



FESIA A. DAVENPORT  
Chief Executive Officer

## County of Los Angeles Health and Mental Health Services

**DATE:** Wednesday, January 12, 2022  
**TIME:** 10:30 a.m.

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.**

**TO PARTICIPATE IN THE MEETING, PLEASE CALL AS FOLLOWS:**

**DIAL-IN NUMBER: 1 (323) 776-6996**

**CONFERENCE ID: 322130288#**

**[MS Teams link](#) (Ctrl+Click to Follow Link)**

### **AGENDA**

Members of the Public may address the Health and Mental Health Services Meeting on any agenda item. Two (2) minutes are allowed for each item.

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL \*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

- I. Call to order
- II. **Information Item(s)** (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):
  - a. **DHS:** Request Approval to Accept Compromise Offers of Settlement for Patients who Received Medical Care at either County Facilities and/or at Non-County Operated Facilities Under the Trauma Center Service Agreement
  - b. **DPH:** Approval to Execute an Amendment to Child Passenger Safety Training Contract Number PH-004186 with SafetyBeltSafe U.S.A (#6107)
  - c. **DPW/DPH:** DPH Emergency Power Generator Projects
- III. **Presentation Item(s):**

- a. **DMH:** Approval to Execute a Memorandum of Understanding with the California Department of State Hospitals and the California Mental Health Services Authority for the Purchase of State Hospital Beds for Fiscal Year 2021-22
- b. **DPH:** Authorization to Accept and Sign a Forthcoming Allocation Agreement and Future Agreements and Related Amendments from the California Department of Public Health to Support Tobacco Control and Prevention Program Services (#6126)
- c. **DPH:** Approval to Execute a Contract with Focus Language International, Inc. dba Focus Interpreting for Language Services for Ryan White Program Eligible Persons Living with HIV (#6023)

#### **IV. NOTICE OF CLOSED SESSION**

##### **CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – (Set for 11:00 am)**

Subdivision (1) of Government Code Section 54956.9

Deborah Connaughton v. COLA, et al.

LASC Case No. 19STCV01073

Department: Health Services

##### **CS-2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION – (Set for 11:30 am)**

(Government Code Section 54956.9, subdivision (a))

Claudia Chavez v. County of Los Angeles, et al.

U.S. District Court Case No. 2:19-CV-10735-JAK-RAO

Department: Health Services

- V. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting
- VI. Items not on the posted agenda for matters requiring immediate action because of an emergency situation, or where the need to take immediate action came to the attention of the Department subsequent to the posting of the agenda
- VII. Public Comment
- VIII. Adjournment

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/12/2022	
<b>BOARD MEETING DATE</b>	1/25/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Health Services (DHS)	
<b>SUBJECT</b>	REQUEST TO ACCEPT COMPROMISE OFFERS OF SETTLEMENT FOR PATIENTS SEEN UNDER THE TRAUMA CENTER SERVICE AGREEMENT.	
<b>PROGRAM</b>	Health Services	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Not Applicable	
<b>COST &amp; FUNDING</b>	Total cost: \$0.00	Funding source: Not Applicable
	TERMS (if applicable): Not Applicable	
	Explanation: There is no net cost to the County	
<b>PURPOSE OF REQUEST</b>	<p>Requesting Board approval for the acceptance of compromise offers of settlement for patient accounts that are unable to be paid in full. The payments will replenish the Los Angeles County Trauma Funds.</p> <p>The Board is being asked to authorize the Director, or designee, to accept the attached compromise offers of settlement, pursuant to Section 1473 of the Health and Safety Code. This will expedite the County's recovery of revenue totaling \$29,500.00 for medical care provided at LAC+USC MC and Rancho Los Amigos NRC.</p>	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The acceptance of the attached compromise settlements will help maximize net revenues and will help DHS meet its' budgeted revenue amounts.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: DHS, Virginia Perez, Associate Hospital Administrator II, (626) 525-6077 virperez@dhs.lacounty.gov County Counsel, Kelly Hassel, Deputy County Counsel, (213) 974-1803 khassel@counsel.lacounty.gov	

January 25, 2022

DRAFT  
DHS Letterhead

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

Dear Supervisors:

**REQUEST TO ACCEPT COMPROMISE OFFERS OF SETTLEMENT  
FOR PATIENTS SEEN UNDER THE  
TRAUMA CENTER SERVICE AGREEMENT  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

To request Board approval for the Director of Health Services, or designee, to accept compromise offers of settlement for patients who received medical care at either County facilities and/or at non-County operated facilities under the Trauma Center Service Agreement. The compromise offers of settlement referenced below are not within the Director's authority to accept.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Authorize the Director of Health Services (Director), or designee, to accept the attached compromise offers of settlement, pursuant to Section 1473 of the Health and Safety Code, for the following individual accounts:

Patients who received medical care at County facilities:

LAC+USC Medical Center – Account Number 100145682 in the amount of \$25,000.00.

Rancho Los Amigos National Rehabilitation Center – Account Number 101774878 in the amount of \$4,500.00.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Patients who received medical care at County facilities: The compromise offer of settlement for these patient accounts is recommended because the patients are unable to pay the full amount of charges and the compromise offers represent the maximum amount the Department of Health Services (DHS) was able to negotiate or was offered.

The best interest of the County would be served by approving the acceptance of these compromises, as it will enable the DHS to maximize net revenue on these accounts.

### **Implementation of Strategic Plan Goals**

The recommended actions will support Strategy III.3 “Pursue for Operational Effectiveness, Fiscal Responsibility, and Accountability” of the County’s Strategic Plan.

### **FISCAL IMPACT/FINANCING**

This will expedite the County’s recovery of revenue totaling approximately \$29,500.00  
There is no net cost to the County.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Under County Code Chapter Section 2.76.046, the Director, or designee, has the authority to reduce patient account liabilities by the greater of i) \$15,000, or ii) \$75,000 or 50 percent of the account balance, whichever is less. Any reduction exceeding the Director’s, or designee’s, authority requires Board approval.

On January 15, 2002, the Board adopted an ordinance granting the Director, or designee, authority to compromise or reduce patient account liabilities when it is in the best interest of the County to do so.

On November 1, 2005, the Board approved a revised ordinance granting the Director, or designee, authority to reduce, on an account specific basis, the amount of any liability owed to the County which relates to medical care provided by third parties for which the County is contractually obligated to pay and related to which the County has subrogation or reimbursement rights. The revised ordinance was adopted by the Board on December 8, 2005.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Maximizing net revenues on patients who received medical care at County facilities will help DHS meet its budgeted revenue amounts. All payments received for the trauma accounts (non-County facilities) will replenish the Los Angeles County Trauma Funds.

The Honorable Board of Supervisors  
January 25, 2022  
Page 3

Respectfully submitted,

Christina R. Ghaly, M.D.  
Director

CRG:ANW:VP

Enclosures (2)

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

**DATA FOR COMPROMISE SETTLEMENT**

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES  
TRANSMITTAL 22-01-A

Amount of Aid	\$181,501.00	Account Number	100145682
Amount Paid	\$0.00	Name	Adult Male
Balance Due	\$181,501.00	Service Date	11/09/2015 – 08/20/2019
Compromise Amount Offered	\$25,000.00	Facility	LAC+USC Medical Center
Amount to be Written Off	\$156,501.00	Service Type	Inpatient

**JUSTIFICATION**

The patient was treated at LAC+USC Medical Center at a cost of \$181,501.00. The account was referred to the County vendor whom was able to negotiate the payment of \$25,000.00 for this account.

This compromise offer of settlement is recommended because it represents the maximum amount the County vendor was able to negotiate for payment.

**DATA FOR COMPROMISE SETTLEMENT**

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES  
TRANSMITTAL 22-01-B

Amount of Aid	\$210,775.00	Account Number	101774878
Amount Paid	0.00	Name	Adult Male
Balance Due	\$210,775.000	Service Date	2/15/2020 & 05/12/2020
Compromise Amount Offered	\$4,500.00	Facility	Rancho Los Amigos National Rehabilitation Center
Amount to be Written Off	\$206,275.00	Service Type	Inpatient

**JUSTIFICATION**

The patient was treated at Rancho Los Amigos National Rehabilitation Center at a total cost of \$210,775.00. The patient has a total of \$223,206.00 in medical bills and attorney fees.

The attorney has settled the case in the amount of \$15,000.00. Due to the low recovery and the insufficient funds to fully satisfy all liens and fees the attorney proposes the following disbursement:

<b>Disbursements</b>	<b>Total Claim</b>	<b>Proposed Settlement</b>	<b>Percent of Settlement</b>
Attorney Fees	\$5,000.00	\$5,000.00	33.33%
Attorney Cost	\$0.00	\$0.00	0.00%
Other lien holders	\$7,431.00	\$500.00	3.33%
Los Angeles Department of Health Services (Rancho Los Amigos NRC)	\$210,775.00	\$4,500.00	30.00%
Net to Client (Heirs)	\$0.00	\$5,000.00	33.33%
<b>Total</b>	<b>\$223,206.00</b>	<b>\$15,000.00</b>	<b>100.00%</b>



# BOARD LETTER/MEMO CLUSTER FACT SHEET

# DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/12/2022	
<b>BOARD MEETING DATE</b>	1/25/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Health	
<b>SUBJECT</b>	Approval To Execute An Amendment To Child Passenger Safety Training Contract Number Ph-004186 With SafetyBeltSafe U.S.A	
<b>PROGRAM</b>	Division of Chronic Disease and Injury Prevention	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	Total cost: \$69,540 (addition funding)	Funding source: State of California Office of Traffic Safety Funding
	TERMS (if applicable): October 1, 2021 through September 30, 2022	
	Explanation: To increase the contract annual maximum obligation by \$69,540 from \$14,995 to \$84,535	
<b>PURPOSE OF REQUEST</b>	Approve and instruct the Director of Public Health, or designee, to execute a contract amendment to Child Passenger Safety Training Contract Number PH-004186 with SafetyBeltSafe U.S.A., to increase the contract annual maximum obligation by \$69,540 from \$14,995 to \$84,535 effective upon execution for the budget period of October 1, 2021 through September 30, 2022.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Public Health's CPS Program works is a multi-disciplinary effort designed to reduce and prevent automobile crash injuries among children 16 years of age and younger throughout Los Angeles County (LAC). Public Health works in partnership with other government agencies and dedicated private sector business to prevent or reduce the number of injuries and deaths associated with the non-use or improper use of child passenger safety restraint systems. Under the recommended amendment SafetyBeltSafe U.S.A. will expand providing trainings using approved curriculum to build up the CPS technician pool base in LAC, to educate parents and caregivers.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The recommended action supports Strategy II.2 – Support the Wellness of our Communities and Board Priority #1: Child Protection by aiming to ensure that children are free from abuse and raised in nurturing, safe environments.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a> Tony Kuo, M.D., M.S.H.S., DCDIP Director, (213) 351-7341 <a href="mailto:tkuo@ph.lacounty.gov">tkuo@ph.lacounty.gov</a> William Birnie, Senior Deputy County Counsel, (213) 972-5717 <a href="mailto:wbirnie@counsel.lacounty.gov">wbirnie@counsel.lacounty.gov</a>	



DRAFT



**BARBARA FERRER, Ph.D., M.P.H., M.Ed.**  
Director

**MUNTU DAVIS, M.D., M.P.H.**  
County Health Officer

**MEGAN McCLAIRE, M.S.P.H.**  
Chief Deputy Director

313 North Figueroa Street, Room 806  
Los Angeles, California 90012  
TEL (213) 288-8117 • FAX (213) 975-1273

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)

**BOARD OF SUPERVISORS**

**Hilda L. Solis**  
First District

**Holly J. Mitchell**  
Second District

**Sheila Kuehl**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

January 25, 2022

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

Dear Supervisors:

**APPROVAL TO EXECUTE AN AMENDMENT TO CHILD PASSENGER SAFETY  
TRAINING CONTRACT NUMBER PH-004186 WITH SAFETYBELTSAFE U.S.A  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute a contract amendment to the Child Passenger Safety Training Contract with SafetyBeltSafe U.S.A., to increase the contractual maximum obligation effective upon execution for the period of October 1, 2021 through September 30, 2022.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute a contract amendment, substantially similar to Exhibit I, to Child Passenger Safety Training Contract Number PH-004186 with SafetyBeltSafe U.S.A. to increase the contract annual maximum obligation by \$69,540 from \$14,995 to \$84,535 effective upon execution for the period of October 1, 2021 through September 30, 2022; 100 percent offset by the National Highway Traffic and Safety Administration, Catalog of Federal Domestic Assistance Number 20.616 funding passed through the State of California Office of Traffic Safety (OTS).

