

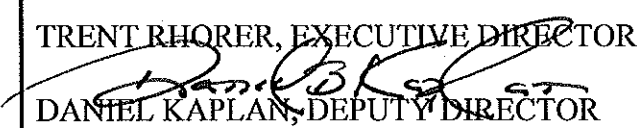


Edwin M. Lee, Mayor

Department of Human Services
Department of Aging and Adult Services

Trent Rhorer, Executive Director

MEMORANDUM

TO:	HUMAN SERVICES COMMISSION
THROUGH:	TRENT RHORER, EXECUTIVE DIRECTOR
FROM:	 DANIEL KAPLAN, DEPUTY DIRECTOR
DATE:	SEPTEMBER 28, 2017
SUBJECT:	AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES TO ADMINISTER THE "2011 REALIGNMENT CONTRACT SPECIAL ACCOUNT" ON BEHALF OF THE 58 COUNTIES OF CALIFORNIA

The Department requests authorization to enter into an agreement with the California Department of Social Services (CDSS) to administer the "2011 Realignment Contract Special Account" on behalf of the 58 counties of California, for the period from July 1, 2017 through June 30, 2018. The Department would receive allocated funds and reimburse CDSS for services performed on behalf of the 58 State counties through statewide contracts, at no cost to the Department. This agreement is a renewal of the agreement that was in place last fiscal year.

Background

In 2011, California enacted several pieces of legislation (AB 109, AB 117, AB 118, and ABX1 16) which collectively are known as the 2011 Realignment Legislation and which moved the programmatic and fiscal responsibilities for several programs from the State level to the local level of government. In Social Services, the realigned programs included Adoption Assistance, Adoption Administration, Foster Assistance, Foster Care Administration, Child Abuse Prevention, Child Welfare Services, and Adult Protective Services.

The realigned services included several services which are provided through Statewide contracts. SB 1020 created a permanent financing structure for the 2011 Realignment programs, including the establishment of the "2011 Realignment Contract Special Account" for the purpose of funding the Statewide contracts. One of the counties is responsible for serving as the "59th county" to fulfill this role and receive the allocated 2011 Realignment funds in order to reimburse the State for the Statewide contracts. Santa Clara County had originally served as the "59th County" for the first two fiscal years, fiscal years 2013-14 and 2014-15. However, with turnover at the top level of fiscal administrative officers (retirement of the executive director and resignation of the finance director), Santa Clara county declined to serve as the 59th county for

fiscal year 2015-16. San Francisco was approached and stepped in and has served as the 59th County for fiscal years 2015-16 and 2016-17. Approval of this agreement will continue our services as the 59th County for fiscal year 2017-18.

Performance

In FY 2016-2017, as the 59th county, we received \$32,225,227.27 of 2011 Realignment Funds into this account, including \$6,938,738.24 of balance from the previous year. And to date, we have been invoiced and paid to the State \$28,564,222.39, leaving a balance of \$10,599,743.12 for the remaining two months of invoices. Any unspent amount will rollover and be available for fiscal year 2017-18.

Services to be Provided

In FY 2017-2018, the 59th county is expected to receive and reimburse the State \$32,721,000 for the following Statewide contracts.

<i>FY 2017-18: CDSS Contracts to Provide Services</i>	<i>Amount</i>
Private Agency Adoption Reimbursement Payments (PAARP)	\$15,673,000
Chafee Post-Secondary Education and Training Vouches (ETV)	\$ 5,669,700
Health Oversight and Coordination Public Health Nursing	\$ 8,293,000
Family Builders – Online Registry	\$ 232,002
Chafee ETV – Employment and Development Department	\$ 30,300
Foster Parent Summit	\$ 48,307
Department of Health Care Services – Assistance to Children in Emergency (ACE) Contract	\$ 15,880
Safe and Thriving Futures	\$ 385,686
QPI Training by Youth Law Center	\$ 355,050
QPI Website by CalSWEC	\$ 147,700
Efforts of Outcomes System	\$ 282,700
CSEC for Child and Family Policy Institute of California	\$ 250,000
Caregiver Background Checks – CalSWEC & RTAs	\$ 0
Foster Parent & Relative Retention, Support, Recruitment – Consultant Fees	\$ 150,000
CCR Training & Support w/ CFPIC	\$ 143,000
Leadership Academy for Core Practice Model	\$ 191,500
CSEC Youth Intervention Curriculum	\$ 8,600
Miscellaneous Contracts	\$ 844,575
TOTAL	\$32,721,000

Funding

The administration of this contract is at no cost to the Department; it does not require any budget appropriations.

Attachments

CDSS Letter of Agreement

**Letter of Agreement
City & County of San Francisco and
California Department of Social Services**

The City & County of San Francisco (CCSF) and the California Department of Social Services (CDSS) hereby agree to the following terms and conditions set forth in this Letter of Agreement (Agreement).

