

County of Los Angeles Health and Mental Health Services

DATE: Wednesday, May 4, 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.

- Call to order
- II. Discussion Item(s):
 - a. CEO/DPH/DHS/DMH/MLK Community Hospital: Health and Race Equity on the 30th Anniversary of the Los Angeles Uprising: What has changed in the last 30 years?
- III. Presentation Item(s):
 - **a. DMH:** Adopt a Resolution Approving the Interagency Cash Transfer Agreement with the State of California Department of Rehabilitation for Fiscal Years 2022-23, 2023-24, and 2024-25
 - **b. DPH:** Approval to Execute a Master Agreement Work Order for the Provision of As-Needed Temporary Personnel Services to Support the Trauma Prevention Initiative Expansion Project for the Period of July 1, 2022 Through June 30, 2023 (#06222)

- c. DPH: Approval of an Ordinance to Amend Los Angeles County Code, Title 11 – Health and Safety Code, to Establish Safety Standards for Public and Private Swimming Pools (#06319)
- d. County Counsel/DPH: Approval of an Ordinance to Amend Title 8 –
 Consumer Protection, Business and Wage Regulations and Title 11 –
 Health and Safety of the Los Angeles County Code, to Establish
 Regulations for Children's Camps
- IV. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting
- V. 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
- VI. Public Comment
- VII. Adjournment







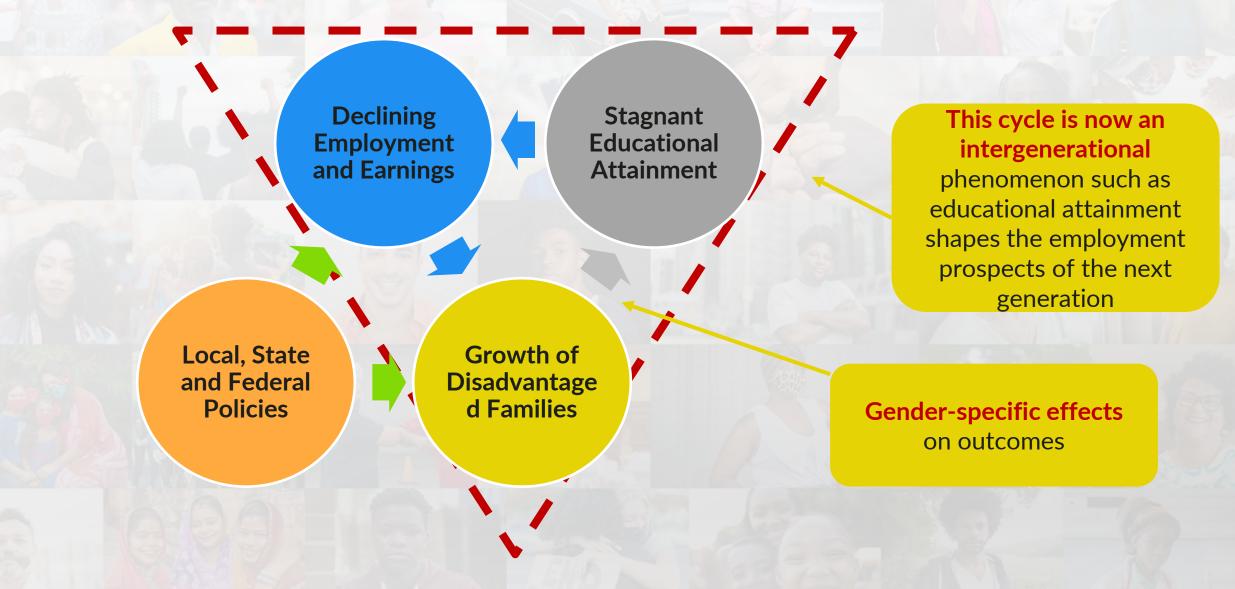
Today's Agenda

Welcome, Land Acknowledgement and Overview Understanding Anti-racism Contextualizing the Work Meeting the Moment LA Taking Action **Questions and Answers**





Concentrated Intergenerational Disadvantage

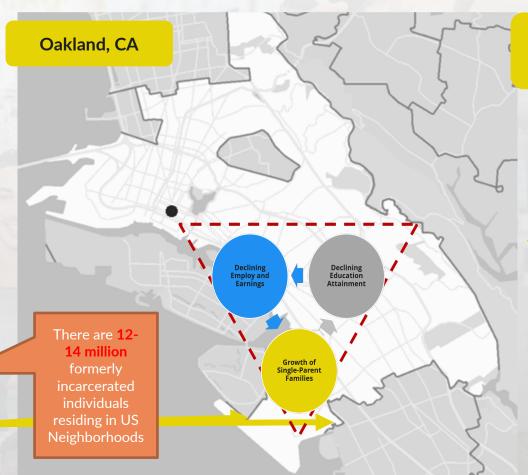


Source: Forward Change Consulting

Concentrated Intergenerational and Accumulated Disadvantage

- Economically vulnerable
 neighborhoods are over policed through aggressive law
 enforcement and order maintenance policing and
 under-protected from violence
 due to reduced "police
 legitimacy" and police
 effectiveness with regard to
 crime
- Issues like mass criminalization is also concentrated (Clear, 2007)

Mass Criminalization (War on Drugs, Immigrations and Incarceration)



Rise of concentrated and accumulated disadvantage

- The rise of concentrated poverty and jobless communities since the early 1970s (Wilson, 1996)
- Concentration of negative factors associated with poverty like crime, violence, poor school quality, drugs, disinvestment (Massey, 2007)

Factors That Influence Opportunity

Situated Choice

Ecological and Contextual Factors Environmental and experiential factors that interactively shape both human development and life course outcomes:

- Families
- Neighborhoods
- Schools
- Public Systems

Randomness

What we start with and what develops over people's lives

- Physical Health
- Cognitive development
- Mental Health
- Socioemotional Skills

Dimensions of Human Development



Life Course Outcomes

Institutionally defined milestones in life tied to specific age spans:

- School readiness
- High School Graduation
- Incarceration
- Stable Full-Time Employment
- Homelessness

Source: Forward Change Consulting

Why It Matters: Social Determinants of Health



Neighborhood Structural Characteristics Interfere with Individual Choice

Browning and Cagney (2003) argue that affluence might be a stronger predictor for health in areas of concentrated disadvantage. In short, individuals with access to more resources tend to stabilize the institutions in a community and maintain:

Social Support and Social Stability

Normative
Transmission of
Positive Health
Behaviors

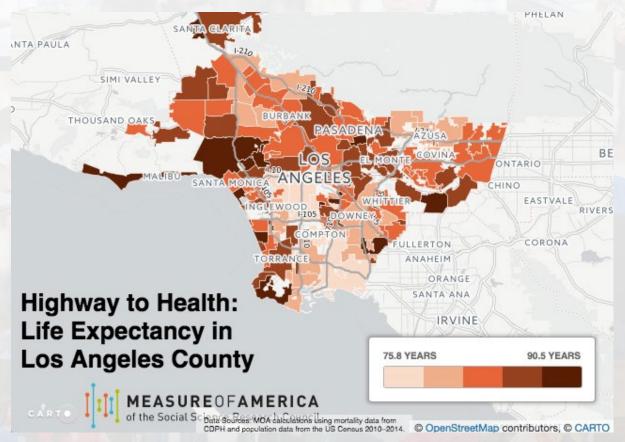
Collective Efficacy

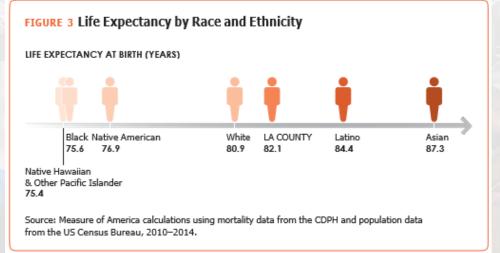
They hypothesized that these factors mediate the effects of structural conditions at the neighborhood level that the distribution of advantage is through affluent neighbors draw more and higher quality services. As such, when middle class families leave and municipal agencies falter, structural economic disadvantage and reduced economic ability occurs thereby limiting health promoting behaviors.

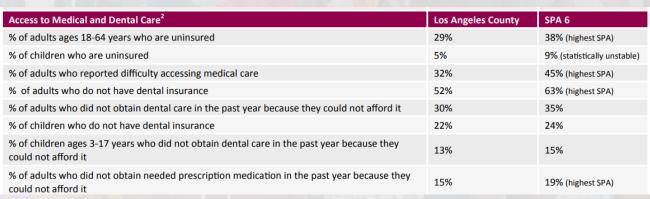
Stable poverty and social isolation lead to declining socio-economic structures and limit individual options, opportunities and choice.

COUNTY OF LOS ANGELES CEO . ANTI-RACISM, DIVERSITY & INCLUSION

Inequalities in Los Angeles County: Spatial and Racial









Source: DPH, 2014

Structural Racism & Disparate Outcomes

What is Structural Racism?

1

The 3 "structural"

<u>pillars</u> of

"Structural Racism"

- Institutional
- Spatial
- Relational (social networks)

2

Social processes
by which
structural racism
produces "durable"
inequality

- Exclusion
- Exploitation
- Control

(based on race and other ascribed characteristics like class at birth) First Order Consequences

3

Leads to
unfair disparities
In Life Course
Outcomes

Second Order Consequences

4

Disparities in one generation produces disparities in the next

Key life course outcomes including:

- education
- employment
- income
- housing
- health
- wealth
- crime
- incarceration
- death

Key life course outcomes including:

- education
- employment
- income
- housing
- health
- wealth
- crime
- incarceration
- death

Equality and Equity

When it comes to understanding the difference between equality and equity, we start by acknowledging that institutions and their systems have been intentionally designed to either benefit or exclude certain populations for so long that the outcomes people experience may appear unintentional, but are actually rooted in discriminatory practices and beliefs.

Often the definition of equity and equality sound alike however, they differ significantly and the use of one of the terms can lead to significantly different outcomes for people affected by decisions we make.

Equality typically refers to "the idea that each individual or group of people is treated the same, given the same resources or expected to take advantage of the same opportunities."

Equity, on the other hand, acknowledges that each person has different circumstances, backgrounds and starts from a different place.

As a result, equity refers to "the idea that differences matter and that systems must be balanced to distribute resources and opportunities needed to reach equal outcomes by treating everyone justly according to their circumstances."

Defining Racial Equity and Anti-Racism

Racial equity refers to what a genuinely non-racist society would look like. In a racially equitable society, the distribution of society's benefits and burdens would not be skewed by race.

This contrasts with the current state of affairs in which a person of color is more likely to live in poverty, be imprisoned, drop out of high school, be unemployed and experience poor health outcomes like diabetes, heart disease, depression and other potentially fatal diseases. Racial equity holds society to a higher standard. It demands that we pay attention not just to individual-level discrimination, but to overall social outcomes.

"In other words, racial equity would be a reality in which a person is no more or less likely to experience society's benefits or burdens just because of the color of their skin."

Anti-Racism is the "active process of identifying and eliminating racism by changing systems, organizational structures, policies and practices and attitudes, so that power is redistributed and shared equitably."