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Child Passenger Safety (CPS) Program is a multi-disciplinary effort designed to reduce and prevent automobile crash injuries among children 16 years of age and younger throughout Los Angeles County (LAC). The CPS Program works in partnership with community-based organizations, County facilities, and local hospitals to distribute child safety seats to low-income families in LAC.

The CPS Program includes training local social service staffers to become CPS technicians, so they may become a community resource and provide tailored and culturally competent presentations to their clients. CPS technicians are car seat experts who have taken a 40-hour class with curriculum written by National Highway Traffic Safety Administration in collaboration with National CPS Board and Safe Kids Worldwide. CPS technicians are trained on various car seats, installation options, vehicle differences, harnessing procedures and more, including hands-on exercises/training.

Under the Child Passenger Safety Training Contract, SafetyBeltSafe U.S.A. provides CPS training/workshops to agencies affiliated with the Public Health CPS Program to increase the pool of available CPS technicians in LAC. These trainings/workshops are intended to deliver a specific skillset to County staff and Public Health partner agency staff to become a CPS technician and/or to assist the agency in maintaining active certification of its workforce.

Public Health is returning to your Board to request approval to execute an amendment to the Child Passenger Safety Training Contract with SafetyBeltSafe U.S.A., as the additional funding exceeds our current delegated authority approved by the Chief Executive Office (CEO) on March 31, 2020.

Approval of the Recommendation will allow Public Health to amend Contract Number PH-004186 with SafetyBeltSafe U.S.A. to provide additional CPS trainings/workshops to increase the pool of CPS technicians. These training will also address changes to State law passed in January 2017 that require keeping children rear-facing until age two or until the child weighs 40 pounds.

## **Implementation of Strategic Goals**

The recommended action supports Strategy II.2, Support the Wellness of Our Communities, of the County's Strategic Plan.

## **FISCAL IMPACT/FINANCING**

The recommended amendment will increase the current funding for the period of October 1, 2021 through September 30, 2022 by \$69,540 from \$14,995 to \$84,535; 100 percent offset by the State of California OTS.

There is no net County cost associated with this action. Funding is included in Public Health's Adopted Budget for fiscal year (FY) 2021-22 and will be included in future FYs as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

County Counsel has reviewed and approved Exhibit I as to form.

### **CONTRACTING PROCESS**

On March 31, 2020, the CEO exercised Board delegated authority and approved Public Health to execute a contract with SafetyBeltSafe U.S.A. selected under an Invitation for Bids solicitation, to provide and implement CPS trainings/workshops, effective upon execution through September 30, 2022; and, delegated authority to execute amendments to extend the term through September 30, 2024 and make necessary funding adjustments up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended action will allow Public Health to continue efforts to increase the pool of available CPS technicians to educate parents and caregivers to help reduce the number of motor vehicle occupant-related fatalities and hospitalization among children in LAC.

Respectfully submitted,

Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

BF:rh  
BL #06107

Enclosure

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/12/2022	
<b>BOARD MEETING DATE</b>	1/25/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works and Public Health	
<b>SUBJECT</b>	DPH Emergency Power Generator Projects	
<b>PROGRAM</b>	Public Health	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Grant deadline for completion of improvements is October 2023.	
<b>COST &amp; FUNDING</b>	Total cost: \$2,475,000	Funding source: CAL OES Grant (\$1,856,000) and County NCC (\$619,000)
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Establish and approve nine DPH Emergency Power Generator Projects and authorize Public Works to deliver the projects using a Board-approved Job Order Contract.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	On 8/6/2019, Public Health accepted a subaward from the California Governor's Office of Emergency Services (Cal OES) for a Hazard Mitigation Grant to support the purchase and installation of 9 backup generators at 9 Public Health Centers (PHC) in an anticipated amount of \$1,856,000 with a County NCC match requirement of \$619,000 covered by PH. The proposed projects will consist of remodeling and retrofitting the building electrical system at each of the nine PHC's to incorporate a permanent emergency power generator that will provide auxiliary power to ensure proper refrigeration storage of vaccines, medications, and test samples during unexpected short-term rolling or long-term power outages.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: N/A Board letter is related to construction projects.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Priority 2: Alliance for Health Integration by investing in public infrastructure that will improve public health services and facilities for Los Angeles County residents.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Gil Garcia (PW), Principal Engineer, (626)300-2310, <a href="mailto:ggarcia@pw.lacounty.gov">ggarcia@pw.lacounty.gov</a> Grace Camacho (PH), Chief Facilities Management, (213) 974-8465, <a href="mailto:gcamacho@ph.lacounty.gov">gcamacho@ph.lacounty.gov</a> Lorena Gomez (CEO), Senior Analyst, CEO, (213) 202-5823, <a href="mailto:lgomez@ceo.lacounty.gov">lgomez@ceo.lacounty.gov</a>	

January 25, 2022

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

Dear Supervisors:

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
DEPARTMENT OF PUBLIC HEALTH  
EMERGENCY POWER GENERATOR PROJECTS  
ESTABLISH AND APPROVE CAPITAL PROJECTS AND BUDGETS  
APPROVE APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2021-22  
APPROVE USE OF JOB ORDER CONTRACT  
(FISCAL YEAR 2021-22)  
(ALL SUPERVISORIAL DISTRICTS)  
(4 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of nine Department of Public Health Emergency Power Generator Projects with an aggregate total project cost of \$2,475,000; and authorization to deliver the proposed projects using a Board-approved Job Order Contract.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the nine proposed Department of Public Health Emergency Power Generator Projects are exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the projects.
2. Establish and approve Capital Projects and budgets for the following nine Public Health Emergency Power Generator Projects: Antelope Valley Public Health Center, Capital Project No. 87804, with a budget of \$299,000; Glendale Public Health Center, Capital Project No. 87805, with a budget of \$272,000; Hollywood/Wilshire Public Health Center, Capital Project No. 87806, with a budget of \$272,000; Monrovia Public Health Center, Capital Project No. 87807, with a budget of \$272,000; Pacoima Public Health Center, Capital Project No. 87808, with a budget of \$272,000; Pomona Public Health Center, Capital Project No. 87809, with a budget of \$272,000; Ruth Temple Public Health Center, Capital Project No. 87810, with a budget of \$272,000; Simms/Mann Health and Wellness

Center, Capital Project No. 87811, with a budget of \$272,000; and Whittier Public Health Center, Capital Project No. 87812, with a budget of \$272,000.

3. Approve the appropriation adjustment in the amount of \$2,475,000 transferring \$619,000 in net County cost from Public Health's Operating Budget and appropriating \$1,856,000 in grant revenue from the California Governor's Office of Emergency Management Hazard Mitigation Grant Program to fully fund the projects.
4. Authorize the Director of Public Works or his designee to deliver the projects using a Board-approved Job Order Contract.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will find the nine Department of Public Health Emergency Power Generator Projects are exempt from the California Environmental Quality Act (CEQA); approve the capital projects, budgets, and appropriation adjustment; and authorize Public Works to deliver the projects using a Board-approved Job Order Contract (JOC).

On August 6, 2019, the Board authorized Public Health to submit the necessary applications to accept grant funds from the U.S Department of Homeland Security, Federal Emergency Management Agency (FEMA), with an Assistance Listing Number (ALN) 97.039 and passing through the California Governor's Office of Emergency Management (CAL OES), to procure and install emergency power generators at 11 Public Health facilities, including 10 Public Health Centers and 1 Public Health satellite clinic, to provide back-up power in the event of outages. Public Health was awarded and accepted \$2,250,000 in grant funds from CAL OES with a County funding match requirement of \$750,000, funded by net County cost (NCC), for a total of \$3,000,000. Subsequently, after further investigation, it was determined that emergency power generators will no longer be required at the Central Public Health Center and the Public Health satellite clinic, thus the revised CAL OES grant to be accepted is \$1,856,000 with a revised County funding matching requirement of \$619,000, funded by NCC, for a total of \$2,475,000 to complete the emergency power generators for the nine remaining Public Health facilities. The grant deadline for completion of the improvements is October 2023.

The proposed projects will consist of remodeling and retrofitting the building electrical system at each of the nine Public Health Centers to incorporate a permanent emergency power generator that will provide auxiliary power to ensure proper refrigeration storage of vaccines, medications, and test samples during unexpected short-term rolling or

long-term power outages. The permanent on-site generators will be located adjacent to the exterior of the buildings in a dedicated space with a chain link fence enclosure.

Public Works will utilize in-house design staff to complete the design and is seeking approval from the Board to complete the construction using a Board-approved JOC.

Construction of the proposed projects is scheduled to begin in May 2022 and be completed by December 2022.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets by investing in public infrastructure that will improve public health services and facilities for Los Angeles County residents.

### **FISCAL IMPACT/FINANCING**

The aggregate total cost for the proposed projects is \$2,475,000, including plans and specifications, consultant services, construction, change order contingency, and County services. The Project Schedule and Budget Summary for each of the projects are included in Enclosure A.

The proposed projects are fully funded by the Hazard Mitigation Grant Program award from CAL OES in the anticipated amount of \$1,856,000 and a County funding match of \$619,000 to be funded with NCC. Enclosure B includes the funding breakdown and cashflow for each of the projects.

Public Health expended \$5,000 from its Operating Budget in Fiscal Year 2020-21 to have Public Works initiate the design effort for the projects.

Approval of the Fiscal Year 2021-22 appropriation adjustment in the amount of \$2,475,000 (Enclosure C) will authorize the transfer of \$619,000 of County match NCC appropriation from Public Health's Operating Budget and will appropriate \$1,856,000 in grant revenue from the CAL OES Hazard Mitigation Grant Program to fully fund the proposed projects in the respective amounts reflected in Enclosure B.



### Operating Budget Impact

Public Health anticipates additional operational costs associated with annual maintenance and testing of the emergency power generators and will fund these additional costs within existing budgetary resources.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Public Health Centers are essential facilities that provide critical public health and clinical services, such as vaccinations and laboratory tests, as well as health education and outreach to over 10 million County residents. In addition, these facilities provide essential services in response to public health emergencies and natural disasters. The facilities require refrigeration to ensure proper storage of vaccines, medications, and test samples.

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the proposed projects are exempt from the Civic Art Allocation as the eligible costs for each project are less than \$500,000.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, for projects with a total budget less than \$500,000, the proposed projects will not include Local Worker Hiring requirements.

### **ENVIRONMENTAL DOCUMENTATION**

The nine separate proposed projects are categorically exempt from CEQA. The projects consist of remodeling and retrofitting the building electrical systems at each of the nine Public Health Centers to incorporate a permanent emergency power generator. The projects are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Sections 15301 (a) and (d); 15302 (c); 15303 (e); and 15311 of the State CEQA Guidelines and Classes 1 (d), (i), and (m); 2 (e); 3 (b); and 11 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

Additionally, each of the nine proposed projects will comply with all applicable regulations, are not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the projects may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable based on the record of the proposed projects.

The Honorable Board of Supervisors  
January 25, 2022  
Page 5

Upon the Board's approval of the projects, Public Works will file a Notice of Exemption for the projects with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the Public Resources Code.

### **CONTRACTING PROCESS**

Public Works will complete the design with in-house staff and is recommending the use of a Board-approved JOC to complete construction of the projects.

The project scopes include alteration work and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the projects.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will have no impact on current County services or projects. The Public Health Centers will remain operational during construction, and the contractor will be required to phase and coordinate construction activities with the County to minimize disruption of public access and services at the facilities.

