

ITEM: 3.36 (ID # 24594) MEETING DATE: Tuesday, June 04, 2024

FROM : PUBLIC SOCIAL SERVICES

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve Amendment No. 2 to the Professional Services Agreement (DPSS-0001218) with Riverside County Superintendent of Schools for Educational Case Management Services, without seeking competitive bids, to extend the period of performance for one-year from July 1, 2024 through June 30, 2025, at an annual cost of \$642,025; All Districts. [Total Cost \$642,025; up to \$128,405 in additional compensation; Funding: 37% Federal; 60% Realignment, 3% County General Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

- Approve Amendment No. 2 for the Professional Services Agreement DPSS-0001218 with Riverside County Superintendent of Schools for Educational Case Management Services Countywide, without seeking competitive bids, to extend the period of performance for one-year from July 1, 2024 through June 30, 2025, at an annual cost of \$642,025.00 and authorize the Chair of the Board to sign the Amendment on behalf of the County, and;
- 2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel to: (a) to issue a Purchase Order for any goods and/or services rendered; (b) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement; and (c) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) annually.

ACTION:Policy

4/9/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

| Ayes: | Jeffries, Spiegel, Washington, Perez and Gutierrez |
|---------|--|
| Nays: | None |
| Absent: | None |
| Date: | June 4, 2024 |
| XC: | DPSS |

Kimberly A. Rector Clerk of the Board By: Olanni

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost | |
|---------------------------------------|----------------------|-------------------|-------------|--------------|--|
| COST | \$0 | \$642,025 | \$642,025 | \$0 | |
| NET COUNTY COST | \$0 | \$0 | \$ 0 | \$ 0 | |
| SOURCE OF FUNDS County General Fur | t, 3% Budget Adj | ustment: No | | | |
| | | | For Fiscal | Year: 24/25 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Educational Liaison Program has provided educational support and advocacy services for high-need foster youth in Riverside County since 2008 in an effort to increase educational attainment and long-term outcomes for foster youth. This program is intended to increase the school engagement of newly placed and/or recently moved foster youth. Without the support that this program provides, foster youth are less likely to graduate from high school or to pursue secondary education due to limited support.

On January 7, 2020 (Item 3.10), the Board of Supervisors approved #DPSS-0001218 with Riverside County Superintendent of Schools for Educational Case Management Services for five (5) years from October 1, 2019 through June 30, 2024. Amendment No. 1 to increase the annual maximum reimbursable amount for FY 22/23 from \$562,530 to \$642,025 and FY 23/24 from \$589,247 to \$642,025 was executed on June 13, 2023. During the term of this agreement, the Department of Public Social Services (DPSS) and Riverside County Superintendent of Schools (RCSS) continue to apply a format which allows for greater flexibility in service provision of educational case management services to foster youth who have experienced a foster placement change or initial placement into foster care. Support services include, but are not limited to, linking students with educational programs, working with caregivers to ensure they understand the importance of monitoring student's grades, and facilitating communication between the foster care provider and school counselor/teacher regarding the student's progress.

DPSS Children Services Division (CSD) is seeking to extend the current agreement for one (1) additional year through June 30, 2025. The purpose of this amendment is to allow DPSS and RCSS to address major revisions to the program. The goal of the program revisions is to streamline the administrative and reporting procedures to improve the foster youth educational outcomes. A new five-year agreement will be negotiated with an effective date of July 1, 2025.

Impact on Residents and Businesses

This program assists children/youth and caregivers who need the educational support and services. Additionally, this agreement expands the program to assist youth who need guidance with advanced academic plans and career goals so that they are prepared for independence.

Additional Fiscal Information

Funding for this agreement has been budgeted through the budgeting process; no additional net county costs are required for this agreement.

> FISCAL YEAR PERIOD ANNUAL PAYMENT October 1, 2019 through June 30, 2020 \$392,738.00 July 1, 2020 through June 30, 2021 \$512,852.00 July 1, 2021 through June 30, 2022 \$536,760.97 July 1, 2022 through June 30, 2023 \$642.025.00 July 1, 2023 through June 30, 2024 \$642,025.00 TOTAL \$2,726,400.97 AMENDMENT #2 FISCAL YEAR (EXTENSION) July 1, 2024 through June 30, 2025 \$642,025.00 TOTAL \$642,025.00 AMENDED MAXIMUM AGGREGATE \$3,368,425.97 REIMBURSABLE AMOUNT:

The total annual payments to RCSS not to exceed:

Contract History and Price Reasonableness

The Educational Liaison Program provides educational support and advocacy services for highrisk foster youth in an effort to improve educational attainment and long-term outcomes for foster youth. Ordinance 459 Section 7, Category II Exception E allows for award of contracts with any federal, state, or local government agency without bidding due to the nature of collaboration and partnership of beneficial programs with government entities.