Source: National Action Committee on the Status of Women International Perspectives: Women and Global Solidarity





History of Racial Segregation

















Operationalization of Segregation in Housing Policies

1865

Thirteenth
 Amendment
 abolishes slavery

1910

 Baltimore adopts first racial zoning code

1933

 FDR's New Deal explicitly excludes or marginalizes black workers from job programs













1866

Fourteenth
 Amendment
 affirms equal
 protection under
 the law

1924

Standard State
 Zoning Enabling
 Act (SEZA) creates
 blueprint for
 segregationist
 zoning regulations

1934

 Federal Housing Administration insures mortgages only in approved communities (redlining)

Source: Summary & Analysis of the Color of Law, 2021

Operationalization of Segregation in Housing Policies

1944

 G.I. Bill creates job training and mortgage subsidies but African-American veterans denied benefits



- Brown v. Board of Topeka ends segregation in schools
- Housing Act of 1954 requires communities to "eliminate slums and blight" in order to receive federal funding for public housing

1960

 Fair Housing Act prohibits housing discrimination based on race, religion, national origin, sex, disability and family status











1949

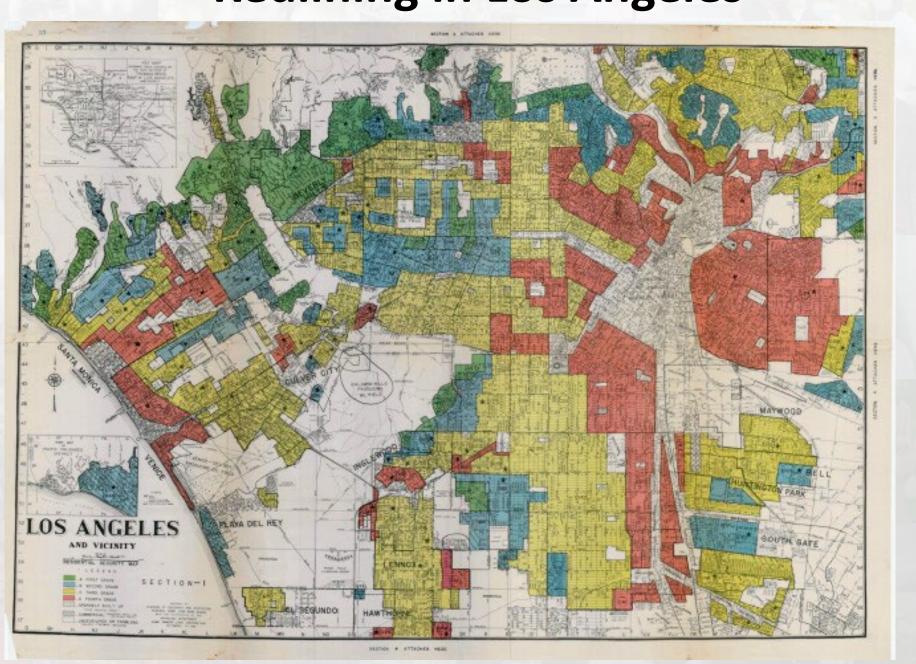
 American Housing Act expands FHA and creates 800,000 public housing units

1956

 Highway Act allows the use of federal funds for eminent domain to rid cities of "blight"

Source: Summary & Analysis of the Color of Law, 2021

Redlining in Los Angeles



Brief History of Los Angeles Uprisings

1943

Investigate Loyalty

quiry when the special

Inquiry on Jap Zoot Suiters Learn Lesson Activities Set in Fights With Servicemen



Gangs Stay Off Streets After Dark

Los Angeles Times

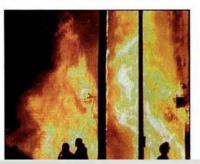
All 4 in King Beating Acquitted **Violence Follows Verdicts; Guard Called Out**



troops at mayor's request after arson, looting crupt. Ventura County jury apparently was not convinced that videotape told the whole story.

By RICHARD A. SERRANO

SIMI VALLEY-Four Los An beating of black motorist Rodney



RACING Ios Angeles Times A

THURSDAY MORNING, AUGUST 12, 1965

1965 1,000 RIOT IN L.A

Police and Motorists Attacked





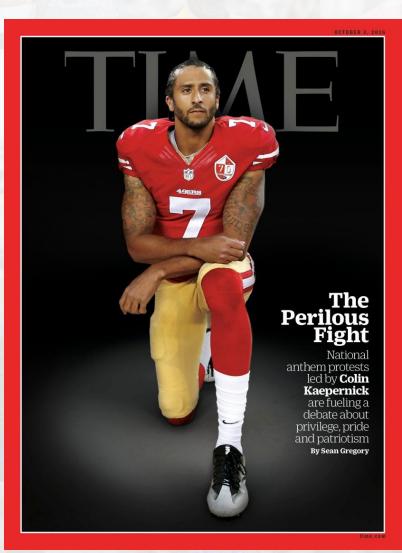
Routine Arrest of 3 Sparks Watts Melee: 8 Blocks Sealed Off







Fight for Hearts and Minds





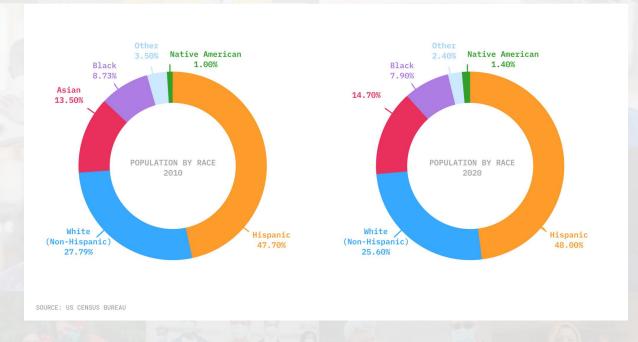




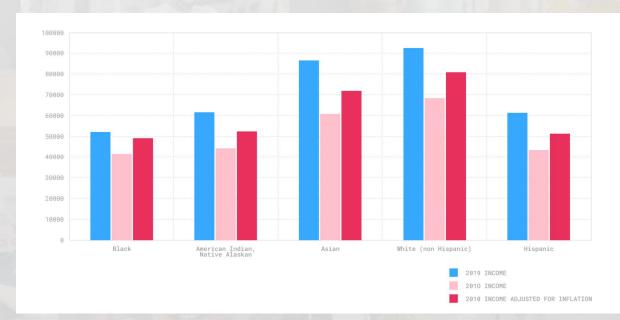


Change in the LA's Landscape Over Time

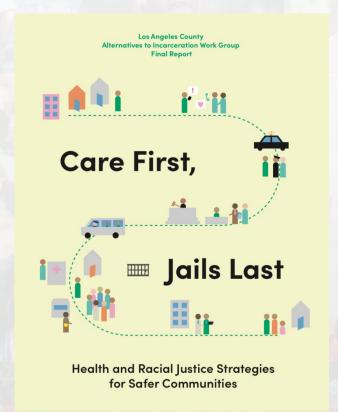
Los Angeles County population by race, 2010 vs. 2020



Changes in income broken down by race, 2010 vs. 2019

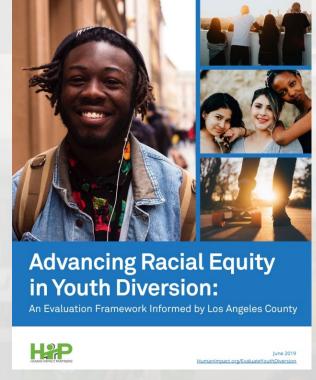


Change in the LA's Landscape Over Time









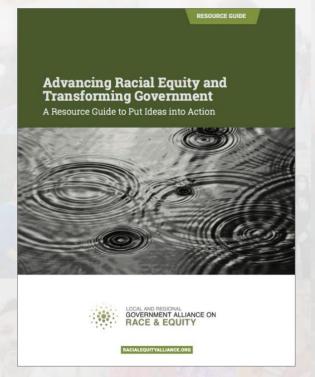


COUNTY OF LOS ANGELES CEO . ANTI-RACISM, DIVERSITY & INCLUSION

Institutional Transformation







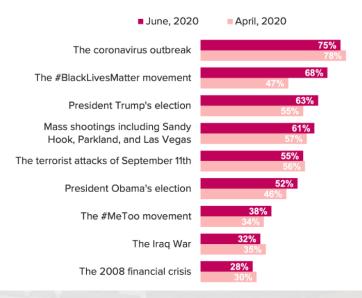




The Leadership of a New Generation (Z)

Gen Z Now Sees the Pandemic and Black Lives Matter Movement as the Two Most Impactful Events of Their Lifetimes

The share of respondents who say each event has had a major impact on their worldview















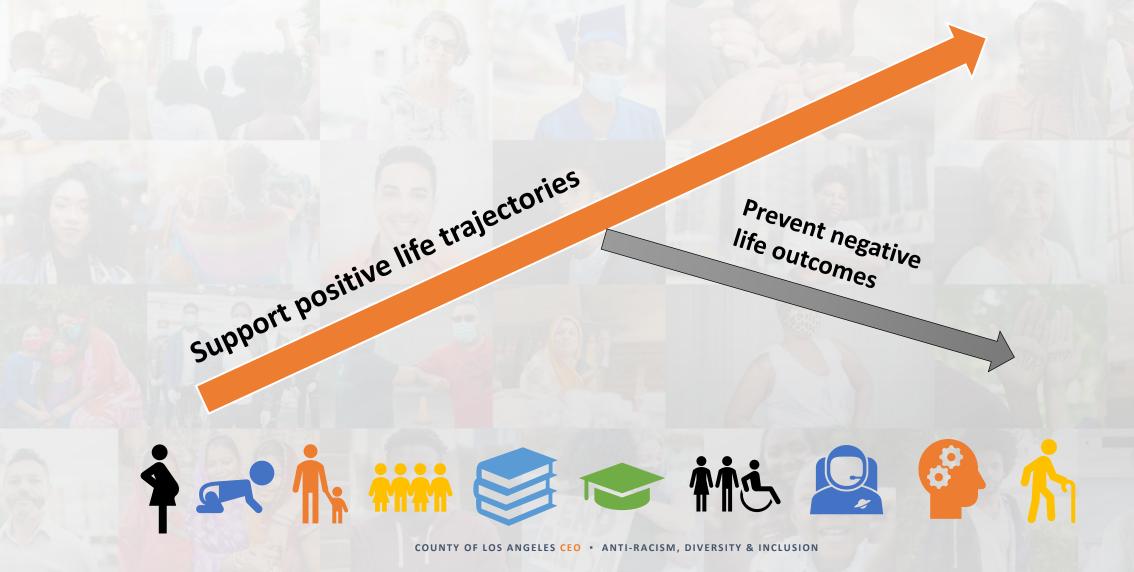
ANTI-RACISM,
DIVERSITY, &
INCLUSION
(ARDI) INITIATIVE



In July 2020, the Board of Supervisors passed a motion that created the Board's Eighth-Board directed priority known as the Anti-racism, Diversity, & Inclusion (ARDI) Initiative. The Board's motion boldly articulated an anti-racist agenda that will guide, govern, and increase the County's ongoing commitment to fighting racism in all its dimensions.

Vision for Racial Equity in Los Angeles County

Racial equity would be a reality in which a person is no more or less likely to experience society's benefits or burdens just because of the color of their skin.



What It Looks Like in LA County

Executive Team Leads

Equity Action Teams

Over 200 Departmental Staff (ETLs and EATs)

Trainings

- ARDI Orientation Sessions (A & B)
- Creating an Enabling Environment to Work with a Racial Justice Lens
- Active Listening, Growth Mindset, and Interrupting Bias
- Culture, Collaboration and Socialization

Racial Equity Tools

Policies, Procedures and Practices (PPP) Racial Equity Tool (RET) and Toolkit

In Progress

Countywide Training Framework

Additional Racial Equity Tools

Departmental Racial Equity Plans

Strategic
Alignment &
Accountability
Measures

Stakeholder Engagement Toolbox Narrative & Communications
Toolbox

Operationalizing Racial Equity in Government



The Role of Staff

- Learn the history and context of structural racism
- Reflect on your organization's role in perpetuating structural racism
- Examine the effects of implicit bias on internal and external organizational practices
- Involve the lived experience of affected people in your work
- Consider the messages, both implicit and explicit, being communicated
- Build anti-racism framework with clear goals around racial equity
- Align budgets to racial equity goals

Becoming an Anti-Racist Individual



Be Self-Aware

- Reflect on one's racial identity
- Understand how systems and institutions affect racial disparities
- Challenge one's beliefs & biases (implicit and explicit)
- Examine internalized racism



Increase Capacity

- Learn about structural racism
- Embrace a growth mindset
- Reject deficit thinking



Take Action

- Use inclusive language
- Partner with affected communities
- Target resources to close racial disparities

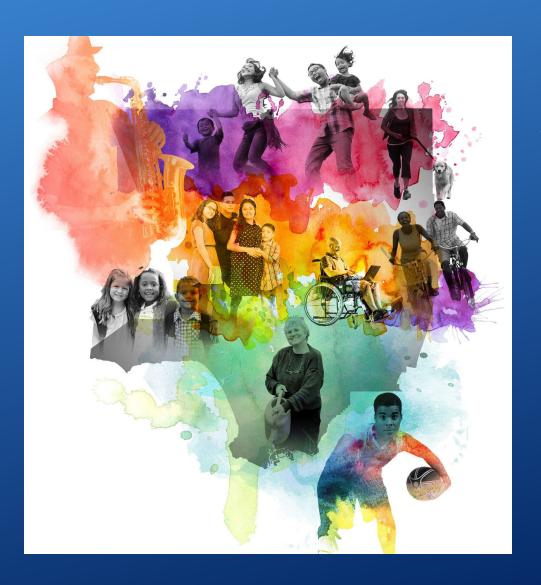










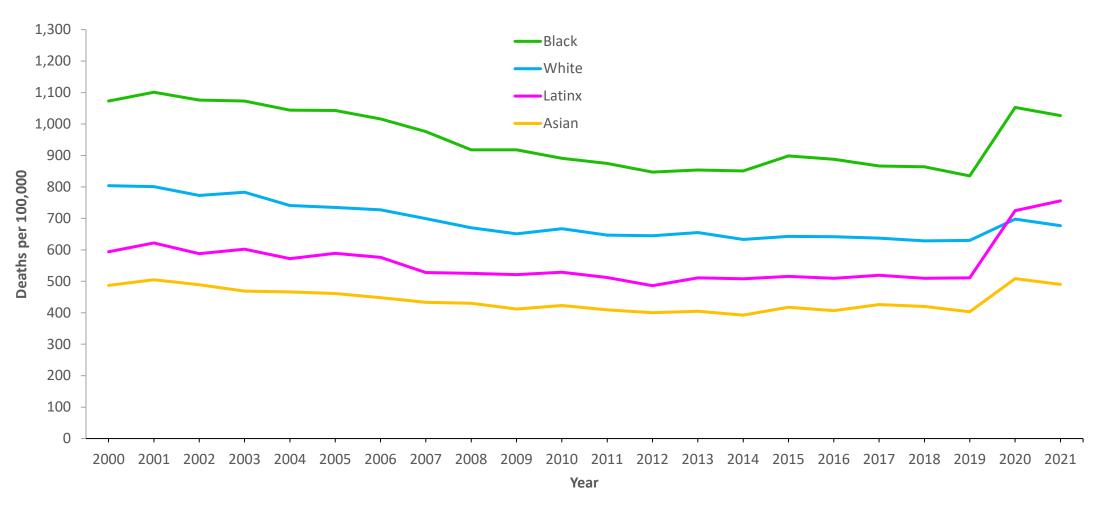


"Health & Race Equity on the 30th Anniversary of the Los Angeles Uprising: What has changed in the last 30 years?"