### **CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:LR:cg

Enclosures

c: Department of Arts and Culture (Civic Art Division)  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Department of Public Health

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
DEPARTMENT OF PUBLIC HEALTH  
EMERGENCY POWER GENERATOR PROJECTS  
ESTABLISH AND APPROVE CAPITAL PROJECTS AND BUDGETS  
APPROVE APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2021-22  
APPROVE USE OF JOB ORDER CONTRACT  
(FISCAL YEAR 2021-22)  
(ALL SUPERVISORIAL DISTRICTS)  
(4 VOTES)**

**ANTELOPE VALLEY PUBLIC HEALTH CENTER (CP No. 87804)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	01/26/22
Jurisdictional Approvals	02/28/22
Construction Award	04/20/22
Construction Start	05/26/22
Substantial Completion	09/14/22
Project Acceptance	10/26/22

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Budget</b>
<b>Hard Costs</b>	
Construction	\$ 219,000
Change Order Contingency	\$ 5,000
<b>Hard Costs Subtotal</b>	<b>\$ 224,000</b>
<b>Soft Costs</b>	
Plans and Specifications	\$ 35,000
Consultant Services	\$ 14,000
Miscellaneous Expenditures	\$ 1,000
Jurisdictional Review/Plan Check/Permits	\$ 4,000
County Services	\$ 21,000
<b>Soft Costs Subtotal</b>	<b>\$ 75,000</b>
<b>TOTAL</b>	<b>\$ 299,000</b>

**GLENDALE PUBLIC HEALTH CENTER (CP No. 87805)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	05/31/22
Jurisdictional Approvals	06/28/22
Construction Award	08/23/22
Construction Start	08/31/22
Substantial Completion	12/21/22
Project Acceptance	02/02/23

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Budget</b>
<b>Hard Costs</b>	
Construction	\$ 196,500
Change Order Contingency	\$ 5,500
<b>Hard Costs Subtotal</b>	<b>\$ 202,000</b>
<b>Soft Costs</b>	
Plans and Specifications	\$ 30,000
Consultant Services	\$ 14,000
Miscellaneous Expenditures	\$ 1,000
Jurisdictional Review/Plan Check/Permits	\$ 4,000
County Services	\$ 21,000
<b>Soft Costs Subtotal</b>	<b>\$ 70,000</b>
<b>TOTAL</b>	<b>\$ 272,000</b>

**HOLLYWOOD PUBLIC HEALTH CENTER (CP No. 87806)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	01/26/22
Jurisdictional Approvals	02/28/22
Construction Award	04/20/22
Construction Start	05/26/22
Substantial Completion	09/14/22
Project Acceptance	10/26/22

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Budget</b>
<b>Hard Costs</b>	
Construction	\$ 196,500
Change Order Contingency	\$ 5,500
<b>Hard Costs Subtotal</b>	<b>\$ 202,000</b>
<b>Soft Costs</b>	
Plans and Specifications	\$ 30,000
Consultant Services	\$ 14,000
Miscellaneous Expenditures	\$ 1,000
Jurisdictional Review/Plan Check/Permits	\$ 4,000
County Services	\$ 21,000
<b>Soft Costs Subtotal</b>	<b>\$ 70,000</b>
<b>TOTAL</b>	<b>\$ 272,000</b>

**MONROVIA PUBLIC HEALTH CENTER (CP No. 87807)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	01/26/22
Jurisdictional Approvals	02/28/22
Construction Award	04/20/22
Construction Start	05/26/22
Substantial Completion	09/14/22
Project Acceptance	10/26/22

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Budget</b>
<b>Hard Costs</b>	
Construction	\$ 196,500
Change Order Contingency	\$ 5,500
<b>Hard Costs Subtotal</b>	<b>\$ 202,000</b>
<b>Soft Costs</b>	
Plans and Specifications	\$ 30,000
Consultant Services	\$ 14,000
Miscellaneous Expenditures	\$ 1,000
Jurisdictional Review/Plan Check/Permits	\$ 4,000
County Services	\$ 21,000
<b>Soft Costs Subtotal</b>	<b>\$ 70,000</b>
<b>TOTAL</b>	<b>\$ 272,000</b>

**PACOIMA PUBLIC HEALTH CENTER (CP No. 87808)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	01/26/22
Jurisdictional Approvals	02/28/22
Construction Award	04/20/22
Construction Start	05/26/22
Substantial Completion	09/14/22
Project Acceptance	10/26/22

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Budget</b>
<b>Hard Costs</b>	
Construction	\$ 196,500
Change Order Contingency	\$ 5,500
<b>Hard Costs Subtotal</b>	<b>\$ 202,000</b>
<b>Soft Costs</b>	
Plans and Specifications	\$ 30,000
Consultant Services	\$ 14,000
Miscellaneous Expenditures	\$ 1,000
Jurisdictional Review/Plan Check/Permits	\$ 4,000
County Services	\$ 21,000
<b>Soft Costs Subtotal</b>	<b>\$ 70,000</b>
<b>TOTAL</b>	<b>\$ 272,000</b>

**POMONA PUBLIC HEALTH CENTER (CP No. 87809)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	05/31/22
Jurisdictional Approvals	06/28/22
Construction Award	08/23/22
Construction Start	08/31/22
Substantial Completion	12/21/22
Project Acceptance	02/02/23

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Budget</b>
<b>Hard Costs</b>	
Construction	\$ 196,500
Change Order Contingency	\$ 5,500
<b>Hard Costs Subtotal</b>	<b>\$ 202,000</b>
<b>Soft Costs</b>	
Plans and Specifications	\$ 30,000
Consultant Services	\$ 14,000
Miscellaneous Expenditures	\$ 1,000
Jurisdictional Review/Plan Check/Permits	\$ 4,000
County Services	\$ 21,000
<b>Soft Costs Subtotal</b>	<b>\$ 70,000</b>
<b>TOTAL</b>	<b>\$ 272,000</b>



**RUTH TEMPLE PUBLIC HEALTH CENTER (CP No. 87810)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	05/31/22
Jurisdictional Approvals	06/28/22
Construction Award	08/23/22
Construction Start	08/31/22
Substantial Completion	12/21/22
Project Acceptance	02/02/23

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Budget</b>
<b>Hard Costs</b>	
Construction	\$ 196,500
Change Order Contingency	\$ 5,500
<b>Hard Costs Subtotal</b>	<b>\$ 202,000</b>
<b>Soft Costs</b>	
Plans and Specifications	\$ 30,000
Consultant Services	\$ 14,000
Miscellaneous Expenditures	\$ 1,000
Jurisdictional Review/Plan Check/Permits	\$ 4,000
County Services	\$ 21,000
<b>Soft Costs Subtotal</b>	<b>\$ 70,000</b>
<b>TOTAL</b>	<b>\$ 272,000</b>

**SIMMS/MANN PUBLIC HEALTH CENTER (CP No. 87811)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	05/31/22
Jurisdictional Approvals	06/28/22
Construction Award	08/23/22
Construction Start	08/31/22
Substantial Completion	12/21/22
Project Acceptance	02/02/23

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Budget</b>
<b>Hard Costs</b>	
Construction	\$ 196,500
Change Order Contingency	\$ 5,500
<b>Hard Costs Subtotal</b>	<b>\$ 202,000</b>
<b>Soft Costs</b>	
Plans and Specifications	\$ 30,000
Consultant Services	\$ 14,000
Miscellaneous Expenditures	\$ 1,000
Jurisdictional Review/Plan Check/Permits	\$ 4,000
County Services	\$ 21,000
<b>Soft Costs Subtotal</b>	<b>\$ 70,000</b>
<b>TOTAL</b>	<b>\$ 272,000</b>

**WHITTIER PUBLIC HEALTH CENTER (CP No. 87812)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	10/28/21*
Jurisdictional Approvals	11/29/21*
Construction Award	01/26/22
Construction Start	05/26/22
Substantial Completion	09/14/22
Project Acceptance	10/26/22

\*Actual Completion Date

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Budget</b>
<b>Hard Costs</b>	
Construction	\$ 196,500
Change Order Contingency	\$ 5,500
<b>Hard Costs Subtotal</b>	<b>\$ 202,000</b>
<b>Soft Costs</b>	
Plans and Specifications	\$ 30,000
Consultant Services	\$ 14,000
Miscellaneous Expenditures	\$ 1,000
Jurisdictional Review/Plan Check/Permits	\$ 4,000
County Services	\$ 21,000
<b>Soft Costs Subtotal</b>	<b>\$ 70,000</b>
<b>TOTAL</b>	<b>\$ 272,000</b>

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC HEALTH  
EMERGENCY POWER GENERATOR PROJECTS  
TOTAL CAPITAL PROJECT BUDGET BY FISCAL YEARS**

No.	Capital Project No.	Funding Source	Facility	Project	Prelim. Assess. Fees Paid Thru. Operating Budget	NCC BA Amount	FY 21-22	Total Combined FY 2021-22	FY 2022-23	Total Budget BA NCC and Grant	Total Capital Project Budget
1	87804	NCC	Antelope Valley Public Health Center 335-B East Avenue K-6, Lancaster, CA 93535	Antelope Valley PHC Emergency Power Generator		75,000	75,000	83,618		75,000	299,000
		Grant					8,618		215,382	224,000	
2	87805	NCC	Glendale Public Health Center 501 N. Glendale Avenue, Glendale, CA 91206	Glendale Public Health Center Emergency Power Generator		68,000	68,000	81,200		68,000	272,000
		Grant					13,200		190,800	204,000	
3	87806	NCC	Hollywood/Wilshire Public Health Center 5205 Melrose Avenue, Los Angeles, CA 90038	Hollywood/Wilshire PHC Emergency Power Generator		68,000	68,000	83,618		68,000	272,000
		Grant					15,618		188,382	204,000	
4	87807	NCC	Monrovia Public Health Center 330 W. Maple Avenue, Monrovia, CA 91016	Monrovia Public Health Center Emergency Power Generator		68,000	68,000	83,618		68,000	272,000
		Grant					15,618		188,382	204,000	
5	87808	NCC	Pacoima Public Health Center 13300 Van Nuys Boulevard, Pacoima, CA 91331	Pacoima Public Health Center Emergency Power Generator		68,000	68,000	83,618		68,000	272,000
		Grant					15,618		188,382	204,000	
6	87809	NCC	Pomona Public Health Center 750 S. Park Avenue, Pomona, CA 91766	Pomona Public Health Center Emergency Power Generator		68,000	68,000	81,200		68,000	272,000
		Grant					13,200		190,800	204,000	
7	87810	NCC	Ruth Temple Public Health Center 3834 S. Western Avenue, Los Angeles, CA 90062	Ruth Temple Public Health Center Emergency Power Generator		68,000	68,000	81,200		68,000	272,000
		Grant					13,200		190,800	204,000	
8	87811	NCC	Simms/Mann Health and Wellness Center 2509 Pico Boulevard, Santa Monica, CA 90405	Simms/Mann Health and Wellness CTR Emergency Power Generator		68,000	68,000	81,200		68,000	272,000
		Grant					13,200		190,800	204,000	
9	87812	NCC	Whittier Public Health Center 7643 South Painter Avenue, Whittier, CA 90602	Whittier Public Health Center Emergency Power Generator	4,812	68,000	68,000	83,459		68,000	272,000
		Grant					15,459		188,541	204,000	
				<b>Subtotal:</b>	<b>4,812</b>	<b>619,000</b>	<b>742,731</b>	<b>742,731</b>	<b>1,732,269</b>	<b>2,475,000</b>	<b>2,475,000</b>
				<b>Project Budet Total:</b>	<b>5,000</b>	<b>619,000</b>	<b>743,000</b>	<b>743,000</b>	<b>1,732,000</b>	<b>2,475,000</b>	

PINK

BA FORM 03252021

BOARD OF SUPERVISORS  
OFFICIAL COPY

December 21, 2021

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF PUBLIC HEALTH

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE****FY 2021-22****4 - VOTES****SOURCES****USES**

BA DETAIL - SEE ATTACHMENT PAGES 1 - 2

BA DETAIL - SEE ATTACHMENT PAGES 1 - 2

**SOURCES TOTAL**

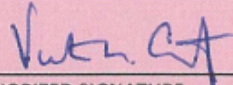
\$ 2,475,000

**USES TOTAL**

\$ 2,475,000

**JUSTIFICATION**

Reflects the increase of \$2,475,000 in appropriation with the transfer of \$619,000 from Public Health Operating Budget and offset with \$1,856,000 revenue by Cal OES grant to fund the following capital project numbers: 87804, 87805, 87806, 87807, 87808, 87809, 87810, 87811, and 87812.