Attachments

Attachment A: Original Agreement DPSS-0001218–RCSS-Educational Case Management Attachment B: Amendment No. 1-DPSS-0001218-RCSS-Educational Case Management Attachment C: Amendment No. 2-DPSS-0001218-RCSS-Educational Case Management

Meghan Harn, Director of Procurement 5/20/2024 Brianna Lontajo, Principal Manage

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES AMENDMENT No. 2 PROFESSIONAL SERVICES AGREEMENT WITH RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS FOR EDUCATIONAL CASE MANAGEMENT SERVICES

| PROFESSIONAL SERVICE AGREEMENT: | DPSS-0001218 |
|---|---------------------------------------|
| EFFECTIVE PERIOD: | October 1, 2019 through June 30, 2025 |
| EFFECTIVE DATE OF AMENDMENT: | July 1, 2024 |
| AMENDED MAXIMUM AGGREGATE REIMBURSABLE AMOUNT: | \$3,368,425.97 |

This Amendment No.2 to Original Agreement #DPSS-0001218 for Educational Case Management Services is made by and between Riverside County Superintendent of Schools ("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 DPSS-0001218 for Educational Case Management Services on January 7, 2020, agenda item 3.10, effective October 1, 2019 through June 30, 2024, and that certain First Amendment to DPSS-00001218 for Educational Case Management Services, effective June 21, 2023, and;

WHEREAS, the Parties now desire to amend the Original Agreement #DPSS-0001218 to extend the period of performance for an additional one-year period from July 1, 2024 through June 30, 2025; and,

WHEREAS, Section 39 "Modifications of Terms" allows for modification by written amendment signed by both parties.

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

- 1. **Recitals.** The recitals set form above are true and correct and incorporated herein by this reference.
- 2. Amend Section 3 "PERIOD OF PERFORMANCE" to read as follows:

"PERIOD OF PERFORMANCE

This Agreement shall be effective October 1, 2019 and continue through June 30, 2025, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter".

3. **Amend** Schedule A. "PAYMENT PROVISIONS", Section A.1 "Maximum Amounts-Annual and Aggregate Totals." Delete Subsection A.1 in its entirety and replace with the following:

| FISCAL YEAR PERIOD | ANNUAL PAYMENT |
|--|----------------|
| October 1, 2019 through June 30, 2020 | \$392,738.00 |
| July 1, 2020 through June 30 2021 | \$512,852.00 |
| July 1, 2021 through June 30, 2022 | \$536,760.97 |
| July 1, 2022 through June 30, 2023 | \$642,025.00 |
| July 1, 2023 through June 30, 2024 | \$642,025.00 |
| TOTAL | \$2,726,400.97 |
| | |
| AMENDMENT #2 FISCAL YEAR (EXTENSTION) | |
| July 1, 2024 through June 30, 2025 | \$642,025.00 |
| TOTAL | \$642,025.00 |

A.1 MAXIMUM AMOUNTS – ANNUAL AND AGGREGATE TOTALS The total annual payments to CONTRACTOR shall not exceed:

- 4. **Signed in Counterparts:** This Amendment No. 2 may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- 5. Electronic Signatures. Each party of this Amendment 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. The parties further agree that the- electronic signature(s) included herein 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 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.
- 6. Effective Date. This Amendment No. 2 to the Agreement, #DPSS-0001218 shall become effective on July 1, 2024.
- 7. **Miscellaneous.** All other terms and conditions of the Original Agreement not modified herein shall remain unchanged and in full force and effect.

[Signature Page Follows]

DPSS-0001218 RCOE Agreement Number IN50386 Mod#2

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Amendment No. 2 to the Agreement.

County of Riverside, a political Subdivision of the state of California *Chuck Washington*

Chuck Washington Chair of the Board

Jun 4, 2024

Date

Riverside County Superintendent of

Schools

Stephan McPeace Assistant Superintendent

5/10/24

Date

ATTEST: Kimberly Rector Clerk of the Board

Cindy Fernandez

By:

Deputy



Approval as to Form Minh C. Tran County Counsel

Katherine Wilkins

By: _____Katherine Wilkins Deputy County Counsel IV May 13, 2024

Date

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES AMENDMENT No.1 PROFESSIONAL SERVICES AGREEMENT WITH RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS EDUCATIONAL CASE MANAGEMENT SERVICES

PROFESSIONAL SERVICE AGREEMENT:

