



DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

JONATHAN E. SHERIN, M.D., Ph.D.
Director

Gregory C. Polk, M.P.A.
Chief Deputy Director

Curley L. Bonds, M.D.
Chief Medical Officer

Lisa H. Wong, Psy.D.
Senior Deputy Director

May 03, 2022

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49 May 3, 2022

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO EXTEND THE EXISTING CONTRACT WITH FOTC-LOS ANGELES
FOR THE CONTINUED PROVISION OF PROFESSIONAL MENTORING SERVICES
FOR FISCAL YEAR 2022-23 ON A SOLE SOURCE BASIS
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Request approval to extend the term of the existing contract on a sole source basis with FOTC-Los Angeles for the continued provision of professional mentoring services to vulnerable children, youth, and their families residing in the Antelope Valley region.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute an amendment (Attachment I) to extend the term of the existing Contract with FOTC-Los Angeles to continue to provide professional mentoring services. The extension will be effective July 1, 2022 through June 30, 2023, with an option to extend the term for one additional fiscal year, as necessary. The Total Contract Amount (TCA) for Fiscal Year (FY) 2022-23 is \$735,437, fully funded by State Mental Health Services Act (MHSA) revenue.

2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the Contract to revise the boilerplate language; revise and/or replace Exhibit B (Fee Schedule); add, delete, modify or replace the Statement of Work (SOW); extend the Contract term for one additional year, if necessary; and add or reflect federal, State, and County regulatory and/or policy

changes, provided that amendments are subject to the prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Officer (CEO).

3. Delegate authority to the Director, or designee, to terminate the Contract in accordance with the Contract's termination provisions, including Termination for Convenience. The Director, or designee, will provide written notification to your Board and CEO of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The existing Contract with FOTC-Los Angeles is set to expire June 30, 2022. Board approval to extend the term of the Contract is necessary to continue to provide these much needed services and resources to youth who are at risk of, or already experiencing foster care.

Board approval of Recommendation 1 will enable the Department of Mental Health (DMH) to extend the term of the Contract with FOTC-Los Angeles to continue to provide professional mentoring services to eligible children, youth, and their families residing in the Antelope Valley region.

Board approval of Recommendation 2 will allow DMH to amend the Contract to revise the language and financial provisions, add, delete, modify, or replace the SOW and incorporate federal, State, and County regulatory and/or policy changes, including extending the contract, as necessary.

Board approval of Recommendation 3 will enable DMH to terminate the Contract in accordance with the Contract's termination provisions, including Termination for Convenience, in a timely manner, as necessary.

Implementation of Strategic Plan Goals

These recommendations support the County's Strategic Plan Goal I, Make Investments That Transform Lives via Strategy 1.1 Increase Our Focus on Prevention Initiatives and Strategy I.2 Enhance Our Delivery of Comprehensive Interventions.

FISCAL IMPACT/FINANCING

The TCA for the FY 2022-23 extension period is \$735,437, fully funded by State MHPA revenue and is included in DMH's FY 2022-23 Recommended Budget. Funding for future fiscal years, if needed, will be requested through DMH's annual budget request process.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 28, 2019, your Board approved Motion 34-B which instructed the DMH Director to enter into an agreement with FOTC-Los Angeles, previously known as Friends of the Children-Los Angeles, to implement a pilot project to serve at-risk children residing in the Antelope Valley region. The goal of this program is to improve the experience and outcomes for youth in the foster care system. This pilot project has provided a professional mentoring model that enhance support for children who are most at risk for abuse and/or neglect. Eligible youth and their families are matched with a full time professional mentor known as a Friend, from kindergarten through high school graduation. DMH, in collaboration with the Department of Children and Family Services, developed a referral and selection process for the children to receive the aforementioned services.

Thus far, FOTC-Los Angeles has made nearly 500 referrals and partnered with over 20 local organization and service providers, provided one-on-one mentoring to 56 children (93% of these children had no further contact with the child welfare system), and has impacted over 300 individual children and families since program implementation. The projected goals for FY 2022-23 include serving a total of 64 children, continue facilitating monthly roundtables with school district leaders, and address school over reporting to Child Protective Services.

The Amendment format (Attachment I) has been reviewed and approved as to form by County Counsel.