  
 AUTHORIZED SIGNATURE
12/13/2021  
Victor G. Cortez, Chief Financial Officer

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---☐ ACTION☒ RECOMMENDATION☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

AUDITOR-CONTROLLER

BY **Lan Sam**  
Digitally signed by Lan Sam  
Date: 2021.12.13 15:53:35  
+08'00'

CHIEF EXECUTIVE OFFICER

BY **Amir Alam**  
Digitally signed by Amir Alam  
Date: 2021.12.14 13:03:09 +08'00'

B.A. NO. 067

DATE Dec. 13, 2021

DATE 12/14/2021

COUNTY OF LOS ANGELES  
REQUEST FOR APPROPRIATION ADJUSTMENT  
PUBLIC HEALTH

FY 2021-22  
4 - VOTES

SOURCES		USES	
PUBLIC HEALTH		PUBLIC HEALTH	
<b>ANTELOPE VALLEY PHC EMERGENCY POWER GENERATOR</b>		<b>ANTELOPE VALLEY PHC EMERGENCY POWER GENERATOR</b>	
A01-CP-90-8941-65058-87804		A01-CP-6014-65058-87804	
FEDERAL AID-CONSTRUCTION / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
<b>INCREASE REVENUE</b>	<b>224,000</b>	<b>INCREASE APPROPRIATION</b>	<b>299,000</b>
PUBLIC HEALTH		PUBLIC HEALTH	
<b>GLENDALE PUBLIC HEALTH CENTER EMERGENCY POWER GENERATOR</b>		<b>GLENDALE PUBLIC HEALTH CENTER EMERGENCY POWER GENERATOR</b>	
A01-CP-90-8941-65058-87805		A01-CP-6014-65058-87805	
FEDERAL AID-CONSTRUCTION / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
<b>INCREASE REVENUE</b>	<b>204,000</b>	<b>INCREASE APPROPRIATION</b>	<b>272,000</b>
PUBLIC HEALTH		PUBLIC HEALTH	
<b>HOLLYWOOD/WILSHIRE PHC EMERGENCY POWER GENERATOR</b>		<b>HOLLYWOOD/WILSHIRE PHC EMERGENCY POWER GENERATOR</b>	
A01-CP-90-8941-65058-87806		A01-CP-6014-65058-87806	
FEDERAL AID-CONSTRUCTION / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
<b>INCREASE REVENUE</b>	<b>204,000</b>	<b>INCREASE APPROPRIATION</b>	<b>272,000</b>
PUBLIC HEALTH		PUBLIC HEALTH	
<b>MONROVIA PUBLIC HEALTH CENTER EMERGENCY POWER GENERATOR</b>		<b>MONROVIA PUBLIC HEALTH CENTER EMERGENCY POWER GENERATOR</b>	
A01-CP-90-8941-65058-87807		A01-CP-6014-65058-87807	
FEDERAL AID-CONSTRUCTION / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
<b>INCREASE REVENUE</b>	<b>204,000</b>	<b>INCREASE APPROPRIATION</b>	<b>272,000</b>
PUBLIC HEALTH		PUBLIC HEALTH	
<b>PACOIMA PUBLIC HEALTH CENTER EMERGENCY POWER GENERATOR</b>		<b>PACOIMA PUBLIC HEALTH CENTER EMERGENCY POWER GENERATOR</b>	
A01-CP-90-8941-65058-87808		A01-CP-6014-65058-87808	
FEDERAL AID-CONSTRUCTION / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
<b>INCREASE REVENUE</b>	<b>204,000</b>	<b>INCREASE APPROPRIATION</b>	<b>272,000</b>
PUBLIC HEALTH		PUBLIC HEALTH	
<b>POMONA PUBLIC HEALTH CENTER EMERGENCY POWER GENERATOR</b>		<b>POMONA PUBLIC HEALTH CENTER EMERGENCY POWER GENERATOR</b>	
A01-CP-90-8941-65058-87809		A01-CP-6014-65058-87809	
FEDERAL AID-CONSTRUCTION / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
<b>INCREASE REVENUE</b>	<b>204,000</b>	<b>INCREASE APPROPRIATION</b>	<b>272,000</b>
PUBLIC HEALTH		PUBLIC HEALTH	
<b>RUTH TEMPLE PUBLIC HEALTH CENTER EMERGENCY POWER GENERATOR</b>		<b>RUTH TEMPLE PUBLIC HEALTH CENTER EMERGENCY POWER GENERATOR</b>	
A01-CP-90-8941-65058-87810		A01-CP-6014-65058-87810	
FEDERAL AID-CONSTRUCTION / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
<b>INCREASE REVENUE</b>	<b>204,000</b>	<b>INCREASE APPROPRIATION</b>	<b>272,000</b>
PUBLIC HEALTH		PUBLIC HEALTH	
<b>SIMMS/MANN HEALTH AND WELLNESS CTR EMERGENCY POWER GENERATOR</b>		<b>SIMMS/MANN HEALTH AND WELLNESS CTR EMERGENCY POWER GENERATOR</b>	
A01-CP-90-8941-65058-87811		A01-CP-6014-65058-87811	
FEDERAL AID-CONSTRUCTION / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
<b>INCREASE REVENUE</b>	<b>204,000</b>	<b>INCREASE APPROPRIATION</b>	<b>272,000</b>
PUBLIC HEALTH		PUBLIC HEALTH	
<b>WHITTIER PUBLIC HEALTH CENTER EMERGENCY POWER GENERATOR</b>		<b>WHITTIER PUBLIC HEALTH CENTER EMERGENCY POWER GENERATOR</b>	
A01-CP-90-8941-65058-87812		A01-CP-6014-65058-87812	
FEDERAL AID-CONSTRUCTION / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	

COUNTY OF LOS ANGELES  
REQUEST FOR APPROPRIATION ADJUSTMENT  
PUBLIC HEALTH

FY 2021-22  
4 - VOTES

SOURCES

USES

INCREASE REVENUE

204,000

INCREASE APPROPRIATION

272,000

PUBLIC HEALTH

A01-PH-2000-24500

SERVICES & SUPPLIES

DECREASE APPROPRIATION

619,000

SOURCES TOTAL

\$ 2,475,000

USES TOTAL

\$ 2,475,000

# BOARD LETTER/MEMO CLUSTER FACT SHEET

**DRAFT**

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/12/2022							
<b>BOARD MEETING DATE</b>	1/25/2022							
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>							
<b>DEPARTMENT(S)</b>	Mental Health							
<b>SUBJECT</b>	<b>APPROVAL TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF STATE HOSPITALS AND THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY FOR THE PURCHASE OF STATE HOSPITAL BEDS FOR FISCAL YEAR 2021-22</b>							
<b>PROGRAM</b>	State Hospital Beds							
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A							
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A							
<b>COST &amp; FUNDING</b>	<table border="1"> <tr> <td>Total cost: \$78.9 million</td><td>Funding source: 1991 Realignment funds</td></tr> <tr> <td colspan="2">TERMS (if applicable): FY 2021-22</td></tr> <tr> <td colspan="2">Explanation: The FY 2021-22 Final Adopted Budget for State Hospital beds usage is \$78.9 million, fully funded by the 1991 Realignment funds.</td></tr> </table>		Total cost: \$78.9 million	Funding source: 1991 Realignment funds	TERMS (if applicable): FY 2021-22		Explanation: The FY 2021-22 Final Adopted Budget for State Hospital beds usage is \$78.9 million, fully funded by the 1991 Realignment funds.	
Total cost: \$78.9 million	Funding source: 1991 Realignment funds							
TERMS (if applicable): FY 2021-22								
Explanation: The FY 2021-22 Final Adopted Budget for State Hospital beds usage is \$78.9 million, fully funded by the 1991 Realignment funds.								
<b>PURPOSE OF REQUEST</b>	Request approval to execute a MOU with the California Department of State Hospitals (DSH) and the California Mental Health Services Authority (CalMHSA) for the purchase and usage of State hospital beds for FY 2021-22.							
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>Welfare and Institutions Code (WIC) requires cities and counties to reimburse the State for their use of State hospital beds. Under California Government Code, CalMHSA is a Joint Powers Authority formed in 2009 to jointly develop and fund mental health programs on a Statewide, regional, and local basis.</p> <p>On May 11, 2010, the Board authorized DMH to sign the CalMHSA Joint Exercise of Powers Agreement in order to jointly exercise powers with other participating CalMHSA county and city members.</p> <p>Due to the COVID-19 public health crisis, negotiations between DSH and CalMHSA were delayed and DMH recently received the negotiated new Purchase of State Hospital Beds MOU with DSH for FY 2021-22.</p>							
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A							
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how: N/A							
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Stella Krikorian, Division Manager, DMH Contracts Development & Administration Div. (213) 943-9146. <a href="mailto:SKrikorian@dmh.lacounty.gov">SKrikorian@dmh.lacounty.gov</a> Emily Issa, County Counsel. (213) 974-1827. <a href="mailto:EIssa@counsel.lacounty.gov">EIssa@counsel.lacounty.gov</a>							





## 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

January 25, 2022

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

Dear Supervisors:

**APPROVAL TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH  
THE CALIFORNIA DEPARTMENT OF STATE HOSPITALS AND  
THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY FOR THE  
PURCHASE OF STATE HOSPITAL BEDS FOR FISCAL YEAR 2021-22  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to execute a Memorandum of Understanding with the California Department of State Hospitals and the California Mental Health Services Authority for the purchase and usage of State hospital beds for Fiscal Year 2021-22.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Department of Mental Health's Chief Deputy Director (Chief Deputy Director), or designee, to sign a Purchase of State Hospital Beds Memorandum of Understanding (MOU), (Attachment I) with the California Department of State Hospitals (DSH) and the California Mental Health Services Authority (CalMHSA) for Fiscal Year (FY) 2021-22, effective July 1, 2021 through June 30, 2022 to purchase and utilize State hospital beds at rates negotiated by CalMHSA. There is no cost associated with the MOU. The FY 2021-22 Final Adopted Budget for State Hospital beds usage is \$78.9 million, fully funded by the 1991 Realignment funds.
2. Delegate authority to the Chief Deputy Director, or designee, to prepare, sign, and execute amendments to the MOU in Recommendation 1 and execute future MOUs for the next three fiscal years for the purchase and utilization of State hospital beds

on terms negotiated by CalMHSA, provided the amendments and future MOUs will be subject to 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 Chief Deputy Director, or designee, to terminate the MOU described in Recommendation 1 and/or potential future MOUs described in Recommendation 2. The Chief Deputy Director, or designee, will notify the Board and CEO in writing of such termination action.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Due to the COVID-19 public health crisis, negotiations between CalMHSA and the State were delayed and DMH only recently received the MOU for FY 2021-22. The MOU outlines the responsibilities of CalMHSA, DMH, and DSH, and includes the negotiated bed rates.

Board approval of Recommendation 1 will authorize the Chief Deputy Director, or designee, to sign the MOU which will enable DMH to join other counties in purchasing and utilizing State hospital beds at the rate negotiated by CalMHSA.

Board approval of Recommendation 2 will allow DMH to amend the MOU and execute future MOUs on terms negotiated by CalMHSA for the purchase and utilization of State hospital beds as needed.

Board approval of Recommendation 3 will allow DMH to terminate the MOU in a timely manner, as necessary.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with 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**

There is no cost associated with the MOU between DMH, DSH, and CalMHSA. The MOU will enable DMH to continue to join other counties in purchasing and utilizing State hospital bed rates negotiated by CalMHSA.

DMH's FY 2021-22 Final Adopted Budget for State hospital beds is \$78.9 million, fully funded by the 1991 Realignment funds.

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

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Welfare and Institutions Code (WIC) Section 17601 requires cities and counties to reimburse the State for their use of State hospital beds. WIC Sections 4330 through 4335 allow counties, including those counties acting jointly to contract with the DSH for use of State hospital facilities. Under California Government Code Section 6500 et seq, CalMHSA is a Joint Powers Authority formed in 2009 to jointly develop and fund mental health programs on a Statewide, regional, and local basis.