Health Cluster May 4, 2022

Dr. Barbara Ferrer, Director (she/her/hers)
LA County Department of Public Health

Age-Adjusted All-Cause Mortality Rates by Race/Ethnicity Los Angeles County, 2000-2021



Age adjusted mortality rates are age-adjusted using 2000 US Standard Population published by the National Center for Health Statistics. The rates for 2020 and 2021 are based on provisional death data and do not include out-of-state deaths.

Percent Increase in Age-Adjusted All-Cause Mortality Rates by Race/Ethnicity, 2019-2021

	2019-2021
Latinx	48%
Black	23%
Asian	22%
White	7%
LA County Overall Total*	23%

^{*} LA County Overall Total includes all deaths registered in LA County.

30-Day Age-Adjusted Rate of Hospitalizations per 100,000 by Vaccination Status and Race/Ethnicity, Ages 5+ February 16, 2022 – March 18, 2022

	Latinx	Black	White	Asian
Unvaccinated	35	22	21	11
Fully vaccinated	11	10	7	3

Health Inequities in 2020 Death Rates by Race/Ethnicity,

LA County	L.A. County	Asian	Latino	Black	White
Mortality					
Death rate from all causes (age-adjusted per 100,000)	726	534	742	1,039	699
COVID-19 death rate (age-adjusted per 100,000)	98.1	75.9	160.2	97.6	51.7
Coronary heart disease death rate (age-adjusted per 100,000)	106.8	80.7	93.6	163.4	112.7
Stroke death rate (age-adjusted per 100,000)	36.1	33.6	35.5	55.1	33.2
Chronic obstructive pulmonary disease death rate (age-adjusted per 100,000)	25.0	11.4	14.3	40.2	34.6
Lung cancer death rate (age-adjusted per 100,000)	21.0	22.2	12.9	31.5	23.8
Diabetes death rate (age-adjusted per 100,000)		26.9	41.4	54.7	19.6
HIV infection-related death rate (age-adjusted per 100,000)	2.1	0.4	2.0	6.1	1.7
Homicide death rate (age-adjusted per 100,000)	6.6	1.8	7.0	25.0	2.7
Maternal mortality ratio (per 100,000 live births), 2011-2020	17.9	15.4	14.8	59.0	13.9

Table does not include data for Native Hawaiian and other Pacific Islander or American Indian/Alaskan Native.

Prepared by the Office of Health Assessment & Epidemiology, Epidemiology Team (6/14/2021). For data sources/references please see notes section.

Social Determinants of Health: 5 Domains

RACISM & DISCRIMINATION Economic Health & Neighborhood & Social & **Education Built Environment** Healthcare Community Context **Stability** High school Access to healthy Access to Social cohesion **Poverty** graduation food/safe parks healthcare Density of alcohol, Language & Access to **Employment** tobacco, cannabis Civic participation literacy primary care establishments Early childhood Food Health Crime & violence Incarceration education security literacy Health **Environmental** Housing \$/per student Networks stability outcomes exposures

Social Determinants by Race and Ethnicity, LA County, 2018 Latinx White Black Asian **Among LA County Households** Percent that are food insecure¹ (among households with income <300 FPL²) 26.8% 16.4% 30.2% 33.3% 21.2% Percent that delayed or were unable to pay mortgage or rent in the past 2 years 9.4% 5.1% 12.4% 15.3% 5.8% Percent that reported spending more than 30% of income on rent/mortgage 42.1% 37.5% 50.8% 48.1% 32.5% Among LA County Adults (18 and older) Percent who reported being homeless or experiencing housing instability in the 7.5% *2.6% 7.7% 20.3% 5.5% past 5 years Percent who reported being treated worse than colleagues of other races while 7.8% 6.3% 8.2% 18.9% 4.2% at work in the past year³

Source: 2018 Los Angeles County Health Survey.

seeking health care in the past year⁴

Percent who reported being treated worse than people of other races while

Percent who reported always or usually receiving social/emotional support

3.8%

64.4%

*1.1%

56.9%

3.8%

56.1%

10.9%

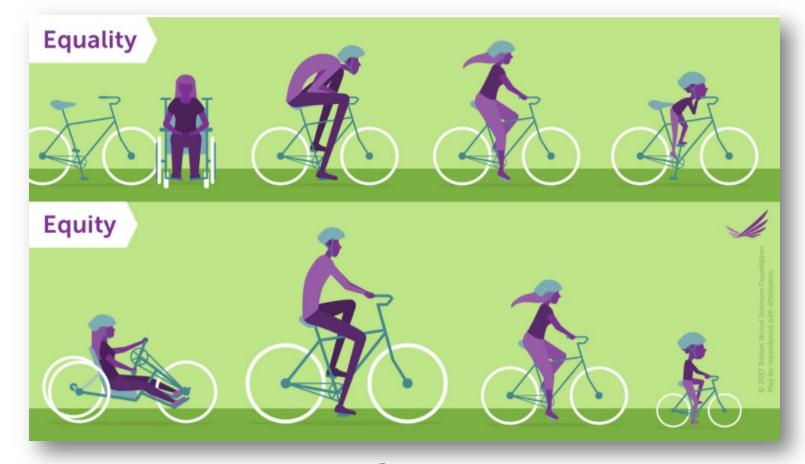
69.7%

2.1%

78.4%

^{*}Unstable estimates (relative standard error >30%).

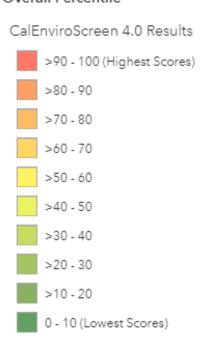
^{1.} Based on a short form of the household food security scale; 2. Based on U.S. Census 2016 Federal Poverty Level (FPL) thresholds; 3. Respondents who were unemployed or only encountered people of their same race at work were excluded from analyses; 4. Respondents who did not have health care in the past 12 months or only encountered people of their same race when seeking health care were excluded from analyses.

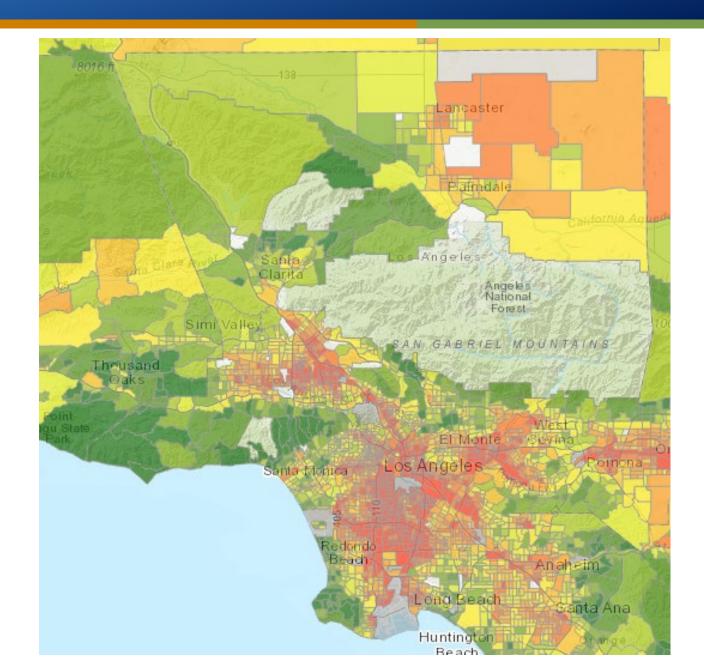


Health Equity means that everyone has the opportunities and resources needed for optimal health and well-being

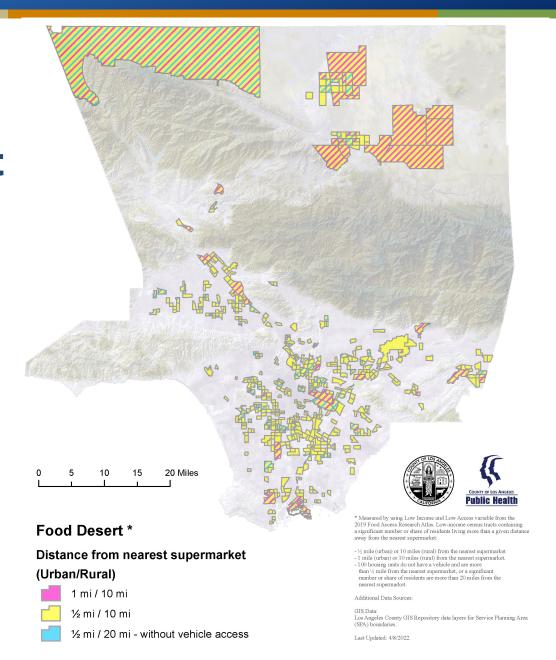
Pollution Burden in LA County CalEnviroScreen 4.0 Results, October 2021

Overall Percentile

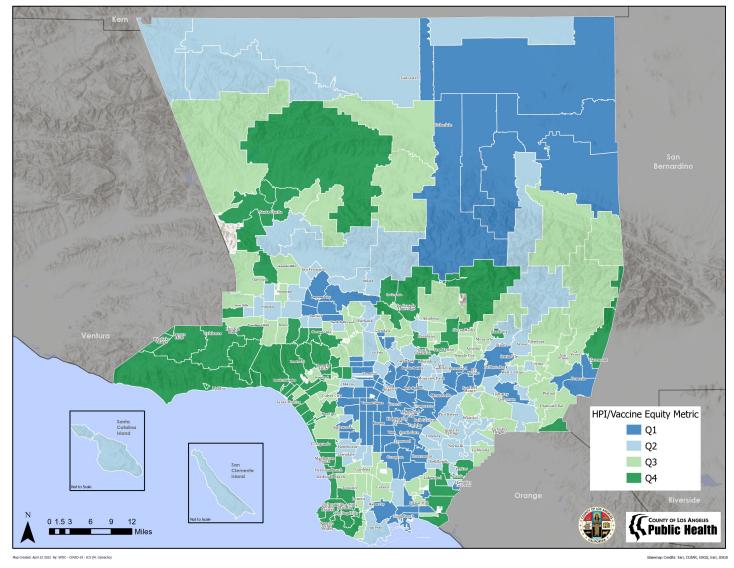




Food Deserts in LA County by Census Tract



HPI Community Map*



^{*}The Healthy Places Index (HPI) is a California Department of Public Health Vaccine Equity Metric that combines 25 community characteristics, like access to healthcare, housing, education, and more, into a single indexed HPI score.

Reframe the Work Using an Equity Lens

Conventional Question	Health Equity Question
How can we promote healthy behavior?	How can we target dangerous conditions and reorganize land use and transportation policies to ensure healthy spaces and places?
How can we reduce disparities in the distribution of disease and illness?	How can we eliminate inequities in the distribution of resources and power that shape health outcomes?
What social programs and services are needed to address health disparities?	What types of institutional and social changes are necessary to tackle health inequities?
How can individuals protect themselves against health disparities?	What kinds of community organizing and alliance building are necessary to protect communities?