In accordance with Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH notified your Board on January 31, 2022 (Attachment II) of its intent to extend the term of the contract with FOTC-Los Angeles for professional mentoring services. The required Sole Source Checklist (Attachment III) identifying and justifying the need for a sole source has been approved by the CEO.

As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure the contractors' compliance with all contract terms and conditions and performance standards.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the extension will allow DMH to continue to provide services to the youth in the County of Los Angeles as they work to overcome barriers to their success.

Respectfully submitted,



JONATHAN E. SHERIN, M.D., Ph.D.

Director

JES:GCP:SK

RLR:YY:atm

Enclosures

- c: Executive Office, Board of Supervisors
- Chief Executive Office
- County Counsel
- Chairperson, Mental Health Commission

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this XX day of May, 2022, by and between the COUNTY OF LOS ANGELES (hereafter "County"), and FOTC - Los Angeles (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Professional Mentoring Services Contract", dated November 12, 2019, and further identified as County Contract No. MH280002, and any amendments hereto (hereafter collectively "Contract"); and

WHEREAS, on May 17, 2022, the County Board of Supervisors delegated authority to the Director of Mental Health, or designee, to execute amendments to the Contract to extend the term, and make other designated changes; and

WHEREAS, County and Contractor intend to amend the Contract to extend the term for one fiscal year, from July 1, 2022 through June 30, 2023, and make other hereinafter designated changes; and

WHEREAS, Contractor warrants that it continues to possess the competence, expertise, and personnel necessary to provide services consistent with the requirements of the Contract.

NOW, THEREFORE, County and Contractor agree as follows:

1. This Amendment is effective upon execution.
2. The term of the Contract is extended from July 1, 2022 through June 30, 2023 with a Total Contract Amount for July 1, 2022 through June 30, 2023 of \$735,437.
3. Exhibit B - 5 (Fee Schedule) shall be deleted in its entirety, and replaced with Exhibit B – 6 (Fee Schedule) attached hereto and incorporated by reference.
4. Exhibit A – 5 Fostering Resilience Project Statement of Work (SOW) is deleted in its entirety.
5. Exhibit F (Contractor’s Administration) shall be deleted in its entirety, and replaced with Exhibit F – 6 (Contractor’s Administration) attached hereto and incorporated by reference.
6. Except as provided in this Amendment, all other terms and conditions of the Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or designee, and Contractor has caused this Amendment to be subscribed on its behalf by its duly authorized officer, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By JONATHAN E. SHERIN, M.D., Ph. D.
Director of Mental Health

FOTC – Los Angeles
CONTRACTOR

By _____

Name Jorie Das

Title Interim Executive Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: Emily D. Issa
Deputy County Counsel

EXHIBIT B - 6 (FEE SCHEDULE)

FOTC - LOS ANGELES

I. CONTRACT AMOUNT

Professional Mentoring Services

The Los Angeles County Department of Mental Health (County) shall pay to FOTC – Los Angeles a maximum of **\$2,855,437** for services rendered during the Contract term, as defined on Table 1.

II. DISBURSEMENT SCHEDULE

Professional Mentoring Services

The above funds are to be utilized for the provision of FOTC-Los Angeles Pilot Project as described in Exhibit A-2 (Professional Mentoring Services) Statement of Work. County shall pay to FOTC-LA total amount not to exceed **\$707,825** for FY 2019-20; **\$696,764** for FY 2020-21; **\$715,411** for FY 2021-22; and **\$735,437** for FY 2022-23.

Payment to FOTC-Los Angeles shall be based on activities and costs attributable to the completion of deliverables outlined in Exhibit A-2 (Professional Mentoring Services) Statement of Work. No payment shall be made for Services delivered beyond those services identified in Exhibit A-2 (Professional Mentoring Services) Statement of Work that are substantiated with supporting documentation. Reimbursement for Services shall be based on the following Fee Schedule (Table 1). "Indirect Administrative Costs" shall not exceed 15% of total allocation for specified periods as indicated in the Fee Schedule. County Program Staff will review the invoices and supporting documentation to ensure that the Services rendered are in substantial compliance with the requirements described in Exhibit A-2 (Professional Mentoring Services) Statement of Work and supported by the required documentation. Additional supporting documentation may be required at the discretion of LAC-DMH Program Staff.

III. FEE SCHEDULE

Professional Mentoring Services

The Fee Schedule (Table1) below indicates the maximum payment amount by deliverable as described in Exhibit A-2 (Professional Mentoring Services) Statement of Work. Additionally, FOTC-Los Angeles may request payment for overhead and related indirect costs. However, under no circumstances will the Total Compensation Amount exceed \$2,855,437.