On May 11, 2010, your Board authorized DMH to sign the CalMHSA Joint Exercise of Powers Agreement in order to jointly exercise powers with other participating CalMHSA county and city members, which currently comprises of 58 member counties, including Los Angeles County. CalMHSA provides a mechanism to facilitate the efficient use of resources by maximizing group purchasing power and acts on behalf of member counties in the development of an annual joint purchase agreement with DSH for statewide utilization of State hospital beds, and is responsible for fiscal accountability, ensuring quality of care, and the development of alternatives to State hospitals.

CalMHSA recently notified DMH that CalMHSA has successfully negotiated a new Purchase of State Hospital Beds MOU with DSH for FY 2021-22. The MOU outlines the responsibilities of CalMHSA, DMH, and DSH, covered hospital services, admission and discharge procedures, the bed rates, and other terms and conditions.

The MOU includes a mutual indemnification provision that is within reason and does not significantly impact the County. The MOU (Attachment I) has been reviewed and approved as to form by County Counsel.

The Director of Mental Health currently serves on CalMHSA's Board of Directors, but he is not compensated and does not benefit financially in any way from serving in that position. In addition, the Director did not participate in the approval process for this MOU.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Board approval of the recommended actions will allow DMH to utilize State hospital beds at rates negotiated by CalMHSA for FY 2021-22.

Respectfully submitted,

GREGORY C. POLK  
Chief Deputy Director

The Honorable Board of Supervisors  
January 25, 2022  
Page 4

GCP:SK:RLR  
SC:atm

Attachment

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

DRAFT

**ADMINISTRATIVE SERVICES DIVISION**

1215 O Street, Suite 670  
Sacramento, CA 95814



**Purchase of State Hospital Beds**

**Memorandum of Understanding**

**California Department of State Hospitals  
and  
The California Mental Health Services Authority (CalMHSA) and  
Participating Counties**

**I. RECITALS**

- A. The parties to this Memorandum of Understanding ("MOU") are the California Department of State Hospitals ("DSH"), the California Mental Health Services Authority ("CalMHSA") as administrative agent for participating Counties, and each participating County which has executed this MOU ("County") as indicated in Exhibit 1. "MOU" shall be deemed to include Exhibits 1-4, attached hereto.
- B. The DSH has jurisdiction over all DSH facilities, as defined in Welfare and Institutions Code, section 4100, including non-DSH treatment facilities contracted with DSH pursuant to Welfare and Institutions Code, section 4361 (hereafter collectively "Hospitals"), excluding community-based restoration of competency services that are operated by the County. All DSH facilities that admit LPS patients shall comply with the responsibilities noted for DSH in this MOU. A description of services provided by the DSH shall be included in Exhibit 2.
- C. Welfare and Institutions Code section 4330 requires counties to reimburse DSH for the use of DSH Hospital beds and services, provided pursuant to the Lanterman-Petris-Short Act ("LPS", Welfare and Institutions Code section 5000 et. seq.) and in accordance with annual MOUs between DSH and each County acting singly or in combination with other counties, pursuant to Welfare and Institutions Code section 4331.
- D. CalMHSA is a joint powers authority pursuant to Government Code section 6500 (Joint Exercise of Powers Act) of counties and cities with mental health programs. CalMHSA was requested by its members to negotiate a joint agreement with DSH and serve as liaison agency for matters of compliance with terms and conditions.
- E. The parties are independent agents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent,

between the parties or any of their agents or employees. Notwithstanding the independence of the parties, all Patient services should be integrated and coordinated across levels of care for continuity of care.

## **II. TERMS AND CONDITIONS**

A. The term of this MOU is July 1, 2021 through June 30, 2022 ("FY 2021-22").

B. County Referred Patient ("Patient")

1. The County Mental Health Director, the County Behavioral Health Director, or their designee (collectively, "County Director") shall screen, determine the appropriateness of, and authorize all referrals for admission of Patients to the Hospital. The County Director shall, at the time of admission, provide admission authorization and identify the preferred Hospital and bed type to which a Patient is being referred, and identify the estimated length of stay for each Patient. However, the Hospital's Medical Director or designee shall make the determination of the appropriateness of a Patient for admission to the preferred Hospital and assign the Patient to the appropriate level of care and treatment unit.
2. If the Hospital Medical Director's, or their designee's, assessment determines the Patient shall not be admitted to the preferred Hospital, the preferred Hospital will notify the County Director and the DSH – Sacramento Patient Management Unit (PMU) for review and consideration of placement within an alternative appropriate DSH Hospital.
3. The County Director shall name a point-of-contact and provide assistance to the Hospital treatment staff in the screening of Patients to initiate, develop and finalize discharge planning and necessary follow-up services for the Patients. The County and DSH mutually agree that the goal is to transition Patients into their least restrictive setting, as clinically appropriate, and in alignment with Welfare and Institutions Code 5358. Either party may initiate this process by contacting the other party and engaging in collaborative discharge planning with the other party to ensure the patient's treatment needs are met.

C. Description of Provided Hospital Services

1. The DSH defines bed types and uses in accordance with the following California Department of Public Health hospital licensing definitions. These definitions shall apply to the MOU:
2. Acute Psychiatric Hospital (APH) Acute psychiatric hospital means a hospital having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care for mentally disordered, incompetent or other Patients referred to in Division 5 (commencing with section 5000) or Division 6 (commencing with section 6000) of the Welfare and Institutions Code, including the following basic services: medical, nursing, rehabilitative, pharmacy and dietary services. An acute psychiatric hospital shall not include separate

buildings which are used exclusively to house personnel or provide activities not related to hospital patients.

3. Intermediate Care Facility (ICF) Intermediate care facility is a health facility, or a distinct part of a hospital or skilled nursing facility which provides inpatient care to patients who have need for skilled nursing supervision and need supportive care, but do not require continuous nursing care.
  4. Skilled Nursing Facility (SNF) Skilled nursing facility is a health facility or a distinct part of a hospital which provides continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hour inpatient care and, as a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.
  5. Provided the LPS Patient is admitted to a facility under the jurisdiction of DSH, DSH shall provide inpatient psychiatric health care and treatment, including outside medical health care and treatment, ancillary care and treatment, and/or support services, to those persons admitted to DSH by the County for LPS services, and Welfare and Institutions Code Section 5008, subdivision (h)(1)(B) (Murphy Conservatorships). A summary of services provided to LPS Patients and the definition of care is detailed in Exhibit 2.
  6. The DSH and the County shall provide or cause to be provided, expert witness testimony by appropriate mental health professionals in legal proceedings required for the commitment, admission, or treatment of the Patients.
  7. The County is responsible for transportation to and from the Hospitals in the following circumstances: court appearances, County-initiated medical appointments or services, and pre-placement visits and discharge to final placements. The County is also responsible for transportation between Hospitals when the County initiates the transfer. The DSH is responsible for all DSH-initiated transportation between the Hospitals and transportation to and from local medical appointments or services. The reimbursement rates in Exhibit 3, entitled "Statement of Annual Bed Rates and County Estimated Bed Need," include reimbursement for transportation that is the responsibility of DSH.
  8. Hospitals shall be culturally-competent (including sign-language) in staff and resources to meet the needs of Patients treated pursuant to this MOU.
  9. Multi-disciplinary treatment team composition will be provided as set forth in Exhibit 2.
- D. Admission and Discharge Procedures
1. Hospital admissions, intra-hospital transfers, inter-hospital transfers, referrals to outside medical care, and discharges shall be in accordance with the admission and discharge criteria established by court order, statute, or DSH. A complete admission package must be submitted by the County with the referral, including all assessments available, as referenced in Section F of the MOU.

2. Denial of admission may be based on a Patient's failure to meet admission criteria, insufficient pre-admission information supplied pursuant to Section F of this MOU, the Hospital's lack of bed capacity, or based on Patient-specific treatment needs such as if a patient's primary treatment needs are medical. All denials of admission shall be in writing with an explanation for the denial. A denial of admission may be appealed as provided in the next paragraph.
3. Appeal Process for Admissions. When agreement cannot be reached between the County staff and the Hospital admitting staff regarding the admission of a Patient, the following appeal process shall be followed; the case may be referred to the Hospital Medical Director and the County Director within five (5) business days. Such appeals may be made by telephone, and shall be followed up in writing; email being an acceptable option. If the Hospital Medical Director and the County Director are unable to achieve agreement, the case may be referred to the Hospital Executive Director within five (5) business days. If the Hospital Executive Director and the County Director are unable to achieve agreement, the case may be referred to the DSH Deputy Directors of Clinical Operations and Hospital Strategic Planning and Implementation within five (5) business days. The DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation shall discuss the case with the Hospital Medical Director, or designee, and Executive Director and shall obtain additional consultation from the County Director. The DSH shall render a final decision within five (5) business days after receiving the documented basis on which the appeal is based.
4. Discharge planning by the County Director, conservator and/or Public Guardian, and Hospital shall begin at admission, as individuals should be placed and receive services in the least restrictive setting appropriate for treatment. However, the estimated length of stay shall not be used as a basis for discharge, unless mutually agreed upon by both DSH and the County Director, conservator and/or Public Guardian upon admission. The Hospital shall discharge a Patient at the County's request, and only in accordance with the approved discharge plan except: (1) if at the time the discharge is to occur, the Hospital's Medical Director, or designee, determines that the Patient's condition and the circumstances of the discharge would pose an imminent danger to the safety of the Patient or others; or, (2) when a duly appointed conservator refuses to approve the Patient's discharge or placement based on a clinical assessment by a licensed medical doctor. A denial of discharge may be appealed as provided the next paragraph.
5. The Parties agree to develop a process for elevating and discussing LPS Patients for which DSH has provided notice to the County Director are clinically eligible for discharge but have not discharged in a reasonable amount of time. Process will be implemented for future fiscal years.

#### E. Bed Type Transfers

1. If, for any reason, a County Patient is in a bed that is inappropriate to that Patient's needs, the attending clinician shall develop, in consultation with the



Hospital's treatment team and the County (except when the urgency of the Patient's situation precludes such consultation) a plan for transfer of the Patient to an appropriate unit in accordance with the treatment plan. This plan shall be developed and communicated to the County Director within forty-eight (48) hours of any urgent transfer. The County may initiate a treatment team discussion with the attending Hospital clinician at any time County feels that a County Patient is in a bed that is inappropriate to the Patient's needs or does not accurately reflect the level of care the Patient requires (APH, ICF, or SNF).

2. The Hospital shall provide the County Point-of-Contact notice of transfers between bed types within two (2) business days of any such transfer.
3. **Bed Types Appeals.** When agreement cannot be reached between the County staff and the Hospital staff regarding the type of bed the Patient needs, the following appeal process shall be followed. When the County staff determines that an impasse has been reached and further discussions would not be productive, the bed type may be appealed, along with all available data and analysis, to the Hospital Medical Director and the County Director, or designee, within two (2) business days. If the County Director and Hospital Medical Director are unable to achieve agreement, the case may be referred to the Hospital Executive Director and the County Director within two (2) business days. Such appeals may be made by telephone and shall be followed up in writing. If the Hospital Executive Director and the County Director are unable to achieve agreement, the case may be referred to the DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation within two (2) business days. The DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation shall discuss the case with the Hospital Medical Director and Executive Director and shall obtain additional consultation from the County Director, or designee. The DSH shall render a final decision within two (2) business days after receiving the documented basis on which the appeal is based.

#### F. Pre-Admission Requirements

1. The County shall, prior to admission, provide the Hospital with the complete medical records on file, the Short-Doyle Authorization Form, and all applicable court commitment orders for each Patient. The County shall identify an initial projected length of stay which the Hospital shall address in Patient's treatment plan and discharge plan.

#### G. Coordination of Treatment/Case Management

1. It is the intent of the Parties to this MOU to be collaborative in all matters and specifically in matters of Patient's care.
2. The County shall maintain a case management process and shall identify a case manager or case management team for each Patient. The case manager shall provide available assessment information on Patients admitted to the Hospital.