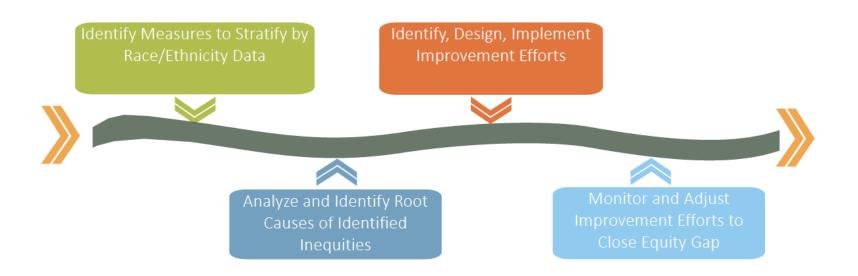
Health Equity

LA County Department of Health Services
Health and Mental Health Services Cluster
May 4, 2022



Health Equity Goals

- Ensure high-quality and equitable care for all DHS patients
- Eliminate health disparities
- Develop a comprehensive dashboard to identify disparities and close gaps



Examples of Potential Measures



Access and Availability of Care

Precision Scheduling for Specialty Care

Timely Appointments***

% Empaneled Patients
Actively engaged

Quality and Effectiveness of Care

Breast Cancer Screening*

Diabetes Control*

Controlling Blood Pressure*

Childhood Immunization Status* Experience of Care

Overall Rating of Hospital Stay***

Provider
Communication***

Courtesy/Respect from Nurses***

Courtesy/Respect from Office Staff***

Utilization of Care

Child & Adolescent Well Care Visits*

Post Inpatient
Admission Follow-Up

Ambulatory Care-Sensitive Admissions

Enhanced Care
Management
Enrollment**

Integration of Care

Screening for Depression and Follow-Up Plan*

Screening for Food Insecurity

Community Supports Services**

IDENTIFY MEASURES TO STRATIFY BY RACE /ETHNICITY

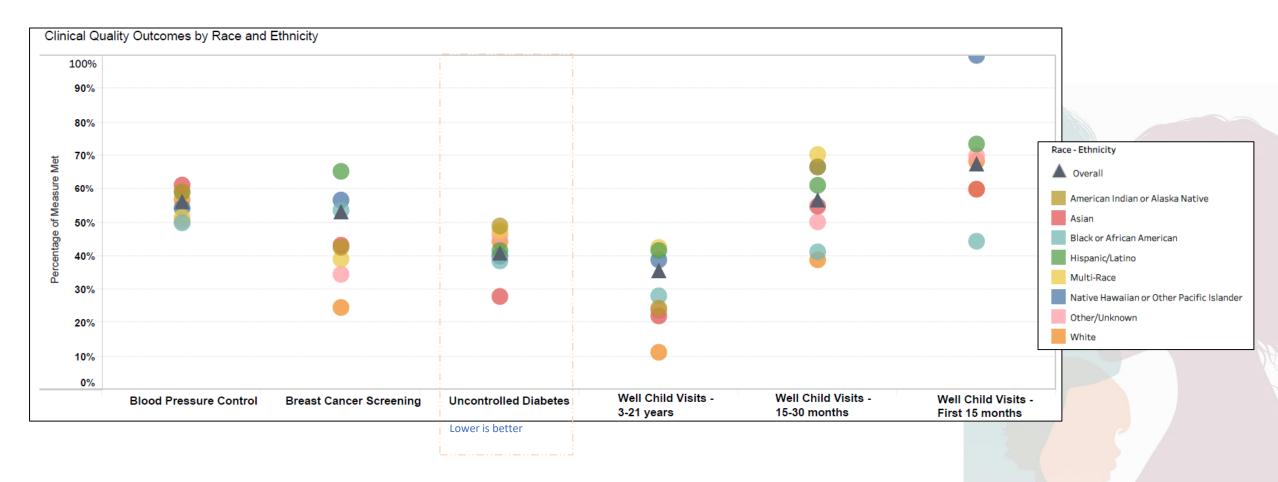


^{**}CalAIM

^{***}CG-CAHPS/HCAHPS



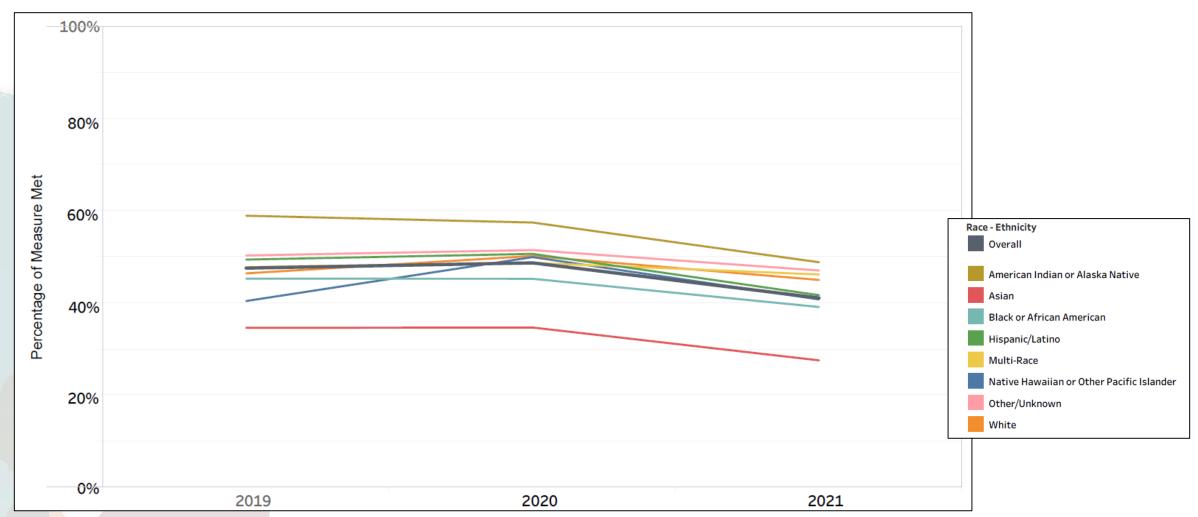
Clinical Quality Measures – Examples



December 2021



Data to be trended over time: e.g., Uncontrolled Diabetes (Lower is better)



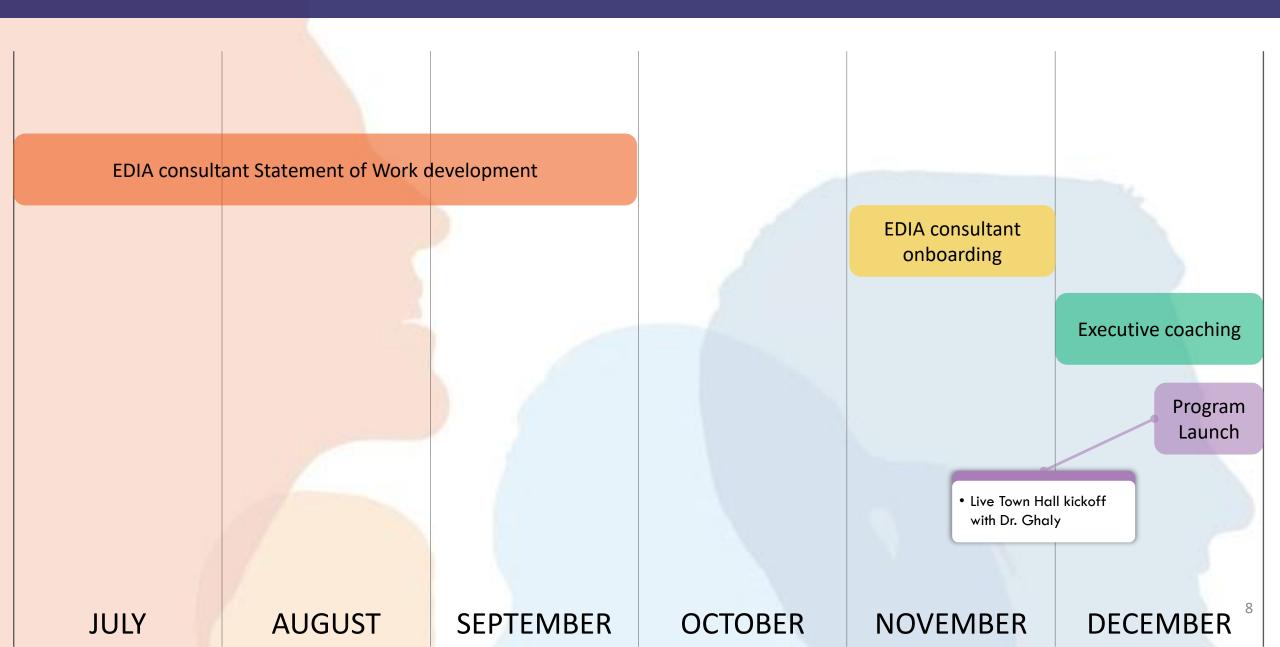


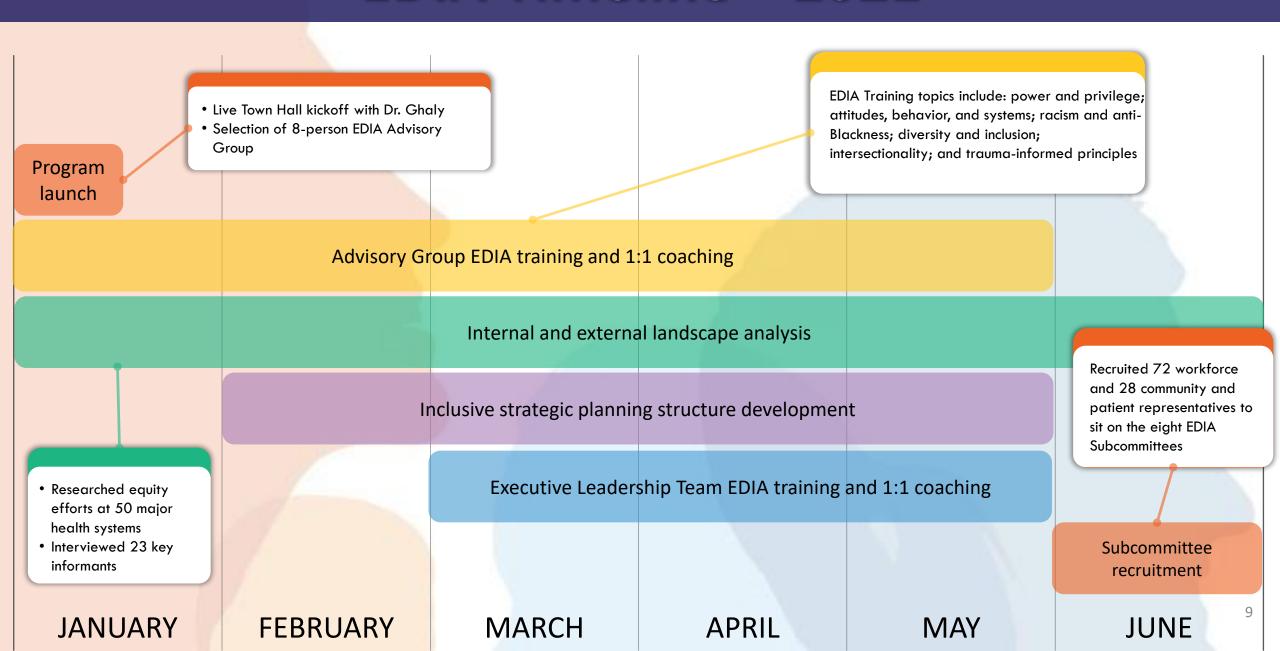
Next Steps

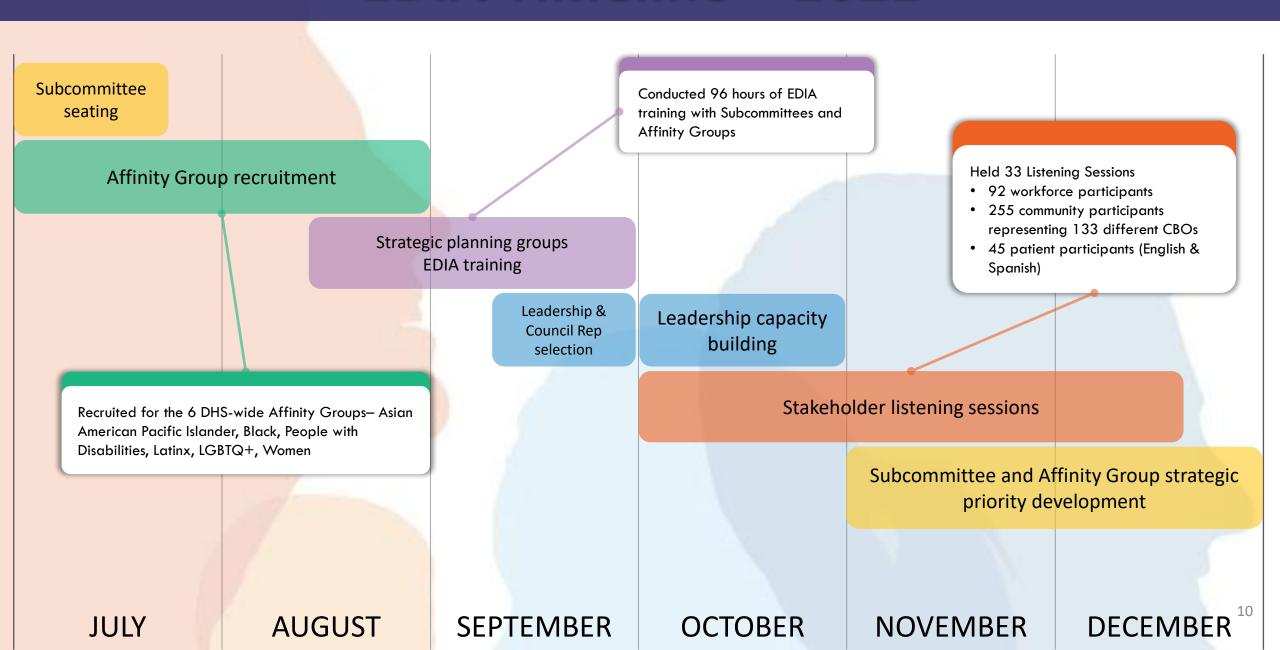
- Incorporate additional measures to the dashboard
- Develop additional filters to support finding root causes (e.g., actively engaged with PC)
- Identify gaps, implement targeted interventions, regularly monitor & improve performance