EXHIBIT B - 6 (FEE SCHEDULE)

FOTC - LOS ANGELES

Table 1: Fee Schedule

Professional Mentoring Services

Expenditure	Unit	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total
STAFFING						
Executive Director	0.5 FTE	\$459,600	\$474,885	\$488,100	\$502,743	\$1,925,328
Program Director	1.0 FTE					
Parent Engagement Specialist	1.0 FTE					
Friends	6.0 FTE					
ADMINISTRATIVE OPERATIONS						
Payroll Taxes and Benefits	Up to 25%	\$155,900	\$130,997	\$133,997	\$136,767	\$557,661
Staff Training	\$2,500/Staff (up to 8)					
Travel	Varies					
Information Tech / Database	Flat Rate					
INDIRECT COSTS						
Indirect Costs (not to exceed 15%)	15%	\$92,325	\$90,882	\$93,314	\$95,927	\$372,448
Grand Total:	N/A	\$707,825	\$696,764	\$715,411	\$735,437	\$2,855,437

EXHIBIT B - 6 (FEE SCHEDULE)

FOTC - LOS ANGELES

Administrative Operations

A. Payroll Taxes and Benefits

Includes state and federal payroll taxes, fringe benefits for benefit-eligible employees including health insurance, worker's compensation, life insurance, social security, Medicare, and retirement.

B. Travel

Travel costs are based on mileage reimbursement for home and school visitation services by program staff. This expense also includes transportation support to families to and from our offices, community meetings and events.

C. Staff training

Professional Mentoring Services

Over the course of each year, program staff will receive quarterly professional development four times a year in subjects of mandated reporting, trauma informed care, evidence-based practices, and child and family engagement as described in Exhibit A-2 (Professional Mentoring Services) Statement of Work.

D. Information Technology and Database

Estimated cost of expenses includes building out National's Efforts to Outcome (ETO) database management system. Ongoing expenses include Microsoft monthly fees for each staff, annual ETO database fees, and monthly tech support fees. ETO database to include fields and metrics relative to the child and families we will serve. The ETO database is used to track and monitor youth and caregiver progress toward goals, intermediate outcomes and ongoing program model fidelity. FOTC-Los Angeles is solely responsible to comply with all applicable State and Federal regulations affecting the maintenance and transmittal of electronic information.

Indirect Costs

Indirect and other costs include office space rent, utilities, computers, printers, office furniture, supplies, business insurance, accounting services, marketing, and regularly occurring expenses at the Antelope Valley location. Costs not to exceed 15% of allocation for the specified FY as indicated in Fee Schedule (Table 1) in Service Exhibit B - 6.

IV. PAYMENT PROCEDURES

For all services, FOTC-Los Angeles must submit monthly invoices (see Attachment 1) for actual costs and fees incurred for services provided under

EXHIBIT B - 6 (FEE SCHEDULE)

FOTC - LOS ANGELES

Exhibit A-2 (Professional Mentoring Services) Statement of Work. FOTC-Los Angeles must retain all relevant supporting documents and make them available to the County at any time for audit purposes. Payments will be based on the actual costs incurred and services provided up to the maximum amount in Table 1.

FOTC-Los Angeles shall submit invoices for Direct Charges within 45 calendar days of the end of the month in which the eligible expense was incurred. Contractor shall assign a unique invoice number to each invoice. Such invoice shall be in the form and include the content specified by County pursuant to Attachment 1. Failure to comply with the terms specified in Paragraph (IV) (PAYMENT PROCEDURES) may result in non-payment of said invoice.

In the event of correction of a prior period invoice or reimbursement such as “retro-delete” (overpayment) or “retro-add” (underpayment), the adjustment will be shown and included in FOTC-Los Angeles’ current invoice.

