3 TO THE
 SECOND AMENDED AND RESTATED AGREEMENT CS-03822 WITH
 OLIVE CREST
 FOR
 WRAPAROUND SERVICES

AGREEMENT: CS-03822

PERIOD OF PERFORMANCE: July 1, 2018 - June 30, 2023
 Extension – July 1, 2023 – June 30 2024

EFFECTIVE DATE OF AMENDMENT: July 1, 2023

ANNUAL MAXIMUM REIMBURSABLE AMOUNT:

FY 18/19 - \$8,890,200
FY 19/20 - \$7,890,000
FY 20/21 - \$7,890,000
FY 21/22 - \$7,890,000
FY 22/23 - \$8,890,200
FY 23/24 - \$8,946,792

This Amendment No. 3 to the Second Amended and Restated Agreement CS-03822 (“Agreement”), is made by and between Olive Crest, a California nonprofit corporation (“CONTRACTOR”) and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (“COUNTY”).

RECITALS

WHEREAS, COUNTY and CONTRACTOR previously entered into that certain Agreement, CS-03822, approved April 24, 2018, Agenda Item 3.28, for Wraparound Services;

WHEREAS, COUNTY and CONTRACTOR previously entered into that certain Amended and Restated Agreement, CS-03822, executed January 28, 2019; and that certain Second Amended and Restated Agreement, CS-03822, executed November 5, 2019; and that certain Amendment #1 to the Second Amended and Restated Agreement, CS-03822, executed September 21, 2022; and that certain Amendment #2 to the Second Amended and Restated Agreement, CS-03822, executed March 1, 2023; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Second Amended and Restated Agreement to extend the agreement term one-year through June 30, 2024 and increase the annual contract amount while the Department of Public Social Services (“DPSS”) completes the competitive bid process, all in accordance with terms and conditions (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities for DPSS and CONTRACTOR.

WHEREAS, Section 38 of the Agreement allows for modifications by written amendment signed by both parties; and,

NOW THEREFORE, in consideration of their mutual covenants, COUNTY and CONTRACTOR agree to amend the Agreement according to the terms and in the manner set forth herein:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Amend Section 3, "Period of Performance," to read:**
This Agreement shall be effective July 01, 2018 and continue through June 30, 2024, unless terminated earlier. The CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.
3. **Amend Schedule A, Section A.1, "Maximum Amounts – Annual and Aggregate Totals," to read:**

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2018 through June 30, 2019	\$8,890,200.00
July 1, 2019 through June 30, 2020	\$7,890,000.00
July 1, 2020 through June 30, 2021	\$7,890,000.00
July 1, 2021 through June 30, 2022	\$7,890,000.00
July 1, 2022 through June 30, 2023	\$8,890,200.00
Total	\$41,450,400.00

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2023 through June 30, 2024	\$8,773,200
Lease Expense reimbursed monthly in 1/12 payments (not to exceed \$14,466.00/month)	\$173,592
Total	\$8,946,792

4. **Amend Schedule A, Section A.2, "Unit of Service," subsection 1., "Wraparound Services," to read:**
 1. **WRAPAROUND SERVICES**
 - a. CONTRACTOR shall be paid for each unit of service, where one (1) unit represents one client (child/family) per month, as follows:
 - i. CONTRACTOR shall be reimbursed \$2,437 per client, per full month of service
 - ii. Related to proration, CONTRACTOR shall be reimbursed \$81.23 per billable day
 - iii. In the event that more than one (1) child in a family receives Wraparound services, DPSS shall pay \$2,437 times the number of children in the family receiving Wraparound services; (i.e. three siblings living with the same caregiver in the same household receiving Wraparound services, DPSS shall pay \$2,437 x 3 = \$7,311 per full month of service.
 - b. Flexible (flex) Fund Expenditures

- i. In addition to unit of service costs, the CONTRACTOR may utilize a maximum of three (3) percent per month of the maximum reimbursement amount for flex fund expenditures.
 - ii. Flex fund expenditures shall be calculated as follows:
 - (a.) Number of occupied slots x unit of service cost = monthly reimbursement amount x three (3) percent.
 - iii. Flex Funds may only be utilized as described in Schedule B.
5. **Amend Schedule A, Section A.3, "Method, Time, and Conditions of Payment," to add the following and adjust subsequent numbering:**
 - b. One of the following supporting documentations must be included with reimbursement submissions related to operating costs (direct or indirect):
 1. Cost Schedule
 - a. Allocation Basis
 - b. Calculation allocating costs to DPSS Program
 2. Copy of invoices or receipts
 3. Approved Indirect Costs Rate (ICR)
6. **Effective Date.** This Amendment No. 3 shall be effective July 1, 2023.
7. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
8. **Electronic Signatures.** This Amendment No. 4 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Amendment No. 4 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 3. The parties further agree that the electronic signatures of the parties included in this Amendment No. 3 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

Signature Page to Follow

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Amendment No. 03 to the Second Amended and Restated Agreement No. CS-03822.

County of Riverside, a political
Subdivision of the State of California

Olive Crest,
California nonprofit corporation

Kevin Jeffries

Kevin Jeffries,
Chairman of the Board

Jun 8, 2023

Date

Donald Verleur

Donald Verleur, CEO

5/11/23

Date

Approval as to Form

Minh C. Tran

County Counsel

By: *Katherine Wilkins*

Katherine Wilkins

Deputy County Counsel

Date: *May 22, 2023*

ATTEST:

Kimberly Rector, Clerk

By: *Breanna Smith*

DEPUTY





Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Roy Bueckert

Address: _____

City: _____ Zip: _____

Phone #: _____

Date: _____ Agenda # 3:22

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ Support _____ Oppose _____ Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

_____ Support _____ Oppose _____ Neutral

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.