DEPARTMENT OF MENTAL HEALTH



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LISA H. WONG, Psy.D.
Director

Curley L. Bonds, M.D. Chief Medical Officer Connie D. Draxler, M.P.A. Acting Chief Deputy Director

March 19, 2024

ADOPTEDBOARD OF SUPERVISORS

COUNTY OF LOS ANGELES

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012 40 March 19, 2024

JEFF LEVINSON INTERIM EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL TO AMEND THE EXISTING CONTRACT WITH FRIENDS OF THE CHILDREN-LOS ANGELES TO INCREASE THE TOTAL CONTRACT AMOUNT FOR THE CONTINUED PROVISION AND COUNTYWIDE EXPANSION OF PROFESSIONAL MENTORING SERVICES

(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Request approval to amend the existing Contract with Friends of the Children-Los Angeles to add funding to Fiscal Year 2025-26, thereby increasing the Total Contract Amount for the term of the contract.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute an amendment (Attachment I) to the existing Contract with Friends of the Children-Los Angeles (FOTC-LA) to increase the Total Contract Amount (TCA). The amendment will be effective upon Board approval, and the increase of \$2,855,437 will be added to Fiscal Year (FY) 2025-26, for a revised TCA of \$16,449,100, fully funded by Mental Health Services Act (MHSA) revenue.
- 2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the Contract in Recommendation 1 in order to revise the language; revise and/or replace the Fee Schedule; shift unspent funds to future fiscal years, utilize other funding sources, add, delete, modify, or replace the Statement of Work;

The Honorable Board of Supervisors March 19, 2024 Page 2

and/or reflect federal, State, and County regulatory and/or policy changes provided that: 1) TCA not exceed an increase of 20 percent from the Board-approved TCA in Recommendation 1; and 2) sufficient funds are available. The amendments will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Office (CEO).

3. Delegate authority to the Director, or designee, to terminate the Contract described in Recommendation 1 in accordance with the termination provisions, including Termination for Convenience. The Director, or designee, will provide a written notification to your Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval of Recommendation 1 will allow Department of Mental Health (DMH) to amend the existing Contract with FOTC-LA to increase the TCA for the term of the contract and specifically for FY 2025-26, for the continued provision and countywide expansion of professional mentoring services and to support their capacity in expanding services to new and existing beneficiaries.

Board approval of Recommendation 2 will allow DMH to amend the Contract in Recommendation 1 in a timely manner, as necessary, for the continued provision and expansion of professional mentoring services without interruption to clients in need of these services.

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

Implementation of Strategic Plan Goals

These recommended actions support the County's Strategic Plan Goal I, Make Investments that Transform Lives, specifically Strategy I.1 – Increase Our Focus on Prevention Initiatives and Strategy I.2 Enhance Our Delivery of Comprehensive Interventions.

FISCAL IMPACT/FINANCING

For FY 2025-26 the total increase for the Contract with FOTC-LA is \$2,855,437, fully funded by MHSA revenue. Total allocation for FY 2025-26 is \$6,414,494 for a total revised TCA amount for the seven-year contract term to \$16,449,100. Funding for FY 2025-26 will be included in DMH's annual budget process.

The Honorable Board of Supervisors March 19, 2024 Page 3

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 27, 2023, your Board adopted the Motion – Implementing the Further Countywide Expansion of Mentorship Programs Serving Black Girls and Other At-Risk Children which authorized the Director to sign and execute an amendment to the FOTC-LA Contract, to extend the term of the contract through June 30,2026, with one optional extension period, for the continued provision of Countywide expansion of professional mentoring services. In the said motion, DMH inadvertently stated the TCA for the term of the contract as \$13,593,663 instead of \$16,449,100. With this Board letter, DMH intends to correct it by adding in the variance of \$2,855,437 into the contract for the last fiscal year of its term.

In accordance with Board Policy No. 5.120, Authority to Approve Increases to Board-approved contract amounts requirements, DMH notified your Board (Attachment II), of its intent to request delegated authority of more than ten percent. DMH considers this request approved, as we did not hear otherwise.