3. The Hospitals shall provide at least two weeks notification to the County Director of treatment plan conferences or 90-day reviews. The Hospitals shall identify a treatment team member to function as the primary contact for the County case manager or the case management team.
4. The County Director may direct the Hospital to discharge the Patient to a facility that the County determines to be more appropriate to the Patient's treatment requirements. The Hospital shall provide to the County Director, within five (5) business-days of request for copies of current medical records, copies of current medical records needed to assist in this process. In such cases, the Hospital shall discharge the Patient within two days of the date an alternative placement option is identified and available except if the discharge is contrary to the medical necessity of hospitalization or would pose an imminent danger to the safety of the Patient or others, or as otherwise required by law.
5. When an agreement cannot be reached between the County and the DSH on clinical assessment, treatment or the Patient's acuity, the DSH Hospital Medical Director or designee and County Director or designee shall confer for a resolution. If a resolution cannot be achieved, the issue will be elevated to the DSH Deputy Directors of Clinical Operations and Hospital Strategic Planning and Implementation. The DSH Deputy Directors of Clinical Operations and Hospital Strategic Planning and Implementation will review the case and shall make every effort to resolve the issue. If a resolution is not achieved, the County may direct the Hospital to discharge the Patient. In such an event, the DSH response will be handled in accordance with Section II, Admission and Discharge Procedures (D).

#### H. Patient's Rights and Confidentiality

1. The parties to this MOU shall comply with The Health Insurance Portability and Accountability Act (HIPAA) and all applicable state laws, regulations, and policies relating to the Patient's rights and confidentiality.

#### I. Bed Usage and Availability

1. It is acknowledged by all parties to this MOU that prior MOUs, incorporated herein by reference, including annual renewals, included an agreement to limit referrals for civil commitment by all Counties, pursuant to the LPS Act, which included Murphy Conservatorships, to a maximum total of 556 beds at any one point in time. It is further acknowledged that exceeding this maximum total beds limits DSH's ability to admit new LPS Patients to beds, and persons committed to DSH pursuant to Penal Code sections 1026, 1370, and 2960 et. seq.
2. CalMHSA/DSH shall make best efforts to develop a bed management protocol by July 1, 2022, for the purpose of aligning the number of beds allocated to LPS patients to the current maximum threshold of 556. This management protocol shall include, but not be limited to, DSH and Counties providing current data on the patient population for each County, including data for those counties which contract directly with DSH, and the number of Murphy Conservatorship(s), CalMHSA providing an allocation formula regarding how

the 556 beds will be distributed among the various counties, DSH re-identifying which LPS Patients are capable of discharge to a less restrictive levels of care, and County and CalMHSA's mutual identification of alternative placement options for said qualifying LPS Patients, including a placement and/or final discharge target date. This management and utilization protocol shall also identify a plan to reduce the counties bed usage to 556 and describe how DSH and the counties will ensure that counties do not exceed the 556 beds in the future.

3. If DSH intends to change LPS bed rates, the following procedure shall apply:
  - a. No later than May 1, of each fiscal year, DSH shall provide CalMHSA, or counties not represented by CalMHSA, with preliminary LPS bed rate cost utilization notice applicable to types of LPS beds for the fiscal year beginning fourteen (14) months from May 1 of that year.
  - b. After DSH's preliminary cost utilization notice, the County shall notify DSH, through CalMHSA, if represented by CalMHSA, by July 1 of each year, of its preliminary estimate of the number and type of LPS beds that the County expects to use, during the fiscal year beginning twelve (12) months from July 1 of that year, for bed planning purposes.
  - c. No later than November 1, of each fiscal year, DSH shall provide CalMHSA, or counties not represented by CalMHSA, with a final LPS bed rate cost utilization notice applicable to the number and types of LPS beds sought for the fiscal year beginning eight (8) months from November 1 of that year.
  - d. By January 1, of each fiscal year, CalMHSA, or counties not represented by CalMHSA, shall provide DSH with final written notification of the number and type(s) of LPS beds sought for the fiscal year beginning July 1 of that year. For example, if CalMHSA provides written notification on the number and type(s) of LPS beds to DSH on December 1, 2021, said notice will be for the fiscal year beginning July 1, 2022.
  - e. DSH shall provide a mechanism for memorializing a formal agreement between CalMHSA, or counties not represented by CalMHSA, no later than June 15, or fifteen (15) days before the start of the fiscal year, with the new LPS bed rates and number of LPS beds contracted for, not to exceed the County allocations and the total allocation of 556 beds.
  - f. Counties contracting directly with the DSH may submit the Statement of Annual Bed Rates and County Bed Need directly to the DSH. However, the County is only obligated to pay for beds it uses. The DSH will update Exhibit 3 with the County's bed need estimate and submit it to the County.
4. The County is required to execute Exhibit 1 of this MOU in order to obtain LPS beds. A County shall complete Exhibit 1 and provide a signed "Purchase Agreement of State Hospital Beds" (Exhibit 4), within 120 days of submitting any application for admission of a Patient from the County.
5. Patients under the care of the DSH, referred to outside medical facilities, will remain the responsibility of the DSH unless the County initiates discharge. Upon a County-initiated discharge, the Patient and all costs become the

responsibility of the County, during all offsite leave, Counties will continue to be charged at the daily bed rate. For all offsite leave of greater than 30 days, the DSH and the County may, at the request of either party, discuss appropriate care options for Patients.

#### J. Bed Payment

1. The current bed rates, historical bed usage and current estimated bed usage are reflected in Exhibit 3.

This MOU involves a minimum commitment of zero beds for any particular County. The amount that the Controller is authorized to reimburse DSH from the mental health account of the County's Health and Welfare Trust Fund, pursuant to Welfare and Institutions Code section 17601, subdivision (b), is based on the amounts provided to the Controller per the County Actual Use statement reflecting actual bed usage by the County for the prior month.

2. Development of ICF, APH and SNF Rates for FY 2022-2023 – The parties to this MOU acknowledge that on March 15, 2021, and as required by Welfare and Institutions Code, section 4331, subdivision (b), and Section II (I)(3) of this MOU, DSH disclosed its intent to begin negotiations with CalMHSA and Counties regarding a proposed increase to ICF, acute care APH and SNF bed rates. The proposed new ICF, APH and SNF bed rates would have an effective date of July 1, 2022. The parties are continuing to work collaboratively on the corresponding methodology and data that would justify the proposed bed rate increases. Prior to July 1, 2022, the current bed rates will remain in effect. DSH represents that the current ICF and APH bed rate reflects a blended Acute and ICF rate based on the prior year's established bed rates. DSH will review rates on an annual basis, based on actual expenditures at Hospitals that serve LPS patients.
3. The bed rates in this MOU represent the total amount due from the County for services provided in Section II, Terms and Conditions (C)(1-6, 8-9) by the DSH. These rates may not represent the total claimable amount for services provided to the Patient. Patient will be responsible for any costs exceeding the bed rates described in this MOU.

#### K. Utilization Review – Hospital Operations

1. The Hospitals shall have ongoing utilization review activities which shall address the appropriateness of Hospital admissions and discharges, clinical treatment, length of stay and allocation of Hospital resources, to most effectively and efficiently meet the Patient's care needs. Such utilization reviews shall be at a minimum of one time per year and include the County's participation. The DSH will provide written results of the utilization review, if available.
2. The County shall take part in the utilization review activities.

#### L. Records

## 1. Patient Records

- a. Hospitals shall maintain adequate medical records on each Patient. These medical records shall include legal status, diagnosis, psychiatric evaluation, medical history, individual treatment plan, records of Patient interviews, progress notes, recommended continuing care plan, discharge summary, and records of services. These records shall be provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.
- b. Subject to applicable federal and California privacy laws and regulations, including DSH policies, the DSH will provide access to Patient medical records to Counties and CalMHSA through the use of a secure file sharing technology determined by the DSH. Access to the information described in this section shall only be made available to CalMHSA upon execution of a data sharing agreement. To facilitate such access, the DSH will work with CalMHSA and the Counties to make sure that each County has an authorized person with sufficient training and credentials (i.e., user name and password) that the person will be able to access DSH Patient records on behalf of the County.
- c. Subject to applicable federal and California privacy laws and regulations, including DSH policies, upon request by the County for medical records of County's Patient, the DSH will ordinarily upload and make available to the County through a secure file sharing technology all current records of Patient within seven (7) business days, provided, however, that if records of a Patient are unusually voluminous the DSH may give notice that more than seven (7) business days will be needed.
- d. Subject to applicable federal and California privacy laws and regulations, including DSH policies, upon request by the County for physical access to medical records of County's Patient, the DSH will make available all current records of Patient for inspection at the facility where Patient resides, within a timeframe agreed upon by the DSH Hospital representative and the County.

## 2. Financial Records

- a. The DSH shall prepare and maintain accurate and complete financial records of the Hospitals' operating expenses and revenue. Such records shall reflect the actual cost of the type of service for which payment is claimed, on an accrual basis. Additionally, such records shall identify costs attributable to County LPS Patients, versus other types of patients to whom the Hospitals provide services. Any apportionment of, or distribution of costs, including indirect costs, to or between programs or cost centers of the Hospitals shall be

documented, and shall be made in accordance with generally accepted accounting principles and applicable laws, regulations, and state policies. The Patient eligibility determination, and any fee charged to and collected from Patients, together with a record of all billings rendered and revenues received from any source, on behalf of Patients treated pursuant to this MOU, shall be reflected in the Hospital's financial records.

### 3. Retention of Records

- a. The Hospitals shall retain all financial and Patient records pursuant to federal, State and DSH record retention requirements.

### M. Inspections and Audits

1. Consistent with confidentiality provisions of Welfare and Institutions Code section 5328, any authorized representative of the County shall have access to the medical and financial records of the DSH for the purpose of conducting any fiscal review or audit during the Hospital's record retention period. The Hospital shall provide the County adequate space to conduct such review or audit. The County may, at reasonable times, inspect or otherwise evaluate services provided in the Hospitals; however, the County shall not disrupt the regular operations of the Hospitals.
2. The County shall not duplicate reviews conducted by other agencies (e.g., State Department of Public Health, County Coroner's Office, and District Attorney's Office), if the detailed review results, methods, and work papers of any such review are made available to the County and the County determines the review was sufficient for County purposes. Practitioner-specific peer review information and information relating to staff discipline is confidential and shall not be made available.

### N. Notices

1. Except as otherwise provided herein, all communication concerning this MOU shall be as follows:

### **Department of State Hospitals**

- a. Billing and general MOU provisions:

Christian Jones, Associate Governmental Program Analyst  
[trustoffice@dsh.ca.gov](mailto:trustoffice@dsh.ca.gov)  
(916) 651-8727

- b. Patient Placement and Appeals coordination:

Lydia Smith, Chief – Patient Management Unit

[Lydia.smith@dsh.ca.gov](mailto:Lydia.smith@dsh.ca.gov)

(916) 562-2537

**CalMHSA**

Michael Helmick, Senior Program Manager

[michael.helmick@calmhsa.org](mailto:michael.helmick@calmhsa.org)

(279) 234-0712

The County has designated the following as its MOU coordinator:

Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

1. The Hospitals shall notify the County by telephone (with subsequent written confirmation), encrypted email or FAX, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which involves a Patient. Such occurrences shall include, but are not limited to, homicide, suicide, accident, injury, battery, Patient abuse, rape, significant loss or damage to Patient property, and absence without leave.
2. The Hospital shall notify the County of the conversion of a Patient on LPS status to a PC commitment status that results in the DSH becoming financially responsible for the placement of the Patient. The Hospital shall notify the County, by telephone at the earliest possible time, but not later than five (5) business days after such conversion. Such telephone notification shall be followed by a written notification to the County, which shall be submitted no later than ten (10) business days after the Patient's conversion.

### **III. SPECIAL PROVISIONS**

- A. This MOU is subject to and is superseded by, any restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Act, or any statute or regulations enacted by the Legislature which may affect the provisions, terms, or funding of this MOU. The parties do not intend to amend or waive any statutory provision applicable to the use of state hospital beds by counties pursuant to Part 1 of Division 5 of the Welfare and Institutions Code, unless the subsection to be amended or waived is specifically identified in this MOU with a statement indicating the parties' intent to amend or waive the provision as thereafter described. If statutory, regulatory, bed rate, or billing process changes occur during the term of this MOU, the parties may renegotiate the terms of this MOU affected by the statutory, regulatory, bed rate or billing process changes.
- B. Should the DSH's ability to meet its obligations under the terms of this MOU be substantially impaired due to loss of a Hospital license, damage or malfunction of the Hospital, labor union strikes, or other cause beyond the control of the DSH, the parties may negotiate modifications to the terms of this MOU.
- C. Mutual Indemnification
  1. The County shall defend, indemnify, and hold the DSH and its agencies, their respective officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the



extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents, or employees.