PAYMENT AND INVOICE NOTIFICATIONS

Contractor shall submit all Invoices, including any supporting documentation, to the following:

County of Los Angeles Department of Mental Health
Financial Services Bureau – Accounting Division
510 S. Vermont Avenue, 15th Floor
Los Angeles, CA 90020
Attn: Provider Reimbursement Section

EXHIBIT B - 6 (FEE SCHEDULE)

FOTC - LOS ANGELES

Upon receipt of invoices from FOTC-Los Angeles, County shall make payment within 30 days of the date the invoice was approved for payment. If any portion of the invoice is disputed by County, County shall reimburse FOTC-Los Angeles for the undisputed services contained on the invoice and work to resolve the disputed portion of the claim in a timely manner. County shall make reimbursement payable to FOTC – Los Angeles. County shall send payment to:

FOTC – Los Angeles
Address: 672 S. Lafayette Park Place, Suite 33
Los Angeles, CA 90057

DRAFT

FOTC – Los Angeles

Date Submitted:

Invoice Number:

To: Los Angeles County Department of Mental Health
c/o Kanchana Tate; KTate@dmh.lacounty.gov

Submitted by: FOTC – Los Angeles
672 S. Lafayette Park Place, Suite 33
Los Angeles, CA 90057

Description	Cost
TOTAL	\$

Name & Title FOTC-Los Angeles Staff

Signature



DEPARTMENT OF MENTAL HEALTH
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Director

Gregory C. Polk, M.P.A.
Chief Deputy Director

Curley L. Bonds, M.D.
Chief Medical Officer

Lisa H. Wong, Psy.D.
Senior Deputy Director

January 31, 2022

TO: Supervisor Holly J. Mitchell, Chair
Supervisor Hilda L. Solis
Supervisor Sheila Kuehl
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Jonathan E. Sherin, M.D., Ph.D.
Director

SUBJECT: **NOTICE OF INTENT TO EXTEND THE EXISTING CONTRACT WITH FOTC-LOS ANGELES FOR THE CONTINUED PROVISION OF PROFESSIONAL MENTORING SERVICES FOR FISCAL YEAR 2022-23 ON A SOLE SOURCE BASIS**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts and Amendments), the Department of Mental Health (DMH) is notifying your Board of our Department's intent to extend the term of the contract with FOTC-Los Angeles, previously known as Friends of the Children-Los Angeles, for the continued provision of professional mentoring services for vulnerable children, youth, and their families.

DMH will request that your Board approve an amendment to extend the term of the contract with FOTC-Los Angeles on a sole source basis for one fiscal year, effective July 1, 2022 through June 30, 2023, with an option to extend the term for one additional fiscal year, as necessary. The Total Contract Amount is \$735,437 funded by Mental Health Services Act revenue.

JUSTIFICATION

On May 28, 2019, your Board approved Motion 34-B which instructed the DMH Director to enter into an agreement with FOTC-Los Angeles to implement a pilot project to serve at-risk children residing in the Antelope Valley region. FOTC-Los Angeles' program aims to prevent foster care entry and improve the family stability and wellbeing in the Antelope

Each Supervisor
January 31, 2022
Page 2

Valley region by matching a professional mentor (“Friend”) to a child who is at high risk of entering, or is already experiencing foster care placements. To date, FOTC-Los Angeles has made nearly 500 referrals and partnered with over 20 local organization and service providers; provided one-on-one mentoring to 56 children (93% of these children had no further contact with the child welfare system); and has impacted over 300 individual children and families since program implementation. The projected goals for Fiscal Year 2022-23 include serving a total of 64 children, continue facilitating monthly roundtables with school district leaders, and address the school’s over reporting to Child Protective Services.

As Board Motion 34-B did not include delegated authority to extend the term, and the existing contract is due to expire on June 30, 2022, DMH will request approval to extend the term of the contract as these services and resources are necessary to improve the experience and outcomes for youth in the foster care system.

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH is required to notify your Board at least six months prior to the expiration of an existing contract to amend the contracts when departments do not have delegated authority to execute such amendments. DMH is slightly delayed in notifying your Board of its intent to extend the term of this contract. The Board letter requesting approval to extend the contract is projected to be presented to your Board in May 2022. If requested by a Board office or the Chief Executive Office, DMH will place this item on the Health and Mental Health Services Cluster Agenda.

Unless otherwise instructed by your Board office within four weeks of this notice, DMH will present your Board a letter for approval to execute a sole source contract extension amendment with FOTC-Los Angeles for the continued provision of professional mentoring services.

If you have any questions or concerns, please contact me by email at JSherin@dmh.lacounty.gov or at (213) 738-4601, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at SKrikorian@dmh.lacounty.gov or at (213) 943-9146.

JES:GCP:SK
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c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel

SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
- Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.



 Chief Executive Office

_____ Date