A. TERMS

1. This Agreement is effective upon approval by both parties and applicable for Fiscal Year 2017-18 and subsequent fiscal years subject to approved amendments by the parties identifying applicable contracts and corresponding allocations. This Agreement may be terminated by either party by providing 60 days written Notice of Termination to the other party or in the event, the California Department of Finance removes the CCSF as the designated county. In the event that CCSF elects to terminate the Agreement, CCSF agrees to continue to manage the Contract Special Account until a new county is designated and a transfer of funds can be facilitated, not to exceed 90 days.
2. In accordance with Government Code section 30029.8, the CCSF has elected to be the designated county to establish a Contract Special Account within the Protective Services Subaccount of the County Local Revenue Fund 2011. The Contract Special Account shall be utilized solely to receive an allocation pursuant to subparagraph (A) of paragraph (1) of subdivision (a) of Section 30029.5 and paragraph (3) of subdivision (b) of Section 30029.5 from the California State Controller's Office.
3. The CCSF agrees to manage the Contract Special Account for the sole purpose of reimbursing CDSS for satisfactory services performed on behalf of the 58 counties per the terms of the contracts that are specified in this Agreement. CCSF agrees to manage the Contract Special Account in accordance with standard accounting principles.

B. INVOICING AND PAYMENT

1. In accordance with statute, the California State Controller's Office will deposit allocated funds into the Contract Special Account on a monthly basis. CDSS, upon completion of satisfactory services pursuant to the terms and conditions of the contracts specified, shall provide a written invoice to the CCSF for reimbursement. CCSF shall only provide reimbursement upon the receipt, review and approval of invoices submitted by CDSS to the CCSF.

2. Invoices submitted by CDSS shall include documentation to support payment for services and shall reference the specific contract to be billed. Invoices shall be submitted not more frequently than monthly, in arrears, to:

City and County of San Francisco
Human Services Agency
Payables Unit, F410
Attn: Donald Chang
P.O. Box 7988
San Francisco, CA 94120-7988

The CCSF shall pay approved and undisputed invoices within 30 days of invoicing. Payment along with a copy of the invoice shall be forwarded to:

California Department of Social Services
Attention: Cashiering Unit
744 P Street, M.S. 9-3-67
Sacramento, CA 95814

3. CCSF shall provide written notice, within 7 business days, to CDSS in the event that a contract pursuant to this Letter of Agreement that is invoiced by CDSS does not have sufficient funds to cover the invoiced amount. In such event, CCSF shall not be responsible for payment of any amount in excess of existing funds available in the 59th County Subaccount and CDSS agrees to assume full and complete responsibility.
4. CCSF shall provide a Quarterly Fiscal Summary to CDSS to allow CDSS to prepare and submit a Semi-Annual Reconciliation Summary to the following organizations:
 - California Department of Finance;
 - County Welfare Directors Association

The Quarterly Fiscal Summary shall be provided within 15 days after the close of the quarter and shall include, but not be limited to:

- List of monthly receipts;
- Listing of any payments posted by quarter end (including payments issued and not cleared);
- Remaining receipts;
- Accrued interest; and
- Projected receipts for the remainder of the fiscal year.

C. CONTRACTS AND SERVICES FUNDED BY THE CONTRACT SPECIAL ACCOUNT

For Fiscal Year 2017-18, the Contract Special Account shall be allocated as specified below and reimbursements to CDSS shall not exceed the amount specified for each contract. The specified contracts may be modified by the parties to the contracts and CCSF may modify, upon written notification, authorized reimbursement in accordance with the modified terms and allocations.

<i>FY 2017-18: CDSS Contracts to Provide Services</i>	<i>Amount</i>
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Miscellaneous contracts	\$ 844,575
<i>TOTAL</i>	<i>\$32,721,000</i>

D. AUDITS

The CCSF agrees to provide access to all relevant records applicable to the Contract Special Account in the event that an audit should be conducted.

E. MUTUAL INDEMNITY

To the extent permitted by law including Article XVI, sections 1 and 6 of the California Constitution, and the California Tort Claims Act, the CDSS agrees to hold harmless and indemnify the CCSF against any liability, damage, or loss as a result of performance under this Agreement, including but not limited to the acts or omissions of anyone directly or indirectly employed or retained by the CDSS for performance of work hereunder or failure to comply with any of the obligations contained in this Agreement.

The CCSF agrees to hold harmless and indemnify the CDSS against any liability, damage, or loss as a result of performance under this Agreement, including but not limited to the acts or omissions of anyone directly or indirectly employed or retained by the CCSF for performance of work hereunder or failure to comply with any of the obligations contained in this Agreement.

F. RELATIONSHIP OF THE PARTIES

The CDSS is acting as an independent contractor for the delivery of the services to the Counties pursuant to the terms and conditions of the applicable contract.

G. APPROVAL

The parties agree to comply with the terms and conditions contained in this Letter of Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Agreement.

APPROVED FOR COUNTY

APPROVED FOR CONTRACTOR

Trent Rhorer, Executive Director Date
San Francisco Human Services Agency

Will Lightbourne, Director Date
California Department of Social Services

Signed and certified that the Human Services Commission reviewed and approved this Agreement at its meeting on June 25, 2015 and authorized its execution by the Executive Director of the Human Services Agency.

ATTEST

Krista Ballard Date
Secretary, Human Services Commission

APPROVED AS TO FORM

**DENNIS J. HERRERA
CITY ATTORNEY**

Julie Van Nostern Date
Deputy City Attorney