The amendment has been approved as to form by County Counsel.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to correct the funding error in the contract so that there is no interruption to the expansion mentoring services throughout the term of the contract.

Respectfully submitted,

Lisa H. Wong, Psy.D.

Director

LHW:CDD:KN:SK:CM:atm

AMY, BD

Attachments

The Honorable Board of Supervisors March 19, 2024 Page 4

c: Executive Office, Board of Supervisors Chief Executive Office County Counsel

AMENDMENT NO. 10

THIS AMENDMENT is made and entered into this ____ day of ____, 2023, by and between the COUNTY OF LOS ANGELES (hereafter "County"), and <u>FOTC - Los Angeles</u> (hereafter "Contractor").

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

WHEREAS, on (New BL date), the County Board of Supervisors delegated authority to the Director of Mental Health, or designee, to execute amendments to the Contract to make corrections to the June 27, 2023 Board Motion, and make other designated changes; and

WHEREAS, County and Contractor intend to amend the Contract to increase the Total Contract Amount (TCA), and revise Exhibit B-9 – (Fee Schedule) to reflect the correct contract amount for Fiscal Year (FY) 2025-26, for the continued provisions and Countywide expansion of professional mentoring services; 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:
- This amendment is hereby incorporated into the original Contract, and all its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
- 2. This amendment is effective upon execution.
- 3. For FY 2025-26, the TCA is increased by \$2,855,437, from \$3,559,057 to \$6,414,494.
- 4. The revised TCA for the term of the Contract is \$16,449,100.
- 5. Paragraph 5 (TOTAL CONTRACT AMOUNT) Sub-Paragraph 5.1, is deleted in its entirety and replaced as follows:
 - "5.1 The Total Contract Amount for the term of the Contract is <u>Sixteen-Million</u>,

 <u>Four-Hundred Forty-Ninety Thousand</u>, <u>One Hundred Dollars</u> (\$<u>16,449,100</u>)

 funding for the periods specified in Exhibit B-10 (Fee Schedule)."
- Exhibit B-9 (Fee Schedule) shall be deleted in its entirety, and replaced with Exhibit
 B-10 (Fee Schedule), attached hereto and incorporated by reference.
- 7. Except as provided in this amendment, all other terms and conditions of the Contract shall remain in full force and effect.

/

Attachment I

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

LISA H. WONG, Psy.D.

Director

County of Los Angeles

Department of Mental Health

FOTC – Los Angeles CONTRACTOR

By ______

Name Jorie Das

Title <u>Executive Director</u>
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: Rachel Kleinberg Senior Deputy County Counsel

JV: Technical Correction BL

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EXHIBIT B - 10 (FEE SCHEDULE) FOTC - LOS ANGELES

I. CONTRACT AMOUNT

The Los Angeles County Department of Mental Health (County) shall pay to FOTC – Los Angeles (FOTC-LA) a maximum of **\$16,449,100** for services rendered during the Contract term, as defined on Table 1.

II. <u>DISBURSEMENT SCHEDULE</u>

Payment to FOTC-LA shall be based on activities and costs attributable to the completion of deliverables outlined in Exhibit A-9 (Professional Mentoring Services) Statement of Work. No payment shall be made for Services delivered beyond those services identified in Exhibit A-9 (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-9 (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.

EXHIBIT B - 10 (FEE SCHEDULE)