2. The DSH shall defend, indemnify, and hold the County, its officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DSH and/or its agencies, their officers, agents, or employees.

- D. The signatories below represent that they have the authority to sign this MOU on behalf of their respective agencies. Execution by a participating County of Exhibit 1 confirms the participating County agrees to the terms of this MOU and Exhibits 1-4. This MOU and its Exhibit 1 may be executed in counterparts.
- E. This MOU, which includes Exhibits 1-4, comprises the entire agreement and understanding of the parties and supersedes any prior agreement or understanding.
- F. This MOU which includes Exhibits 1-4 may be amended or modified only by a written amendment signed by the parties.

---

Amie Miller, Executive Director  
CalMHSA

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Date

---

Paul Bernal, Chief  
Procurement and Contract Services Section  
Department of State Hospitals

---

Date

## EXHIBIT 1

Execution acknowledges the signatory possesses actual or apparent authority to declare the applicable County is a participating County under this MOU.

\_\_\_\_\_  
Signature  
Name \_\_\_\_\_ Title \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_  
Date

## EXHIBIT 2

### LPS SERVICES SUMMARY

#### **Licensure**

The Hospitals comply with all applicable federal and state laws, licensing regulations and provide services in accordance with generally accepted practices and standards prevailing in the professional community at the time of treatment. The Hospitals, which are accredited, shall make a good-faith effort to remain accredited by the Joint Commission throughout the term of the MOU.

The DSH provides the services to its LPS patients as follows:

#### **Core Treatment Team and Nursing Care**

The Hospitals provide Treatment Team services that are the core to a Patient's stabilization and recovery. The Treatment Team groups consist of the following individuals: Psychiatrist, Psychologists, Social Workers, Rehabilitation Therapists, and Nurses. These teams provide a highly-structured treatment for mental rehabilitation and re-socialization in preparation for an open treatment setting or community placement.

Treatment Team Ratios		
Treatment Team Member:	ICF Staffing Ratio:	Acute Care Staffing Ratio:
Psychiatrist	1:35	1:15
Psychologist	1:35	1:15
Social Worker	1:35	1:15
Rehabilitation Therapist	1:35	1:15
Registered Nurse	1:35	1:15

The Hospitals provide nursing care according to nursing licensing ratio requirements for state hospitals as follows:

Licensing Compliance Nursing Staff Ratios (Non-Treatment Team)		
Nursing Shift:	ICF Staffing Ratio:	Acute Care Staffing Ratio:
A.M. Shift	1:8	1:6
P.M. Shift	1:8	1:6
NOC Shift	1:16	1:12

The ratios provided above are the current staffing standards employed by the DSH. Each facility may adjust unit ratios as necessary for the continued treatment and safety of Patients and staff.

Skilled Nursing Facility services provide continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hours inpatient care and, as a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.

### **Additional Treatment Services**

Medical Services: Medical Clinics include Neurology, GYN, Ophthalmology, Optometry, Endocrinology, Cardiology, Podiatry, Dental and X-Ray services as well as referral services for Gastro-Intestinal care, Hematology, Nephrology, Surgery and related care for diseases of the liver (e.g., Hepatitis C). Full Acute Medical Care services are provided via contracts with community hospitals and/or a County Hospital.

Physical, Occupational and Speech Therapy (POST): Department provides physical rehabilitation services to all the patients at Napa State Hospital with the goal of assisting Patients to reach or maintain their highest level of functioning. The POST Team provides assessment services, treatment services and training to staff and Patients on the use and care of adaptive equipment that has been evaluated as appropriate for the Patient.

Individualized Active Recovery Services: Active Recovery Services focus on maximizing the functioning of persons with psychiatric disabilities and are provided both within the residential units and in the Treatment Mall. Treatment is geared to identify, support and build upon each person's strengths to achieve their maximum potential in meeting the person's hopes, dreams, treatment needs and life goals.

Active Recovery Services at the Hospitals:

- Are based on the specific needs of each Patient.
- Are developed and delivered based on a philosophy of recovery.
- Provide a wide range of courses and activities designed to help patients develop the knowledge and skills that support recovery, and transition toward community living.
- Are organized to fully utilize staff resources and expertise.
- Provide a range of services that lead to a more normalized environment outside of the residential areas.
- Are facilitated by psychiatrists, psychologists, social workers, rehabilitation therapy staff, and nursing staff.

Industrial Therapy: Opportunities include dining room cleaning services, grounds maintenance, as well as other therapeutic services. Participants must demonstrate an appropriate level of behavior to ensure safety and security.

### EXHIBIT 3

**COUNTY**  
**STATEMENT OF ANNUAL BED RATES**  
**AND**  
**COUNTY-ESTIMATED BED NEED**  
**July 1, 2021 through June 30, 2022**

**1. STATE HOSPITAL BED RATE FOR FY 2021-22**

Acute	\$626
Intermediate Care Facility (ICF)	\$626
Skilled Nursing Facility (SNF)	\$775

**2. BED USAGE BY ACUITY (IN BED DAYS)**

	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>	<b>FY 2020/21</b>	<b>*FY 2021/22</b>	<b>Acuity Totals</b>
<b>Acute</b>	91,479	98,617	117,699	139,007	146,762	136,861	141,812	872,237
<b>ICF</b>	111,235	111,382	109,095	97,594	98,697	105,818	102,258	736,079
<b>SNF</b>	18,413	19,546	19,132	16,178	17,535	17,971	17,753	126,528
<b>FY Totals</b>	221,127	229,545	245,926	252,779	262,994	260,650	261,823	1,734,844

\*Totals are an estimate based on the average of FY 2019-2020 and 2020-2021.

## **EXHIBIT 4**

### **Purchase Agreement of State Hospital Beds**

**Fiscal Year 2021-22**

### **California Department of State Hospitals**

By signing this Purchase Agreement, the County agrees to all recitals, terms and conditions, and special provisions between the County below and the Department of State Hospitals, (DSH) contained within the Fiscal Year (FY) 2021-22/Memorandum of Understanding (MOU) for the purchase of state hospital beds from the DSH. The DSH shall be reimbursed for use of state hospital beds by counties pursuant to Welfare and Institutions Code section 4330 et seq. Any County signing this form will be entitled to the same services contained in the FY 2021-22/MOU. The County will also abide by the same remunerative and legal policies contained within the FY 2021-22/MOU. The County agrees to sign Exhibit 1 of the MOU within the next 120 days. The DSH reserves the right to not accept patients from any County without a signed Exhibit 1.

---

County

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County Director or Director designee – print

---

County Director or Director designee – sign/date

**Paul Bernal, SSM II, DSH**

---

Paul Bernal, Procurement and Contract Services Section – print

---

Paul Bernal, Procurement and Contract Services Section – sign/date

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

**DRAFT**

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/12/2022	
<b>BOARD MEETING DATE</b>	1/25/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Health	
<b>SUBJECT</b>	Authorize Public Health to accept and sign a forthcoming Allocation Agreement from the California Department of Public Health and delegate authority to accept and sign future agreements/amendments for the Tobacco Control and Prevention Program.	
<b>PROGRAM</b>	Chronic Disease and Injury Prevention	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$ 24,481,886	Funding source: California Department of Public Health funding through Proposition 99 and Proposition 56
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Acceptance of the agreements/amendments will provide funding to allow Public Health's Tobacco Control and Prevention Program (TCPP) to expand tobacco control and prevention efforts in Los Angeles County. To delegate authority to Public Health to accept: a) an agreement from the California Department of Public Health (CDPH), California Tobacco Control Program (CTCP) for the period of January 1, 2022 through June 30, 2025, in the amount of \$24,481,886; and b) future agreements and/or amendments that that extend the funding periods at amounts to be determined by CDPH/CTCP; reflect revisions to the agreement's terms and conditions to include but not be limited to the rollover of unspent funds, redirection of funds, and/or an increase or decrease in funding.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Since 1990, Public Health's TCPP has received funding from CDPH/CTCP for the provision of tobacco control and prevention services. Currently, CDPH/CTCP funding supports efforts to decrease exposure to environmental tobacco smoke, counter pro-tobacco influences, and provide media advocacy. The tobacco control plan for Los Angeles County, which was approved by CDPH/CTCP for the new funding period, specifies that Public Health contract with community-based agencies to provide services to reduce tobacco use through policy action and behavior change.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	

<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Public Health DCDIP - Tony Kuo (213) 351-7341 / kuo@ph.lacounty.gov





**BARBARA FERRER, Ph.D., M.P.H., M.Ed.**  
Director

**MUNTU DAVIS, M.D., M.P.H.**  
County Health Officer

**MEGAN McCLAIRE, M.S.P.H.**  
Chief Deputy Director

313 North Figueroa Street, Room 806  
Los Angeles, California 90012  
TEL (213) 288-8117 • FAX (213) 975-1273

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)



**BOARD OF SUPERVISORS**

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First District

**Holly J. Mitchell**  
Second District

**Sheila Kuehl**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

**DRAFT**

January 25, 2022

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

Dear Supervisors:

**AUTHORIZATION TO ACCEPT AND SIGN A FORTHCOMING ALLOCATION  
AGREEMENT AND FUTURE AGREEMENTS AND RELATED AMENDMENTS FROM  
THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH TO SUPPORT TOBACCO  
CONTROL AND PREVENTION PROGRAM SERVICES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Provide authorization to accept and sign a forthcoming Allocation Agreement from the California Department of Public Health, California Tobacco Control Program and delegate authority to accept and sign future Allocation Agreements and related amendments that extend the funding term and/or allow for revisions to the terms and conditions to support the Tobacco Control and Prevention Program.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Director of the Department of Public Health (Public Health), or designee, to accept and sign a forthcoming Allocation Agreement from the California Department of Public Health (CDPH), California Tobacco Control Program (CTCP), to support Public Health's Tobacco Control and Prevention Program (TCPP) for the anticipated period of January 1, 2022 through June 30, 2025, at an estimated amount of \$24,481,886, subject to review and approval by County Counsel, review by the Chief Executive Office (CEO) Risk Management as needed, which may include significant contractual provisions required by the State that depart from standard Board-approved language, including insurance and indemnification, and notification

to your Board and the CEO.

2. Delegate authority to the Director of Public Health, or designee, to accept future agreements that are consistent with the provisions and requirements of the Allocation Agreement in Recommendation 1 and/or amendments that extend the funding periods at amounts to be determined by CDPH/CTCP; reflect revisions to the agreement's terms and conditions to include but not be limited to the rollover of unspent funds, redirection of funds, and/or an increase or decrease in funding, subject to review and approval by County Counsel, and notification to your Board and the CEO.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of Recommendation 1 will allow Public Health to accept a forthcoming Allocation Agreement from CDPH/CTCP to support Public Health's TCPP efforts throughout Los Angeles County (LAC). The Allocation Agreement funds are available through Proposition 99, the Tobacco Tax and Health Promotion Act, and Proposition 56, the California Healthcare, Research, and Prevention Tax of 2016.

This funding will allow Public Health to implement objectives related to tobacco control and prevention including: 1) limiting tobacco promoting influences; 2) reducing the exposure to secondhand smoke, tobacco smoke residue, tobacco waste and other tobacco products; 3) reducing the availability of tobacco and youth access to tobacco products; 4) promoting tobacco cessation; 5) expanding the county-wide tobacco control coalition including youth engagement; and 6) increasing education through media outlets related to dangers of secondhand smoke, youth access to tobacco and other products, and availability of tobacco cessation resources.

Approval of Recommendation 2 will allow Public Health to accept future agreements and/or amendments that are consistent with the requirements of the Allocation Agreement referenced in Recommendation 1 that extend the funding period at amounts to be determined by CDPH/CTCP and reflect revisions to the agreement's terms and conditions to include but not be limited to the rollover of unspent funds, redirection of funds, and/or increase or decrease in funding. This authority is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

### **Implementation of Strategic Goals**

The recommended actions support Strategy II.2, Support the Wellness of Our Communities, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

Public Health will accept a forthcoming Allocation Agreement from CDPH/CTCP for the anticipated period of January 1, 2022 through June 30, 2025, in the estimated amount of \$24,481,886. Funds are available through Proposition 99 and Proposition 56 and will be

The Honorable Board of Supervisors

January 25, 2022

Page 3

used to support Public Health personnel costs (salaries and employee benefits), operating expenses, and future activities that include services to be solicited such as media services and tobacco control services and participation in the Los Angeles County Health Survey.