DPSS-0001218

EFFECTIVE PERIOD: October 1, 2019 through June 30, 2024

EFFECTIVE DATE OF AMENDMENT:

Effective Upon Signature

AMENDED MAXIMUM AGGREGATE REIMBURSABLE AMOUNT:

\$2,726,400.00

This Amendment No.1 to Agreement #DPSS-0001218 for Educational Case Management Services is made and entered into by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (hereinafter referred to as "COUNTY") and Riverside County Superintendent of Schools, (herein referred to as "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR previously entered into that certain Agreement DPSS-0001218 for Educational Case Management Services on January 7, 2020, effective October 1, 2019 through June 30, 2024, and;

WHEREAS, COUNTY and CONTRACTOR desire to modify and increase the annual maximum reimbursable amount, subsequently increasing the total aggregate amount;

NOW, THEREFORE, **COUNTY** and **CONTRACTOR** agree to amend that certain Agreement according to the terms and in the manner set forth herein:

1. **Amend** Schedule A. "PAYMENT PROVISIONS", Section A.1 "Maximum Amounts-Annual and Aggregate Totals." Delete Subsection A.1 in its entirety and replace with the following:

A.1 MAXIMUM AMOUNTS – ANNUAL AND AGGREGATE TOTALS The total annual payments to CONTRACTOR shall not exceed:

| FISCAL YEAR PERIOD | ANNUAL PAYMENT | | |
|---------------------------------------|----------------|--|--|
| October 1, 2019 through June 30, 2020 | \$392,738.00 | | |
| July 1, 2020 through June 30 2021 | \$512,852.00 | | |
| July 1, 2021 through June 30, 2022 | \$536,760.97 | | |
| July 1, 2022 through June 30, 2023 | \$642,025.00 | | |
| July 1, 2023 through June 30, 2024 | \$642,025.00 | | |
| Total | \$2,726,400.00 | | |

DPSS-0001218 RCOE Agreement Number IN50386 Mod#1

2. Amend Schedule A. "PAYMENT PROVISIONS", Section A.2 "LINE ITEM BUDGET" Delete Subsection A.2 in its entirety and replace with the following:

| Budget Item | Description | Budget Amount FY 19-20 | Budget Amount FY 20-21 | Budget Amount FY 21-22 | Budget Amount FY 22-23 | Budget Amount FY 23-24 |
|-------------------------------|---|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Salaries & Benefits | Salaries and Benefits for 0.5 FTE ART | \$27,095.00 | \$36,126.00 | \$37,633.00 | \$49,972.00 | \$49,972.00 |
| Salaries & Benefits | Salaries and Benefits for 3.0 FTE ECM | \$308,206.00 | \$410,941.00 | \$431,487.97 | \$524,496.00 | \$524,496.00 |
| Operating Expenses | Operating expenses such as: Equipment, Travel, Client Purchases | \$26,970.00 | \$26,000.00 | \$26,000.00 | \$20,000.00 | \$20,000.00 |
| Indirect Costs at 8.41% | | \$30,467.00 | \$39,785.00 | \$41,640.00 | \$47,557.00 | \$47,557.00 |
| Total | | \$392,738.00 | \$512,852.00 | \$536,760.97 | \$642,025.00 | \$642,025.00 |

- 3. **Signed in Counterparts**. This Amendment may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- 4. Electronic Signatures. Each party of this Amendment 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. The parties further agree that the- electronic signature(s) included herein 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 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.
- 5. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
- 6. Effective Date. This Amendment No.1 shall become effective upon signature of both parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Amendment No. 1 to the Agreement.

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

Elita (Dao

Elita Dao Procurement Contract Specialist DPSS

6/21/2023

Date

Riverside County Superintendent of

Schools A

Stephan McPeace Assistant Superintendent

6/13/23

Date

Approval as to Form Minh C. Tran County Counsel

By Katherine Wilkins **Deputy County Counsel IV**

Date



(ID # 10535) MEETING DATE: Tuesday, January 7, 2020

FROM: PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Approve the Professional Services Agreement # DPSS-0001218 with Riverside County Superintendent of Schools for Educational Case Management Services for five years; All Districts [Total Cost: \$2,594,128 – Federal 40.34%; State 1.45%; Realignment 58.21%]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Ratify and Execute Professional Services Agreement # DPSS-0001218 with Riverside County Superintendent of Schools for Educational Case Management Services for a total aggregate amount of \$2,594,128, for five years, effective October 1, 2019 through June 30, 2024; and,
- 2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that make modifications to the scope of services that stay within the intent of the Agreement, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the Agreement.