FOTC - LOS ANGELES

III. **FEE SCHEDULE**

Table 1: Fee Schedule-Professional Mentoring Services

Table 1: Fee Schedule-Professional Mentoring Services									
Expenditure	Unit	FY 2019-20	FY 2020-21	FY 2021-22		FY 2023-24	FY 2024-25	FY 2025-26	Total
Existing Staff				STAFFING				ı	ı
~									
Executive Director*	0.75 FTE								
Program Director Parent Engagement	1.0 FTE	\$459,600	\$474,885	\$488,100	\$502,743	\$650,004	\$702,004	\$758,165	\$4,035,501
Specialist	1.0 FTE	7433,000	7474,003	\$400,100	7302,743	\$050,004	\$702,004	\$750,103	74,033,301
Friends	6.0 FTE								
Expansion Staff									
Director of Scaling and	1.0 FTE								
Replication Chief Program Officer	1.0 FTE								
Chief Caregiver	1.0 FTL								
Engagement Officer	1.0 FTE								
Director of Financial	1.0 FTE								
Stability Operations Assistant		4							
HR Generalist	1.0 FTE 1.0 FTE		ļ						
Senior Administrative	1.0 FTL								
Support Specialist	1.0 FTE								
Director of Program Partnerships	1.0 FTE	\$0	\$0	\$0	\$0	\$1,161,000	\$2,036,780	\$1,731,495	\$6,443,241
Program Director**	4.0 FTE								
Program Manager***	3.0 FTE								
Family Engagement Manager	1.0 FTE								
Parent/Caregiver									
Engagement	4.0 FTE								
Specialist***									
Family Engagement Assistant	1.0 FTE								
Friends****	22.0 FTE								
ADMINISTRATIVE OPERATIONS									
Payroll Taxes and Benefits	Up to 25%								
	\$2,500/	1							
Staff Training	Staff	4	4	4	4		4	4.2	4
	(up to 8)	\$155,900	\$130,997	\$133,997	\$136,767	\$521,484	\$812,018	\$424,495	\$3,104,006
Travel	Varies								
Information Tech / Database	Flat Rate								
Hiring, Staff Development									
& Background Screening	Varies								
Facilities	Base Costs \$1,000								
		\$0	\$0	\$0	\$0	\$126,298	\$233,168	\$180,677	\$720,820
Youth and Friend	Base Costs	70	70	70	70	7120,230	7233,100	7100,077	7,20,020
Activities	\$7,680								
Family Engagement	Base Costs \$12,000								
	312,000			NDIRECT COS	272			<u> </u>	<u> </u>
Indirect Costs						<u> </u>			
(not to exceed 15%)	15%	\$92,325	\$90,882	\$93,314	\$95,927	\$368,818	\$567,595	\$464,225	\$2,145,532
Grand Total:	N/A	\$707,825	\$696,764	\$715,411	\$735,437	\$2,827,604	\$4,351,565	\$6,414,494	\$16,449,100

Expansion Staff notes:

Expansion Includes COLA increase for existing staff

* Executive Director - increased from .5FTE to .75FTE for expansion

**Program Director - 2FTE funded in FY 23-24, 4FTE funded in FY 24-25, 5FTE funded in FY 25-26

***Program Manager - 1FTE funded FY 23-24, 1FTE FY 24-25, 3FTE funded FY 25-26

****Parent/caregiver engagement specialist - 2FTE funded in FY 23-24, 4FTE funded in FY 24-25, 5 FTE funded in FY 25-26

^{*****}Friends - 12FTE funded in FY 23-24, 19FTE funded in FY 24-25, 28FTE funded in FY 25-26

EXHIBIT B - 10 (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. <u>Travel</u>

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-9 (Professional Mentoring Services) Statement of Work.

D. <u>Information Technology and Database</u>

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-LA is solely responsible to comply with all applicable State and Federal regulations affecting the maintenance and transmittal of electronic information.

E. Hiring, Staff Development and Background Screening

Each FOTC-LA staff performing services, who is in a designated sensitive position, shall undergo and pass a background investigation to the satisfaction of FOTC-LA as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of FOTC-LA, regardless of whether the member of FOTC-LA passes or fails the background investigation. Hiring fees also include training for First Aid and CPR Certification and any associated re-

screening or recertification fees for both background checks and First Aid / CPR recertification. Staff development fees include any necessary costs related to ongoing training relevant to the performance of job duties.

F. Facilities

The expense is based on a monthly amount of \$1200 for new sites, which covers a "Clubhouse" space and any necessary facility rentals for special events (such as at a park or community center). Direct services to youth often occur within the FOTC-LA office or "Clubhouse" spaces. While most of the square footage and resources within the Clubhouse are allocated for direct service, a small portion of the space supports the FOTC-LA administrative team and operations.

G. Youth and Friend Activities

FOTC-LA allocates \$30 per month for each child to cover potential costs associated each time Friends meet with them in person for weekly outings — typically for food and snacks, fees for museums and shows—as well as annual dues for sports teams, Boys and Girls Clubs, and enrichment activities.