Funding will be requested in Public Health Final Changes Budget Request for fiscal year (FY) 2021-22 and will be included in future FYs, as necessary.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Since 1990, Public Health's TCPP has received funding from CDPH/CTCP for the provision of tobacco control and prevention services. Currently, CDPH/CTCP funding supports efforts to decrease exposure to environmental tobacco smoke, counter pro-tobacco influences, and provide media advocacy. The tobacco control plan for LAC, which was approved by CDPH/CTCP for the new funding period, specifies that Public Health contract with community-based agencies to provide services to reduce tobacco use through policy action and behavior change.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow Public Health to continue to expand tobacco control and prevention efforts throughout LAC.

Respectfully submitted,

Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

BF:sp  
BL #06126

Enclosure

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

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

**DRAFT**

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/12/2022							
<b>BOARD MEETING DATE</b>	1/25/2022							
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>							
<b>DEPARTMENT(S)</b>	Public Health							
<b>SUBJECT</b>	APPROVAL TO EXECUTE A CONTRACT WITH FOCUS LANGUAGE INTERNATIONAL, INC. DBA FOCUS INTERPRETING FOR LANGUAGE SERVICES FOR RYAN WHITE PROGRAM ELIGIBLE PERSONS LIVING WITH HIV							
<b>PROGRAM</b>	Division of HIV and STD Programs							
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
<b>DEADLINES/ TIME CONSTRAINTS</b>	None							
<b>COST &amp; FUNDING</b>	<table border="1"> <tr> <td>Total cost: \$630,000</td><td>Funding source: Ryan White Program (RWP) Part A Funds</td></tr> <tr> <td colspan="2">TERMS (if applicable): March 1, 2022 through February 28, 2025</td></tr> <tr> <td colspan="2">Explanation: \$210,000 annually for 3 years = \$630,000 total contract maximum obligation</td></tr> </table>		Total cost: \$630,000	Funding source: Ryan White Program (RWP) Part A Funds	TERMS (if applicable): March 1, 2022 through February 28, 2025		Explanation: \$210,000 annually for 3 years = \$630,000 total contract maximum obligation	
Total cost: \$630,000	Funding source: Ryan White Program (RWP) Part A Funds							
TERMS (if applicable): March 1, 2022 through February 28, 2025								
Explanation: \$210,000 annually for 3 years = \$630,000 total contract maximum obligation								
<b>PURPOSE OF REQUEST</b>	Request approval to execute a contract with Focus Language International, Inc. DBA Focus Interpreting for the provision of Language Services for Ryan White Program Eligible Persons Living with HIV for the term effective March 1, 2022 through February 28, 2025, and delegated authority to extend the term through August 31, 2027. The goals of Language Services are to: 1) promote availability of Language Services to contracted HIV service providers; and 2) provide Language Services to clients and their eligible family members							
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	On September 27, 2021, Public Health released an Invitation for Bids (IFB) to solicit bids from qualified organizations to provide Language Services for Ryan White Program (RWP) eligible Persons Living with HIV (PLWH). Public Health received five (5) bids by the submission deadline and were reviewed by a committee to determine the lowest price and most responsive and responsible bid. Focus Language International, Inc. DBA Focus Interpreting was determined to be the lowest priced and most responsive and responsible bidder.							
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:							
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Mario Pérez, Director, Division of HIV and STD Programs, (213) 351-8001, <a href="mailto:mjperez@ph.lacounty.gov">mjperez@ph.lacounty.gov</a>							



**BARBARA FERRER, Ph.D., M.P.H., M.Ed.**  
Director

**MUNTU DAVIS, M.D., M.P.H.**  
County Health Officer

**MEGAN McCLAIRE, M.S.P.H.**  
Chief Deputy Director

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**BOARD OF SUPERVISORS**

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Fourth District

**Kathryn Barger**  
Fifth District

January 25, 2022

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

**DRAFT**

Dear Supervisors:

**APPROVAL TO EXECUTE A CONTRACT WITH FOCUS LANGUAGE  
INTERNATIONAL, INC. DBA FOCUS INTERPRETING FOR LANGUAGE SERVICES  
FOR RYAN WHITE PROGRAM ELIGIBLE PERSONS LIVING WITH HIV  
EFFECTIVE MARCH 1, 2022 THROUGH FEBRUARY 28, 2025  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute a contract with Focus Language International, Inc. DBA Focus Interpreting for the provision of Language Services for Ryan White Program Eligible Persons Living with HIV for the term effective March 1, 2022 through February 28, 2025, and delegated authority to extend the term through August 31, 2027.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute a contract, substantially similar to Exhibit I, with Focus Language International, Inc., DBA Focus Interpreting, which was selected under a competitive solicitation process for the provision of Language Services (Document Translation and Direct Interpretation) for Ryan White Program (RWP) Eligible Persons Living with HIV (PLWH), effective March 1, 2022 through February 28, 2025, at an annual maximum obligation of \$210,000, for a total contract maximum obligation of \$630,000; 100 percent offset by RWP Part A funds.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contract that extend the term for up to two additional one-year periods through February 28, 2027, at amounts to be determined by the Director of Public Health, contingent on the availability of funds and contractor performance; adjust the term through August 31, 2027; allow the rollover of unspent contract funds, if applicable by the grant; provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term; and/or make corresponding service adjustments, and revise the Statement of Work, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contract that authorize modifications to or within budget categories, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or make changes to the contract's terms and conditions.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of Recommendation 1 will allow Public Health to execute a contract with Focus Language International, Inc. DBA Focus Interpreting to deliver Language Services for RWP eligible PLWH who are Los Angeles County (LAC) residents. These services provide support to Public Health contracted agencies serving monolingual and limited English proficient (LEP) RWP eligible clients (and eligible family members) PLWH in order to facilitate access, utilization, retention, and adherence to HIV-related medical care and human social services.

The goals of Language Services are to: 1) promote availability of Language Services to contracted HIV service providers; and 2) provide Language Services to clients and their eligible family members.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contract to extend and/or adjust the term of the contract; rollover unspent funds; increase or decrease funding up to 10 percent above or below each term's annual base maximum obligation, and/or make corresponding service adjustments, and revise the Statement of Work, as necessary. This recommended action will enable Public Health to amend the contract to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant funds.

Recommendation 2 will also enable Public Health to amend the contract to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contract that authorize modifications to or within budget categories, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or make changes to the contract's terms and conditions.

### **Implementation of Strategic Plan Goals**

The recommended actions support Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total maximum obligation for the contract is \$630,000; at an annual obligation of \$210,000 for the period of March 1, 2022 through February 28, 2025; 100 percent offset by RWP Part A funds. There is no net County cost associated with this action.

Funding is included in Public Health's Final Adopted Budget for fiscal year (FY) 2021-22 and will be included in future FYs, as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Exhibit I is the contract template reviewed and approved by County Counsel. Attachment A is the contracting opportunity announcement on the County of Los Angeles website. Attachment B is the Community Business Enterprise Information Summary for the recommended contractor.

### **CONTRACTING PROCESS**

On September 27, 2021, Public Health released an Invitation for Bids (IFB) to solicit bids from qualified organizations to provide Language Services for RWP eligible PLWH. The contracting opportunity announcement was posted on the County of Los Angeles Online website (Attachment A) and Public Health's Contracts and Grants website, and a Notice of Intent to release the IFB was also sent by electronic mail to County vendors currently providing similar services.

Public Health received five bids by the submission deadline. The bids were reviewed by a committee in accordance with the Evaluation Methodology of Proposals – Policy 5.054 approved by your Board on March 31, 2009 and the IFB solicitation process, to determine the lowest price and most responsive and responsible bid.

The Honorable Board of Supervisors

January 25, 2022

Page 4

On December 20, 2021, notification of the IFB results were sent to the agencies, providing an opportunity to any non-selected Bidders to submit a Request for a Proposed Contractor Selection Review (PCSR). No transmittal form to request a PCSR was received by the deadline. Public Health obtained a Letter of Intent from the recommended Bidder.

Community Business Enterprise Program information as reported by the recommended Bidder is identified in Attachment B. The Bidder was selected without regard to gender, race, creed, color, or national origin for award of a contract.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow Public Health to partner with Focus Language International, Inc. DBA Focus Interpreting to provide Language Services for RWP eligible PLWH who reside in LAC.

Respectfully submitted,

Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

BF:np  
#06023

Enclosures

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




[Home \(/LACoBids/\)](#)

## [+ Solicitation Information](#)

<b>Solicitation Number:</b>	2021-005		
<b>Title:</b>	Invitation for Bids ((FB) #2021-005 for Language Services for Ryan White Program (RWP) Eligible Persons Living with HIV (PLWH)		
<b>Department:</b>	Department of Public Health		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	N/A
<b>Commodity:</b>	TRANSLATION SERVICES		
<b>Description:</b>	<p>The County of Los Angeles, Department of Public Health is issuing an Invitation for Bids (IFB) to solicit bids for a contract with a qualified contractor for the provision of Language Services for Ryan White Program (RWP) Eligible Persons Living with HIV (PLWH). Bids are due Monday, November 1, 2021 by 3:00 p.m. Pacific Time. Electronic copies of the IFB can be obtained via the following County of Los Angeles website:  <a href="http://publichealth.lacounty.gov/cg/index.htm">http://publichealth.lacounty.gov/cg/index.htm</a> under the "DPH OPEN SOLICITATIONS" heading.</p>		
<b>Open Day:</b>	9/27/2021	<b>Closed Date:</b>	11/1/2021 3:00:00 PM
<b>Contact Name:</b>	Naylene Pichon	<b>Contact Phone:</b>	() -
<b>Contact Email:</b>	NPichon@ph.lacounty.gov		
<b>Notice of Intent to Award (0) :</b>	<a href="#">+ Click here to view notice intent to award list.</a>		
<b>Solicitation Award (0) :</b>	<a href="#">+ Click here to view award list.</a>		
<b>Last Changed On:</b>	10/18/2021 9:15:24 AM		
<b>Attachment File (3) :</b>	<a href="#">+ Click here to download attachment files.</a>		


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**LANGAUGE SERVICES FOR RYAN WHITE PROGRAM (RWP) ELIGIBLE  
PERSONS LIVING WITH HIV (PLWH)  
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY**

<b>FIRM / ORGANIZATION INFORMATION</b>	<b>Focus Language International, Inc. DBA Focus Interpreting</b>
<b>Total Number of Employees in Firm</b>	8
<b>Business Structure</b>	Corporation
<b>Owners/Partner/Associate Partners</b>	
Black/African American	
Hispanic/Latin American	1
Asian or Pacific Islander	
American Indian	
Filipino	
White	
Unspecified	
<b>Total</b>	1
Female (should be included in counts above and also reported here separately).	
<b>Managers</b>	
Black/African American	
Hispanic/Latin American	
Asian or Pacific Islander	
American Indian	
Filipino	
White	
Unspecified	
<b>Total</b>	not specified
Female (should be included in counts above and also reported here separately).	
<b>Staff</b>	
Black/African American	
Hispanic/Latin American	
Asian or Pacific Islander	
American Indian	
Filipino	
White	
Unspecified	
<b>Total</b>	not specified
Female (should be included in counts above and also reported here separately).	
<b>Percentage of Ownership</b>	
Black/African American	
Hispanic/Latin American	100%
Asian or Pacific Islander	
American Indian	
Filipino	
White	
Unspecified	
<b>Total</b>	100%
Female (should be included in counts above and also reported here separately).	
<b>Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise</b>	
Minority	X
Women	
Disadvantaged	
Disabled Veteran	
Other	
<b>County Certification</b>	
Local Small Business Enterprise	
Social Enterprise	
Disabled Veteran Business Enterprise	
Other Certifying Agency	X

\*Figures are based on information provided by Bidder in its bid.