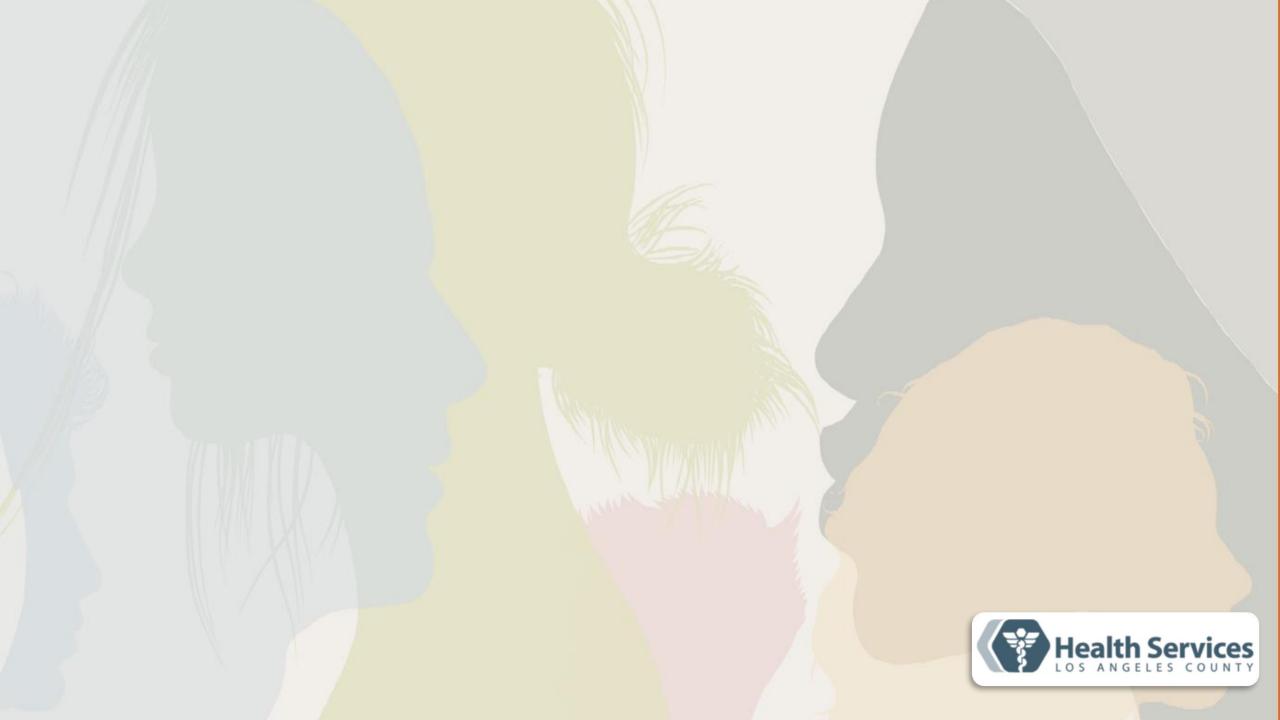
DHS' Equity, Diversity, Inclusion & Antiracism (EDIA) Initiative















MHSA CLIENT COUNTS Community Services and Supports(CSS)

CSS Programs

Full-Service Partnership

- Outpatient Care Services
- Alternative Crisis Services
- Housing
- Linkage
- Planning, Outreach and Engagement

UNIQUE CLIENTS SERVED

In FY 2020-21, **135,232** unique clients received a direct service.

Ethnicity

- 37% Hispanic
- 20% African American
- 18% White
- 5% Asian/Pacific Islander
- 1% Native American

Primary Language

- 79% English
- 14% Spanish

NEW CLIENTS WITH NO PREVOUS MHSA SERVICE

35,499 new clients were served with no previous MHSA service.

Ethnicity

- 36% Hispanic
- 14% African American
- 16% White
- 3% Asian/Pacific Islander
- 0.48% Native American

Primary Language

- 77% English
- 14% Spanish

MHSA CLIENT COUNTS Prevention and Early Intervention (PEI)

PEI PROGRAMS

UNIQUE CLIENTS SERVED

NEW CLIENTS WITH NO PREVOUS MHSA SERVICE

Examples:

- ACCESS Platforms
- Ambassador Network
- Suicide Prevention
- Evidence Based Practice (EBPs)
- Assertive Community
 Treatment (ACT) Approaches
 (Youth)
- Stigma and Discrimination Reduction (Campaigns)

In FY 2019-20, **42,784** unique clients received a direct service.

Ethnicity

- 45% Hispanic
- 9% African American
- 9% White
- 2% Asian/Pacific Islander
- 1% Native American

Primary Language

- 76% English
- 21% Spanish

23,277 new clients were served with no previous MHSA service

Ethnicity

- 42% Hispanic
- 9% African American
- 9% White
- 2% Asian/Pacific Islander
- 0.64% Native American

Primary Language

- 76% English
- 21% Spanish

Creation of the DMH ARDI Unit

- Creation of the DMH Anti-Racism, Diversity and Inclusion (ARDI)
 Unit
 - Formation of DMH ARDI Staff Advisory Council and DMH ARDI Action Plan to address equity issues inside the department
 - Leveraging the DMH ARDI Unit to address equity issues in service to the community

Efforts to Improve Equity Inside the Department

Intergroup Dialogues (IDGs)

• Built to create a psychologically safe space for employees to explore issues of racism in the workplace without fear of retaliation ("just culture")

Action Learning Committees (ALCs)

- Created to gather employee feedback and move feedback into actionable items; 100+ recommendations, including:
 - Increase staff awareness and acknowledgement of anti-Black racism through education to promote intra-personal growth
 - Enhance staff well-being and empowerment
 - Increase hiring, supervision, and professional advancement
 - Build strong commitment, accountability, and responsiveness of Executive Management and everyone in leadership roles

Efforts to Improve Equity in Service to Community

ARDI and YourDMH/Underserved Cultural Community (UsCC) stakeholder groups

- DMH ARDI is working closely with the UsCC leadership to implement actionable items and provide support for related MHSA funding, capacity building projects and beyond.
- Integration of American Sign Language (ASL) and ADA services into ARDI

Speaker's Bureau

- Comprised of Licensed Clinicians who are linguistically and culturally certified
- Over 13 anchor languages represented, include clinical expertise, LGBTQ+, and Veterans

• Expansion of the Promotora-es/Promoters From LatinX to other Communities

- African-American, Black Heritage, Asian, Pacific-Islander (API), Alaska and Native American, Access For All, Eastern, Middle Eastern, and LGBTQ+ (Directly Operated)
- Creation of the Community Ambassador Networks (CANs)
 - Trusted community members with lived experience and trained to serve as lay mental health access agents, navigators and mobilizers (Legal Entities, "COVID Impact Map")







Approval of an Ordinance to Amend Los Angeles County Code, Title 11, Health and Safety Code, to Establish Safety Standards for Public Pools in Los Angeles County

Health and Mental Health Services Meeting May 4, 2022



Board Motion Components

- Department of Public Health to work with County Counsel to amend County code
 - To require all public swimming pools that require lifeguard services, and all children camps and schools that have public pools and public swimming areas, to implement Aquatic Safety Plans and require training in CPR and first aid
 - To require lifeguard service under Health and Safety Code section 116045
 at public pools located at children's camps and schools, and identify the
 number of lifeguards required
 - To require owner or operator of any public pool or public swimming area to immediately notify the Department of Public Health in the event of a fatal or non-fatal drowning incident



Board Motion Components

- This Board Motion directs the Department of Public Health to:
 - Make all fatal drowning data (but not personally identifiable information) publicly available on a yearly basis
 - Consult with representatives from public health, public safety, pediatrics, and nonprofit drowning prevention organizations to develop public messaging, educational materials, and promote resources on drowning prevention



Progress Since this Board Motion

- FATAL AND NON-FATAL DROWNING NOTIFICATIONS
 - County Emergency Medical Services and Fire have implemented a plan to notify the Public Health Emergency Desk (24 hours/7 days a week) of drowning or non-fatal drowning incident responses at public pools
- FATAL DROWNING DATA
 - Summary findings on drowning and submersion deaths will be reported each
 July for the preceding calendar year



Progress Since this Board Motion

- PUBLIC MESSAGING
 - Environmental Health created a drowning prevention banner on our main page to direct people to the drowning prevention site
- CONSUMER PRODUCT SAFETY COMMISSION GRANT
 - \$400K, two-year grant for education, training, and enforcement of pool safety requirements
 - A Community Outreach specialist will (a) conduct supplemental surveys of pools at multi-family dwellings in high-risk areas for pool safety and Virginia Graeme Baker Act compliance; and (b) provide outreach to parents and members of the public on drowning prevention





Stakeholder and Public Outreach

STAKEHOLDER MEETINGS

- Held 3 stakeholder meetings in 2021 and 2022 to gather input on proposed ordinance content, implementation, and messaging
- Participants included Meow Meow Foundation, Safe Kids California, the American Red Cross swim schools, and County departments

PUBLIC MEETINGS

- Held 4 public stakeholder meetings in Spring 2021 inform the public, families, and pool operators about the proposed ordinance updates and answer questions
- No significant concerns expressed regarding the code updates
- Questions included clarifying the lifeguard requirements, and conditions that would warrant pool owners/operators reporting drowning incidents to DPH



New Definitions

- "Accredited lifeguard supervisor"
 - ✓ A person who holds a current American Red Cross Senior Lifesaving Certificate or equivalent with the ability to monitor lifeguard performance
- "Lifeguard services"
 - ✓ The attendance at a public swimming pool, during periods of use, of one or more lifeguards who are accredited lifeguards and who are trained to administer first aid, including, but not limited to, cardiopulmonary resuscitation (CPR) and who have no duties to perform other than to supervise the safety of participants in water-contact activities



- Expands where lifeguard services are required
 - Children's camps, schools, and probation camps
 - Public swimming pools where a direct fee is charged
 - ✓ Public pools with an induced current or wave action, including but not limited to, wave pools and lazy rivers
 - ✓ Waterslides
 - Public swimming pools or venues if alcohol is served



- Section 11.32.050 to require Aquatic Safety Plans that include:
 - Staffing Plan
 - ✓ Lifeguard Plan
 - Emergency Action Plan
 - ✓ Biohazard Action Plan
 - Accidental Chemical Release Plan
- Require owner/operator to notify PH of all lifeguard rescues and activation of Aquatic Emergency Action Plan



Reporting requirements

- The public pool owner/operator is required to notify Public Health of all lifeguard rescues where the accredited lifeguards enter the water and activate the aquatic Emergency Action Plan
- Records shall be maintained by the owner/operator for a minimum of two years from the date of incident
- All incidents of a drowning, which required emergency medical treatment and transportation to a health facility or death shall be reported by the swimming pool owner/operator to the Department within 24 hours of the incident.



Number of Impacted Pool Operators

- Camp pools 38
- Pools that charge a fee (Country Club, Organization, and Water Park pools) – 43
- Swim schools 4
- Municipal Pools 39

These reflect public pools within the unincorporated areas of the County



Public Notification and Enforcement

Transparency

Inspection reports will be available for all pools on the Environmental Health website

http://publichealth.lacounty.gov/eh/i-want-to/view-inspection-results.htm

Progressive Enforcement

- Education provided to operators with time given for compliance
- Permit may be suspended or revoked
- May be issued an administrative citation
- May be referred to City Atty/DA for misdemeanor citation



Proposed Implementation Plan

Anticipated timeline for adoption by the Board of Supervisors

- May 17: Intro and first reading
- July 8: Ordinance becomes effective
- Six-month period for education and outreach to affected public pool operators

January 2023

 All public pools subject to this ordinance must meet ordinance requirements



Program Staffing and Funding

- Environmental Health Specialists IIIs in the Recreational Waters
 Program will be verifying compliance with the new requirements
 during their routine inspections
 - Estimate is 252 to 378 additional hours required to complete inspections of pools affected by ordinance change
- Additional time for this activity will be evaluated and included in the next fee study and will return to the Board with determination whether additional staff or fees are needed



Discussion

Liza Frias, R.E.H.S.