FOTC-LA allocates \$50 per month for each Friend to cover potential costs associated with Friends accompanying a child on an outing.

H. Family Engagement

FOTC-LA hosts regular engagement opportunities for caregivers to be involved and to build a community with other caregivers, to receive training, or to provide incentives to celebrate their work and accomplishments as caregivers. This expense will additionally support families who need additional assistance during times of crisis and instability. This support may include help with housing (including motel vouchers), gas cards, food, and basic supplies.

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-9.

IV. PAYMENT PROCEDURES

For all services, FOTC-LA must submit monthly invoices (see Attachment 1) for actual costs and fees incurred for services provided under Exhibit A-9 (Professional Mentoring Services) Statement of Work. FOTC-LA 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-LA 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 "retrodelete" (overpayment) or "retro-add" (underpayment), the adjustment will be shown and included in FOTC-LA's 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: Accounts Payable Section -Vendor Payment Unit APSVPUInquiries@dmh.lacounty.gov

Upon receipt of invoices from FOTC-LA, 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-LA 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-LA. County shall send payment to:

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

FOTC – Los Angeles

Date Submitted:							
Invoice Number:							
То:	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 FOT	C-Los Angeles Staff						
Signature		_					



DEPARTMENT OF MENTAL HEALTH

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LISA H. WONG, Psy.D. Director

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

Connie D. Draxler, M.P.A. Acting Chief Deputy Director

February 29, 2024

TO:

Supervisor Lindsey P. Horvath, Chair

Supervisor Hilda L. Solis Supervisor Holly J. Mitchell Supervisor Janice Hahn Supervisor Kathryn Barger

FROM:

Lisa H. Wong, Psy.D.

Director

SUBJECT:

REQUEST AN EXEMPTION TO BOARD POLICY NO. 5.120 FOR

Draxler D. Draxler

THE EXISTING CONTRACT WITH FRIENDS OF THE CHILDREN-LOS ANGELES THAT PROVIDE PROFESSIONAL MENTORING

SERVICES

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.120 (Authority to Approve Increases to Board Approved Contract Amounts), the Department of Mental Health (DMH) is notifying your Board of our Department's intent to request an exemption to the delegated authority limitations under Board Policy No. 5.120 for the existing Contract with Friends of the Children-Los Angeles (FOTC-LA). DMH requests delegated authority for a 20 percent increase of the applicable Total Contract Amount (TCA) for the entire term of the Contract with FOTC-LA ending June 30, 2026, including one optional extension period.

JUSTIFICATION

On November 12, 2019, DMH entered into a Contract with FOTC-LA in accordance with the May 28, 2019, Board Motion 34-B. On June 27, 2023, your Board adopted the Motion – Implementing the Further Countywide Expansion of Mentorship Programs Serving Black Girls and Other At-Risk Children, which authorized the Director to sign and execute an amendment to the FOTC-LA Contract, to extend the term of the contract through June 30, 2026, with one optional extension period. In the said motion, DMH inadvertently stated the TCA for the term of the contract as \$13,593,663 instead of \$16,449,100 and stated the delegated authority at 10 percent. On March 19, 2024, DMH intends to return

Each Supervisor February 29, 2024 Page 2

to your Board for authority to amend the Contract with FOTC-LA and add the variance of \$2,855,437 into the contract, and request 20 percent delegated authority as was in the original Board Motion 34-B. The authority to increase the percentage exceeding ten percent allows DMH to amend the FOTC contract in a timely manner for the continuous provision and expansion of professional mentoring services.

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5.120 (Authority to Approve Increases to Board-Approved Contract Amounts), DMH is required to notify your Board at least two weeks prior to Board meeting at which the request to exceed 10 percent of the TCA will be presented. 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.

If you have any questions, or require additional information, please contact me at LWong@dmh.lacounty.gov or (213) 947-6670, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at SKrikorian@dmh.lacounty.gov or (213) 943-9146.

LHW:CDD:KN SK:CM:atm

c: Executive Office, Board of Supervisors Chief Executive Office County Counsel