ACTION:Policy

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

| Ayes: | Jeffries, Spiegel, Washington, Perez and Hewitt |
|---------|---|
| Nays: | None |
| Absent: | None |
| Date: | January 7, 2020 |
| XC: | DP,SS |

Kecia R. Harper Clerk of the Board By:

| FINANCIAL DATA | Curre | ent Fiscal Year: | Nex | ct Fiscal Year: | Total Cost: | | Ongoing Cost | |
|---|-------|------------------|-----|-----------------|-------------|---------------|------------------|----|
| COST | \$ | 392,738 | \$ | 512,852 | \$ | 2,594,128 | \$ | 0 |
| NET COUNTY COST | \$ | 0 | \$ | 0 | \$ | 0 | \$ | 0 |
| SOURCE OF FUNDS: Federal 40.34%; State 1.45%; Realignment 58.21% | | | | | | Budget Adjus | tment: No | |
| _ | | | | | | For Fiscal Ye | ars: 19/20 - 23/ | 24 |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

<u>Summary</u>

The Educational Liaison Program has provided educational support and advocacy services for high-need foster youth in Riverside County since 2008, in an effort to increase educational attainment and long-term outcomes for foster youth. Having this program in place has had a positive impact on school age children/youth. Some of the benefits of the services provided through Riverside County Superintendent of Schools (RCSS) include school credit recovery due to frequent placement moves, keeping youth on track for graduation, training for school districts on foster children/youth issues, and assisting foster youth to pursue secondary education through helping with completing college applications and the Free Application for Federal Student Aid. Without the support that this program provides, foster youth are less likely to graduate from high school or to pursue secondary education due to limited support.

On June 17, 2016 (Item 3.54), the Board of Supervisors approved contract # CS-03356 with RCSS for Educational Liaison Services for the period of July 1, 2016 – June 30, 2017, with four one-year options to renew. During the term of this agreement, the Department of Public Social Services (DPSS) and RCSS devised a new program format which will allow for greater flexibility in service provision. The proposed agreement reflects this new program format, shifting from provision of direct services, to provision of educational case management services to foster youth who have experienced a foster placement change or initial placement into foster care. This new format entails deployment of three full-time school counselors and/or school social workers, and a part-time Attendance/Registration Technician (ART).

RCSS school counselors and/or school social workers will be assigned a caseload not to exceed 50 youth per staff, and will provide specific services to increase educational outcomes for children/youth. Some of the support services include linking students with educational programs, working with caregivers to ensure they understand the importance of monitoring student's grades, and facilitating communication between the foster care provider and school counselor/teacher regarding the student's progress. RCSS will also continue support services to provide training for DPSS social workers on relevant educational related topics related to children/youth in foster care.

Contract History and Price Reasonableness

This agreement was negotiated without competition in accordance with California Department of Social Services (CDSS) manual section 23-650, paragraph 1.14, which states that contracts may be negotiated without formal advertising "for any service to be rendered by any federal, state or local governmental agency, public university, public college or other public educational institution."

Impact on Residents and Businesses

This program provides assistance to children/youth and caregivers who need the educational support and services. Additionally, this agreement expands the program to assist youth who need guidance with advanced academic plans and career goals so that they are prepared for independence.

SUPPLEMENTAL:

Additional Fiscal Information

Funding for this agreement has been budgeted through the budgeting process; no net county costs are required for this agreement. The budget detail is below:

| Budget Item | Budget | Budget | Budget | Budget | Budget |
|--|-----------|-----------|-----------|-----------|-----------|
| | Amount FY |
| | 19-20 | 20-21 | 21-22 | 22-23 | 23-24 |
| Staffing Costs for part-time | \$27,095 | \$ 36,126 | \$37,633 | \$39,829 | \$41,821 |
| Attendance/Registration | | | | | |
| Technician | | | | | |
| Staffing Costs for 3 | \$308,206 | \$410,941 | \$431,487 | \$453,062 | \$475,715 |
| Counselors/Social Workers | | | | | |
| Operating expenses such | \$26,970 | \$26,000 | \$26,000 | \$26,000 | \$26,000 |
| as: Travel/Training, Supplies, Technology | | | | | |
| Indirect Costs at 8.41% | \$30,467 | \$39,785 | \$41,640 | \$43,639 | \$45,711 |
| | | | | | |
| Total | \$392,738 | \$512,852 | \$536,760 | \$562,530 | \$589,247 |

ATTACHMENTS:

Professional Services Agreement # DPSS-0001218 with RCSS for Educational Case Management Services

SM:tc

Teresa Summers, Director of Purchasing 12/4/2019

12/30/2019 Sc tt Bruckner

12/19/2019 Gregory rianos, Director County Counsel