Director of Environmental Health
Los Angeles County Department of Public Health

Ifrias@ph.lacounty.gov

Children's Camp Ordinance

Presented by

County Counsel

8

the Department of Public Health

Board Motion 2021-326

- Drowning death of Roxie Forbes
- Lack of oversight of children's day camps
 - California State law is behind other states
- Numerous attempts with State legislation proposed over the past 10 years
- <u>Board Motion June 2021</u>
 Instructs DPH to set forth requirements for all camps within its jurisdiction (unincorporated county)

Current Role of Environmental Health

Children's overnight camps as currently defined in County Code are regulated by State law

- State law uses the term "organized camps"
- Regulations apply to camps with 4 or more consecutive overnight stays (5 days)
- Current State law includes minimum health and safety standards
- The Environmental Health Division enforces State regulations for organized camps in its jurisdiction

Proposed New Definition - Children's Camp

Children's camp means a site with program(s) and facilities:

- Attended by five or more children ages 3-17,
- Established for the primary purposes of providing a group experience with social, spiritual, educational, or recreational objectives,
- Operates for over 3 hours per day, and
- At least 5 days during any 12-month period.

This includes no more than one overnight stay per season (consecutive 90 days)

Exemptions

Children's camp does not include the following:

- Program(s) and facilities subject to licensure by the California Department of Social Services;
- 2. Any place of detention maintained by a government agency;
- 3. Program(s) and facilities commonly referred to as "drop-in" recreation programs in which attendees may participate without signup or registration;
- 4. Outdoor education programs and classes offered by school districts, county boards of education, or private schools, to their students operated pursuant to California Education Code requirements.

Jurisdiction of County Ordinance

Geographic areas covered

- Children's camps in the unincorporated areas of the county will be required to meet minimum health and safety standards
- Incorporated cities will need to adopt new County Code for the requirements to apply to camps located within city boundaries

Staff Ratios (staff:camper)

Current Law (Organized Camps)

17 C.C.R. 30741(d): Lifeguard service shall be provided at a lifeguard to camper ratio of **1:25**

17 C.C.R. 30751(b): Counselor supervision (18 years or high school graduate) to camper (under 16) ratio of **1:10**

New Ordinance

- Counselor supervision to camper (ages 3 –
 5) ratio of 1:12
- Counselor supervision to camper (ages 6 and above) ratio of 1:15

Passive Activities

 Counselor supervision to camper ratio during passive activities of 1:25

Specialized Activities

- Qualified counselor supervision to camper (ages 3 – 5) ratio of 1:6
- Counselor supervision to camper (ages 6 and above) ratio of 1:8

Offsite Trips

 Above staff ratios must be maintained at all times, and no less than 2 counselors

Counselor Requirements

Current Law (Organized Camps)

17 C.C.R. 30751(b): For every 10 campers (under age 16), there must be 1 counselor who is at least age 18 or a high school graduate.

17 C.C.R. 30751(b): Director and counselors shall not have direct unsupervised contact with campers w/o satisfactory criminal history record check and voluntary disclosure statement, as defined.

New Ordinance

<u>Counselor</u>: Must be at least 16 years old and at least 2 years older than any minors they are supervising.

Background Checks: All persons age 18 or older who work or volunteer at a children's camp must complete a voluntary disclosure statement, have a criminal background check, and a search completed of the U.S. Dept. Of Justice National Sex Offender Registry

<u>First Aid Training</u>: All counselors must be trained in the principals of First Aid and CPR

Camp Director Requirements

Current Law (Organized Camps)	New Ordinance
17 C.C.R. 30751: Directors must be at least 25 years old and have at least 2 seasons of administrative/ supervisor experience in camp activities	Director must be at least 25 years old and have at least 2 seasons of administrative or supervisory experience in camp activities Acting Director may be designated for up to 25% of time when Director is offsite. Designee must be must be at least 21 years old with and have at least 2 years experience as a counselor.
	2 years experience as a counselon

Specialized Activities

Current Law (Organized Camps)

No "Specialized Activities" currently defined in the law.

However per 17 C.C.R. 30741, Lifeguard services shall be provided at any location used for swimming by campers.

New Ordinance

"Specialized recreational activity" means an activity that may expose a camper to risk of serious injury because of the activity's inherent danger.

Includes, but is not limited to, ziplining, diving, boating, horseback riding, rock climbing, shooting sports, canoeing, aquatic events, and other activities determined by the Department based on such characteristics as height, speed, water depth, physical contact with another participant or object, and/or use of certain equipment.

Specialized recreational activities do not include sports played on courts or fields.

* Staff who operate and/or monitor specialized activities must have training and experience with the relevant equipment, procedures and safety considerations for that activity.

Passive Activity

Current Law (Organized Camps)	New Ordinance
No "Passive Activities" currently defined in the law.	Passive Activity means an activity that takes place for a limited time in a defined area, where campers are spectators, or have limited mobility. Such activities may include, but are not limited to, storytelling, coloring, viewing movies or drama, singing, board games, computer use, and classroom instruction.

Health Supervisor Position

Current Law (Organized Camps)

17 C.C.R. 30750: When campers present, there shall be a full-tine adult Health Supervisor

17 C.C.R. 30700(f): "Health Supervisor" is a physician, registered nurse, licensed vocational nurse who is licensed pursuant to Div 2 of B&P Code **or** a person who is trained in accordance with H&S 1596.866 – which requires "one director or teacher" to have at least 15 hours of H&S training and if applicable, at least one hour of training as enumerated

New Ordinance

A <u>children's day camp</u> (no more than 1 overnight <u>stay</u>), shall have a qualified person on duty and present at the site at all times. The qualified person is charged with ensuring compliance with the camper health plan. A "qualified person" is either the director or designee who otherwise meets the definition of director and is trained to implement the camper health plan.

A <u>children's overnight camp</u> (2 or more overnight stays) or a <u>children's day camp that is located in a rural area</u>, shall ensure that a full-time adult health supervisor charged with health supervision be present when campers are present.

Water Activities

Current Law (Organized Camps)	New Ordinance
	 <u>Lifeguard services</u> equivalent to those defined in California Health and Safety Code, Section 116028 shall be provided at any location used for swimming by campers. For all waterfront activities involving campers, staff members or visitors, there shall be a designated <u>aquatics supervisor</u> who is at least 18 years old with an American Red Cross Lifeguard Certificate, YMCA Swim Lifesaving Certificate, or equivalent certificate.
	 Lifeguard service at lifeguard to camper (in the water) ratio of 1:25.

Additional Requirements: Written Operating Procedures

- 1. Health safety plan which may include providing medication and addressing specific health needs of campers and staff;
- 2. Equipment and maintenance plan and records;
- 3. Meal/food safety plan (if applicable);
- 4. Emergency and safety procedures, including the storage and handling of any hazardous materials on site

Application, Registration, and Permitting

Application	 All children's camps must submit an application for registration or a public health permit
Registration	 Children's camps operating for 4 weeks or less
Permit	All other children's camps

Permitting and Inspection Requirements

Notice of intent to operate with written operating Registration procedures must be submitted at least 30 days before operation begins Application and site evaluation prior to approval Additional inspections on a complaint basis **Permit** ADDITIONAL REQUIREMENT At least one additional inspection annually

Enforcement and Public Notification

Progressive Enforcement

- Education can be provided to operators with time given for compliance
- Notice of Violation
- Registration/Permit may be suspended or revoked
- May be issued an administrative citation
- Misdemeanor citation

Public Notification

- Environmental Health website will list the names of all permitted camps
- Inspection reports will be available for permitted camps

Fees

Application for registration a public health permit and site evaluation	546.00
Annual registration for camps operating 4 weeks or less	182.00
Annual permit for < 250 campers	513.00
Annual permit for 250+ campers	593.00
Annual permit for <u>specialized recreational activities/overnight</u> (< 250 campers)	705.00
Annual permit for <u>specialized recreational activities/overnight</u> (250+campers)	888.00
Organized camp	772.00

New Ordinance Timeline

- May 17, 2022 Introduction and first reading
- June 8, 2020 Second reading
- 2022 Camp Season Education of Ordinance Requirements
- January 1, 2023 Ordinance becomes effective
- March 1, 2023 Enforcement for failure to register or obtain a permit

BOARD LETTER/MEMO CLUSTER FACT SHEET



CLUSTER AGENDA REVIEW DATE	5/4/2022		
BOARD MEETING DATE	5/17/2022		
SUPERVISORIAL DISTRICT AFFECTED	⊠ All □ 1 st □ 2 nd □ 3 rd □ 4 th □ 5 th		
DEPARTMENT(S)	Mental Health		
SUBJECT	Request adoption of a resolution approving the Interagency Cash Transfer Agreement with the State of California Department of Rehabilitation to provide an integrated program of vocational rehabilitation and employment services for individuals with disabilities who are eligible to receive services from both the State of California Department of Rehabilitation and the Los Angeles County Department of Mental Health.		
PROGRAM	State of California Department of Rehabilitation (DOR)		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	Yes □ No		
SOLE SOURCE CONTRACT	☐ Yes No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The existing State DOR Agreement is set to expire on June 30, 2022		
COST & FUNDING	DMH total cost: State Mental Health Services Act (MHSA) and year 2011 Realignment		
	In addition, the State DOR will leverage \$4,082,118 of federal funds per fiscal year. The total annual funding for the integrated program of vocational rehabilitation and employment services is \$5,186,935 per fiscal year.		
	TERMS: Fiscal years 2022-23, 2023-24, and 2024-25		
PURPOSE OF REQUEST	To ensure continuous vocational rehabilitation and employment services are provided to DMH clients with psychiatric disabilities to maximize their ability to live independently in their recovery.		
BACKGROUND (include internal/external issues that may exist including any related motions)	California Welfare and Institutions Code Sections 19008 and 19013 authorize the State DOR to cooperate with other departments, agencies, and institutions, both public and private, in providing vocational rehabilitation and employment services to individuals with disabilities. The State DOR's Vocational Rehabilitation Services Program is an integral part of a statewide workforce development system designed to assess, plan, develop, and provide vocational rehabilitation services for individuals with disabilities who are eligible to receive services from both State DOR and LACDMH.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☐ No		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Maria Funk, (213) 943-8465, MFunk@dmh.lacounty.gov Emily Issa, Deputy County Counsel, (213) 974-1827, Elssa@counsel.lacounty.gov		
	, , , , , , , , , , , , , , , , , , , ,		



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

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

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

Curley L. Bonds, M.D. Chief Medical Officer Lisa H. Wong, Psy.D. Senior Deputy Director

May 17, 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:

ADOPT A RESOLUTION APPROVING THE INTERAGENCY CASH TRANSFER AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION FOR FISCAL YEARS 2022-23, 2023-24, AND 2024-25 (ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Request adoption of a resolution approving the Interagency Cash Transfer Agreement with the State of California Department of Rehabilitation to provide an integrated program of vocational rehabilitation and employment services for individuals with disabilities who are eligible to receive services from both the State of California Department of Rehabilitation and the Los Angeles County Department of Mental Health.

IT IS RECOMMENDED THAT YOUR BOARD:

- Adopt and instruct the Chair of your Board to sign and execute a resolution (Attachment I), authorizing the Director of Mental Health (Director), or designee, to execute the Interagency Cash Transfer Agreement (ICTA) No. 31987 (Attachment II) with the State of California Department of Rehabilitation (State DOR) for Fiscal Years (FYs) 2022-23, 2023-24, and 2024-25.
- 2. Approve and authorize the Director, or designee, to sign and execute the ICTA No. 31987 (Attachment II) with State DOR to provide vocational and employment services for FYs 2022-23, 2023-24, and 2024-25. The Department of Mental Health (DMH) will provide \$1,104,817 per fiscal year, fully funded by State Mental Health Services Act (MHSA) and 2011 Realignment revenue. The State DOR will leverage

\$4,082,118 of federal funds per fiscal year. The total annual funding for the integrated program of vocational rehabilitation and employment services is \$5,186,935.

- 3. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the State DOR ICTA, provided that any such amendment is necessary to: 1) reflect revisions required by State DOR and/or revisions requested by either party to the terms and conditions, and/or 2) allow for rollover of unspent funds upon State DOR approval, with any such amendment subject to prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Officer (CEO).
- 4. Delegate authority to the Director, or designee, to terminate the State DOR ICTA described in Recommendation 2. The Director, or designee, will provide written notification to your Board and CEO of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The existing State DOR Agreement is set to expire on June 30, 2022. Board approval of the recommended actions will ensure continuous vocational rehabilitation and employment services are provided to individuals with psychiatric disabilities.

Board approval of Recommendations 1 and 2 will adopt the required resolution and authorize the Director, or designee, to execute the State DOR ICTA for FYs 2022-23, 2023-24, and 2024-25.

Board approval of Recommendation 3 will allow DMH to amend the State DOR ICTA to reflect revisions required by State DOR and/or revisions requested by either party to the terms and conditions, and/or allow for rollover of unspent funds.

Board approval of Recommendation 4 will allow DMH to terminate the State DOR ICTA in a timely manner, as necessary.

<u>Implementation of Strategic Plan Goals</u>

These recommendations support the County's Strategic Plan Goal I, Make Investments That Transform Lives via Strategy I.2 Enhance Our Delivery of Comprehensive Interventions.

The Honorable Board of Supervisors 05/17/22 Page 3

FISCAL IMPACT/FINANCING

For FY 2022-23, DMH will provide a total amount of \$1,104,817, of which \$248,008 is funded by State MHSA and \$856,809 is funded by 2011 Realignment revenue. Funding is included in DMH's FY 2022-23 Recommended Budget.

State DOR will leverage \$4,082,118 of federal funds, for a total annual program budget of \$5,186,935 as detailed in Attachment II (Exhibit B – Budget Detail and Payment Provisions).

Funding for future fiscal years will be requested through DMH's annual budget request process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Welfare and Institutions Code Sections 19008 and 19013 authorize the State DOR to cooperate with other departments, agencies, and institutions, both public and private, in providing vocational rehabilitation and employment services to individuals with disabilities. The State DOR's Vocational Rehabilitation Services Program is an integral part of a statewide workforce development system designed to assess, plan, develop, and provide vocational rehabilitation services for individuals with disabilities who are eligible to receive services from both State DOR and DMH in accordance with 34 C.F.R. Section 361.42(a)(1).

The State DOR ICTA will combine both staff and financial resources to provide an integrated program of vocational rehabilitation and employment services utilizing State DOR's federal share of cost and DMH's non-federal share as an allowable source of match funding in accordance with 34 C.F.R. Section 361.60(b). The State DOR and DMH ICTA funding will be used to support staff and service costs necessary for vocational assessments, occupational skills training, job placement, and other supportive services to obtain and maintain employment for individuals with disabilities, consistent with each individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice so that individuals may prepare for and engage in competitive integrated employment and achieve economic self-sufficiency.

The State DOR ICTA (Attachment II) has been reviewed and approved as to form by County Counsel.

The Honorable Board of Supervisors 05/17/22 Page 4

IMPACT ON CURRENT SERVICES OR PROJECTS

Board approval of the recommended actions will ensure DMH clients with psychiatric disabilities obtain and maintain employment and maximize their ability to live independently in their recovery.

CONCLUSION

DMH requires three original executed resolutions of Attachment I. It is requested that the Executive Office, Board of Supervisors notify the DMH Contracts Development and Administration Division at (213) 943-9146 when the documents are available.

Respectfully submitted,

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

JES:GCP:SK RLR:SC:atm

Attachments (2)

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

Chairperson, Mental Health Commission

RESOLUTION OF THE BOARD OF SUPERVISORS OF COUNTY OF LOS ANGELES STATE OF CALIFORNIA

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors (Board) of the County of Los Angeles (County) does hereby approve and authorize the Director of Mental Health or designee to execute the Interagency Cash Transfer Agreement (ICTA) No. 31987 entered into by and between the County and the State of California, Department of Rehabilitation (DOR). It is further resolved that the Board approves and authorizes the Director of Mental Health or designee to sign future Amendments or modifications to State DOR Interagency Cash Transfer Agreement No. 31987.

		CELIA ZAVALA, Executive Officer-Board of Supervisors of the County of Los Angeles
Ву	Chair, Board of Supervisors	By Deputy
		APPROVED AS TO FORM: DAWYN HARRISON, ACTING COUNTY COUNSEL OFFICE OF THE COUNTY COUNSEL
		By Deputy County Counsel

SCO ID: 5160-31987

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

Attachment II

STANDARD AGREEMENT STD 213 (Rev. 04/2020)			AGREEMENT NUMBER 31987	PURCHASING AUTHORITY NUMBER (If Applicable)	
1. T	his Agreement	is entered into between the Contracting Age	ency and the Contractor named below:	1	
CON	NTRACTING AGEN	ICY NAME			
De	partment of R	ehabilitation			
	NTRACTOR NAME				
		nty Department of Mental Health			
	he term of this A	Agreement is:			
	RT DATE				
	y 1, 2022				
	OUGH END DATE ne 30, 2025	:			
3. T \$0.		mount of this Agreement is: atch \$3,314,451.00			
4. T	he parties agree	e to comply with the terms and conditions o	f the following exhibits, which are by this r	eference made a part of the Agreen	nent.
Exhibits Title				Pages	
	Exhibit A	Scope of Work			2
	Exhibit A.1	Exhibit A.1 Contractor's Description of Services/Deliverables			
	Exhibit B	Budget Detail and Payment Provisions			3
+	Exhibit C General Terms and Conditions (GTC 4/2017)			1	
+	Exhibit D	Exhibit D Special Terms and Conditions			5
+	+ Exhibit E Additional Provisions			1	
The	se documents ca	asterisk (*), are hereby incorporated by referenc n be viewed at <u>https://www.dgs.ca.gov/OLS/Res</u> EOF, THIS AGREEMENT HAS BEEN EXECUTE	<u>sources</u>	hed hereto.	
			CONTRACTOR		
		(if other than an individual, state whether a corponty	ration, partnership, etc.)		
	NTRACTOR BUSIN	<u> </u>	CITY	STATE	ZIP
510 S. Vermont Avenue, 17th Floor			Los Ang		90020
PRINTED NAME OF PERSON SIGNING			TITLE		1
Jonathan E. Sherin, M.D., Ph.D.			Directo	or	
CONTRACTOR AUTHORIZED SIGNATURE			DATE SIG	NED	

SCO ID: 5160-31987

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES AGREEMENT NUMBER PURCHASING AUTHORITY NUMBER (If Applicable) **STANDARD AGREEMENT** 31987 STD 213 (Rev. 04/2020) STATE OF CALIFORNIA CONTRACTING AGENCY NAME Department of Rehabilitation CONTRACTING AGENCY ADDRESS CITY Z**I**P STATE 721 Capitol Mall, 6th Floor Sacramento CA 95814 PRINTED NAME OF PERSON SIGNING TITLE CONTRACTING AGENCY AUTHORIZED SIGNATURE DATE SIGNED CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL EXEMPTION (If Applicable) SCM vol. 1 4.04 A2

EXHIBIT A (Standard Agreement – Subvention) Scope of Work

1. PURPOSE

Interagency Cash Transfer Agreement

2. AUTHORITY

Law: 29 U.S.C. 721(a)(3); California Welfare and Institutions Code sections 19008 and 19013

Regulations: 34 C.F.R. 361.60(b)

Assistance Listing Number: 84.126

3. CONTRACT REPRESENTATIVES

Direct all inquiries during the term of this Agreement to the Contract Administrators listed herein:

	Department of Rehabilitation	Los Angeles County Department of
4.		Mental Health
	Agavni Anneyan	Maria Funk, Ph.D.
	Contract Administrator	Housing & Job Development Division
	888 S. Figueroa St., Suite 900	510 S. Vermont Ave., 17 th Floor
	Los Angeles, California 90017	Los Angeles, CA 90020
	O 213-736-3989	O 213-943-8465
	F 213-892-9713	F 213-559-9258
	Agavni.Anneyan@dor.ca.gov	mfunk@dmh.lacounty.gov

DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

This Cash Transfer Agreement is created and agreed to by the Department of Rehabilitation (hereafter "DOR") and Los Angeles County Department of Mental Health (hereafter "Public Agency") to enhance and improve the provision of vocational rehabilitation (VR) services to individuals who are applicants of or have been determined to meet the following DOR eligibility criteria, as set forth in 34 C.F.R. 361.42(a)(1):

- (i) A determination by qualified personnel employed by DOR that the applicant has a physical or mental impairment.
- (ii) A determination by qualified personnel employed by DOR that the applicant's physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant.
- (iii) A determination by a qualified vocational rehabilitation counselor employed by DOR that the applicant requires vocational rehabilitation services to prepare for, secure, retain,

- advance in, or regain employment that is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice.
- (iv) A presumption, in accordance with paragraph (a)(2) of section 361.42, that the applicant can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

The provision of vocational rehabilitation services through this Agreement must be consistent with the DOR State Plan, including but not limited to implementation of an Order of Selection for Services (34 C.F.R. 361.36(d)(1)). The requirements specified in the DOR State Plan on file with the United States Department of Education, Rehabilitation Services Administration will apply to all funds associated with this Agreement.

EXHIBIT A.1

(Standard Agreement - Subvention) Contractor's Description of Services/Deliverables

Purpose of this Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the Los Angeles County Department of Mental Health (LACDMH) will provide non-Federal share as an allowable source of match in accordance with 34 C.F.R. § 361.60(b) and consistent with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.306(b)

I. DESCRIPTION OF THE PROGRAM

A. Purpose of the Program

1. Purpose Statement

The DOR and LACDMH will combine both staff and financial resources to provide an integrated program of vocational rehabilitation services for individuals with disabilities who are eligible to receive services from both DOR and LACDMH (hereinafter referred to as "mutual consumers" or "DOR consumers"). The services are designed to prepare for, secure, retain, advance in, or regain employment that is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice

2. Target Population

The target population are individuals with disabilities who have been determined eligible to receive services from both DOR and LACDMH. Specifically, the individuals must be determined eligible for vocational rehabilitation services by DOR personnel consistent with 34 C.F.R. 361.42(a)(1).

3. Target Geographic Area

Mutual consumers residing in the following DOR districts:

Greater Los Angeles District Los Angeles South Bay District Orange/San Gabriel District Van Nuys/Foothill District

4. DOR Outcome Goals

During fiscal year 2022-2023, there will be:

- A total of 1,500 unduplicated DOR consumers served
- 750 new referrals
- 600 Individualized Plans for Employment
- 257 cases closed successfully rehabilitated

During fiscal year 2023-2024, there will be:

A total of 1,500 unduplicated DOR consumers served

- 750 new referrals
- 600 Individualized Plans for Employment
- 257 cases closed successfully rehabilitated

During fiscal year 2024-2025, there will be:

- A total of 1,500 unduplicated DOR consumers served
- 750 new referrals
- 600 Individualized Plans for Employment
- 257 cases closed successfully rehabilitated

B. Scope of Vocational Rehabilitation Services to be Provided Under the Program

1. Description of Services

The DOR may provide, arrange, or purchase vocational rehabilitation services necessary for determining eligibility, priority for service, and vocational rehabilitation needs.

The DOR may also provide, arrange, or purchase vocational rehabilitation services identified in a DOR consumer's Individualized Plan for Employment that are necessary to assist the individual in preparing for, securing, retaining, advancing, or regaining an employment outcome in a competitive integrated employment setting. The vocational rehabilitation services will be provided consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

Additionally, DOR and LACDMH have identified the following vocational rehabilitation service(s) as integral to achieving the program outcome goals. Services may include, but are not limited to, the following:

Vocational Assessment Services

Service Outcomes and Numbers to be Served:

During fiscal year 2022-2023:

- 228 unduplicated consumers will receive Vocational Assessment services During fiscal year 2023-2024:
- 228 unduplicated consumers will receive Vocational Assessment services During fiscal year 2024-2025:
 - 228 unduplicated consumers will receive Vocational Assessment services

Personal, Vocational, and Social Adjustment (PVSA) Services

Service Outcomes and Numbers to be Served:

During fiscal year 2022-2023:

- 38 unduplicated consumers will receive PVSA services During fiscal year 2023-2024:
- 38 unduplicated consumers will receive PVSA services During fiscal year 2024-2025:
 - 38 unduplicated consumers will receive PVSA services

Work Adjustment Services

Service Outcomes and Numbers to be Served:

During fiscal year 2022-2023:

194 unduplicated consumers will receive Work Adjustment services

During fiscal year 2023-2024:

- 194 unduplicated consumers will receive Work Adjustment services During fiscal year 2024-2025:
 - 194 unduplicated consumers will receive Work Adjustment services

Situational Assessment Services

Service Outcomes and Numbers to be Served:

During fiscal year 2022-2023:

- 15 unduplicated consumers will receive Situational Assessment During fiscal year 2023-2024:
- 15 unduplicated consumers will receive Situational Assessment During fiscal year 2024-2025:
 - 15 unduplicated consumers will receive Situational Assessment

Occupational Skills Training Services

Service Outcomes and Numbers to be Served:

During fiscal year 2022-2023:

- 30 unduplicated consumers will receive Occupational Skills Training During fiscal year 2023-2024:
 - 30 unduplicated consumers will receive Occupational Skills Training During fiscal year 2024-2025:
 - 30 unduplicated consumers will receive Occupational Skills Training

Employment Services

Service Outcomes and Numbers to be Served:

During fiscal year 2022-2023:

- 525 DOR consumers will receive Employment Preparation services
- 481 DOR consumers will receive Job Development Services
- 335 DOR consumers will be placed in employment consistent with their Individualized Plan for Employment (IPE) goal
- 257 DOR consumers will retain employment for a minimum of 90 days resulting in a successful employment closure

During fiscal year 2023-2024:

- 525 DOR consumers will receive Employment Preparation services
- 481 DOR consumers will receive Job Development Services
- 335 DOR consumers will be placed in employment consistent with their IPE goal
- 257 DOR consumers will retain employment for a minimum of 90 days resulting in a successful employment closure

During fiscal year 2024-2025:

- 525 DOR consumers will receive Employment Preparation services
- 481 DOR consumers will receive Job Development Services
- 335 DOR consumers will be placed in employment consistent with their IPE goal
- 257 DOR consumers will retain employment for a minimum of 90 days resulting in a successful employment closure

C. Role of Each Participating Agency in the Provision of Services

Role of DOR

To achieve the outcome goals for this program:

- a. DOR staff will be responsible for the following:
 - a. Utilize non-Federal dollar cash match from LACDMH to leverage Federal dollars.
 - In collaboration with LACDMH, DOR will identify local partners to provide direct services to DOR consumers, utilizing the Federal dollars leveraged from this agreement.
 - b. The DOR Senior Vocational Rehabilitation Counselor, Qualified Rehabilitation Professional (SVRC-QRP) will perform the following duties:
 - i. Receive referrals from LACDMH.
 - ii. Complete intake and eligibility determination process for the individuals referred by LACDMH.
 - iii. Provide counseling and guidance and develop an Individualized Plan for Employment (IPE) in collaboration with the DOR consumer consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
 - iv. Authorize services and refer the DOR consumer to a local partner to provide vocational rehabilitation services that are consistent with the DOR consumer's IPE and 34 C.F.R. 361.38.
 - c. Actively participate in Quality Assurance Activities listed below.

2. Role of LACDMH

To achieve the outcome goals for this program:

- a. LACDMH will be responsible for the following:
 - i. Provide the full non-Federal cash match amount identified below as per the timeline identified in Exhibit B.
 - ii. Identify individuals who would benefit from DOR vocational rehabilitation services and refer said individuals to DOR consistent with 34 C.F.R. 361.38.
 - iii. Actively participate in Quality Assurance Activities listed below.

D. Quality Assurance Activities

1. Data Sharing and Reporting Plan

At a minimum, DOR agrees to provide the following data set(s) to LACDMH on a **MONTHLY** basis consistent with 34 C.F.R. 361.38:

DOR Goals and Outcomes

2. Progress Monitoring

The Contract Administrators or their designees agree to meet **QUARTERLY** to review progress toward outcome goals, resolve issues, and ensure the continuity of all Agreement components.

Progress measures are identified in sections I(A)(4) and/or I(D)(1).

3. Program Evaluation

At a minimum, DOR and LACDMH agree to an annual review of the program's overall impact and outcomes. This can be completed during one of the Progress Monitoring meetings held at least quarterly. The Contract Administrators will complete this activity.

E. Contract Administrators

Department of Rehabilitation

Agavni Anneyan Contract Administrator 888 S. Figueroa St., Suite 900 Los Angeles, California 90017 O 213-736-3989 F 213-892-9713 Agavni.Anneyan@dor.ca.gov

Los Angeles County Department of Mental Health

Maria Funk, Ph.D.
Housing & Job Development Division
510 S. Vermont Ave., 17th Floor
Los Angeles, CA 90020
O 213-943-8465
F 213-559-9258
mfunk@dmh.lacounty.gov

EXHIBIT B (Standard Agreement - Subvention) Budget Detail and Payment Provisions

I. FUNDING QUALIFICATIONS

Non-Federal share provided under this Agreement will not originate from any other Federal grant or count towards satisfying a matching or cost sharing requirement of another Federal grant agreement, contract, or any other award of Federal funds.

Program expenditures under this Agreement will be under the control of DOR. All services provided under this Agreement are only available to DOR applicants and eligible individuals.

Any of the non-federal match funds or federal funds drawn down, identified below, remaining after the state fiscal year in which they were allocated may be redirected, as DOR determines appropriate and necessary, to provide services to additional DOR consumers beyond the scope of this contract.

Date after which funds may be redirected: The first day following the conclusion of each fiscal year (July 1, 2023, July 1, 2024 and July 1, 2025).

In the event Federal share is unavailable or unsecured, this Agreement would be deemed null and void.

II. INVOICING AND PAYMENT

Each state fiscal year the Public Agency will pay to DOR, no less than quarterly and in advance, upon receipt of an invoice from DOR, all those cash matching funds which are identified within section C (Share of Cost to be Assumed by Each Agency) for that fiscal year.

III. PAYMENT TERMS AND CONDITIONS

A. Terms of Payment

The Public Agency agrees to make payment of the non-Federal share based on the schedule below.

The Federal dollars leveraged by the cash match provided in this agreement will be utilized by DOR to provide services to additional applicants and eligible individuals with disabilities and will assist in the development of new resources, as identified in Section 1 of this agreement.

B. Payment Schedule

The Public Agency may choose to provide the non-Federal share in full at the start of the state fiscal year or in portions on a quarterly basis. If paying quarterly, the payment must be received prior to the start of each quarter of the fiscal year. Invoices will be sent by DOR's Accounting Services for actual amounts.

Payment Schedule

Payment Schedule per Fiscal Year	Amount Due per Fiscal Year	
Quarterly Payments	Quarter 1: \$276,204.25 Quarter 2: \$276,204.25 Quarter 3: \$276,204.25 Quarter 4: \$276,204.25	

C. Share of Cost to be Assumed by Each Agency

Agency	Share Type	Share %	FY 1: July 1, 2022- June 30, 2023	FY 2: July 1, 2023- June 30, 2024	FY 3: July 1, 2024- June 30, 2025
DMH	Non-Federal	21.3	\$1,104,817	\$1,104,817	\$1,104,817
DOR	Federal	78.7	\$4,082,118	\$4,082,118	\$4,082,118
Annual Agreement Grand Total	Combined	100	\$5,186,935	\$5,186,935	\$5,186,935

D. Cost Allocation

The non-Federal share cash match, in combination with the Federal share generated from this Agreement, will be used to support staff and service costs necessary to assist DOR applicants and consumers in preparing for, securing, retaining, or regaining an employment outcome in a competitive integrated employment setting. It is anticipated that dollars will be utilized as follows; however, costs are subject to change at DOR's discretion:

	Amount	
DOR Staff Costs	DOR FTE: 13.25 (@ \$110,377 per 1.0 FTE)	\$1,462,495
DOR Case Service Dollars	\$538,532	
VR Service Provision Costs	\$3,185,908	

II. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall have no further force and effect. In this event, DOR shall have no liability to pay any funds whatsoever to the Public Agency or to furnish any other considerations under this Agreement and the Public Agency shall not be obligated to perform any provisions of this Agreement, including providing the cash match.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DOR shall have the option to either cancel this Agreement with no liability occurring to DOR or offer an Agreement amendment to the Public Agency to reflect the reduced amount.

V. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to DOR by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

EXHIBIT C (Standard Agreement - Subvention) General Terms and Conditions (GTC 4/2017)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language. Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 4/2017

EXHIBIT D

(Standard Agreement - Subvention) Special Terms and Conditions

1. NOTIFICATION AND COMPLIANCE

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

The Public Agency agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. The Public Agency shall accept financial responsibilities in the event of non-compliance.

2. DISPUTES

If the Public Agency believes that there is a dispute or grievance between the Public Agency and the DOR arising out of or relating to this Agreement, the Public Agency shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, the Public Agency shall adhere to the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, the Public Agency shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Public Agency's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Public Agency the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Public Agency indicating the decision and reasons, therefore. Should the Public Agency disagree with the Supervisor's decision, Public Agency may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. The Public Agency's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. The Public Agency must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Public Agency's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Public Agency's letter of appeal, review the issues raised and shall render a written decision to the Public Agency. The decision of the Director or designee shall be final.

3. RIGHT TO TERMINATE

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated by DOR for cause. The term "for cause" shall mean that the Public Agency fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the DOR's written notification to the Public Agency.

4. CONFLICT OF INTEREST

A. The Public Agency certifies that it's employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises

- any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. The Public Agency shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. CONFIDENTIALITY

- A. The Public Agency agrees to comply with the provisions applicable to confidential <u>and personal information</u> as set forth in 34 Code of Federal Regulations 361.38, the Information Practices Act of 1977 (California Civil Code, section 1798 et seq.), and California Code of Regulations, title 9, section 7140 et seq.
- B. The Public Agency agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR. (34 C.F.R. 361.39; Civ. Code, § 1798 et seq., and California Code of Regs., tit. 9, § 7140 et seq.)
- C. The Public Agency agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the laws and regulations cited above, Public Agency agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at iso@dor.ca.gov.
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
 - Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal
 information (e.g., consumer information) obtained in the performance of this contract by the
 Public Agency or the Public Agency's assignees. Disclosure methods include, but are not
 limited to, electronic, paper, and verbal.
 - 2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
 - 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals,

assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.

- F. The Public Agency agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.
- G. The Public Agency agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the Public Agency's information privacy and security policies.
- H. For Public Agencies that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: https://www.dor.ca.gov/Home/SecurityandPrivacy.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

6. AUDIT AND REVIEW REQUIREMENTS

- A. General Audit and Review Requirements
 - The DOR shall have the right to conduct inspections, reviews, and/or audits of the Public Agency to determine whether the services provided, and the expenditures invoiced by the Public Agency were in compliance with this Agreement and other applicable Federal or state statutes and regulations.
 - 2. The Public Agency agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
 - 3. The Public Agency shall submit to the DOR such reports, accounts, and records deemed necessary by the DOR to discharge its obligation under DOR and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
 - 4. The Public Agency agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
 - 5. The Public Agency agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the seven (7) year period, whichever is later.

7. CONTRACT AMENDMENTS

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to

the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

8. ATTRIBUTION

The Public Agency agrees to acknowledge the sponsorship of DOR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DOR. Public Agency further agrees to identify the role of DOR with respect to any individual highlighted or publicized by or through Public Agency, when such individual is a DOR consumer.

9. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Chapter 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-1 Obligations of Contractors and Subcontractors, Subpart A. Preliminary Matters; Equal Opportunity Clause; Compliance Reports.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Public Agency to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Public Agency who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Public Agency shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All Public Agencies shall comply with the following statutes and regulations:
 - Subject: Discrimination on the basis of race, color, or national origin.
 Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
 Regulation: 34 CFR part 100.
 - Subject: Discrimination on the basis of sex Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683). Regulations: 34 CFR part 106.
 - 3. Subject: Discrimination on the basis of handicap. Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794). Regulation: 34 CFR part 104handicap.
 - 4. Subject: Discrimination on the basis of age. Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.). Regulation: 34 CFR part 110

10. AMERICANS WITH DISABILITIES ACT (ADA)

By signing this Agreement, Public Agency/Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

EXHIBIT E (Standard Agreement - Subvention) Additional Provisions

1. MATCH REQUIREMENTS

To ensure sufficient match is available to leverage Federal funding, the Public Agency is required to submit 100 percent of their obligated cash match to meet their full budgeted amount by the end of each fiscal year.

Refer to the Contract Handbook for Case Services and Cooperative Program Agreements for more information regarding cash match requirements.

CASH MATCH:

- A. Each state fiscal year Public Agency will pay to DOR, no less than quarterly and in advance, upon receipt of an invoice from DOR, all those cash matching funds which are identified within the C (Share of Cost to be Assumed by Each Agency) for that fiscal year. DOR shall not be obligated to pay Public Agency for any contributions made by Public Agency in accordance with the approved budget, it being understood that all matching funds obtained by DOR from Public Agency shall be exclusive funds of DOR and no portion of the cash match shall come from Federal funds.
- B. The total Public Agency cash share will be matched to Federal funds at no less than 21.3 percent as indicated on the "DOR Program Budget Summary."

2. CONTRACT HANDBOOK

Public Agency acknowledges and agrees with the policies requirements and conditions of DOR's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement.

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	5/4/2022		
BOARD MEETING DATE	5/17/2022		
SUPERVISORIAL DISTRICT AFFECTED			
DEPARTMENT(S)	DEPARTMENT OF PUBLIC HEALTH (Public Health)		
SUBJECT	APPROVAL TO EXECUTE A MASTER AGREEMENT WORK ORDER FOR THE PROVISION OF AS-NEEDED TEMPORARY PERSONNEL SERVICES TO SUPPORT THE TRAUMA PREVENTION INITIATIVE EXPANSION PROJECT FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023		
PROGRAM	Office of Violence Preve	ntion	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No		
SOLE SOURCE CONTRACT	☐ Yes ☐ No		
SOLL SOURCE CONTRACT	If Yes, please explain wh	ny:	
DEADLINES/ TIME CONSTRAINTS	Project slated to begin July 1, 2022		
	Total cost: \$767,848	Funding source: Measure B	
COST & FUNDING	TERMS (if applicable):		
	Explanation: N/A		
PURPOSE OF REQUEST	Request approval to execute a Master Agreement Work Order (MAWO), with Healthcare Staffing Professionals, Inc., for the provision of as-needed temporary personnel services to support the Public Health's Office of Violence Prevention's (OVP) Trauma Prevention Initiative (TPI) Expansion Project, effective July 1, 2022 through June 30, 2023, at a total maximum obligation not to exceed \$767,848, 100 percent offset by funding from Measure B. The eight full-time temporary personnel recruited under this MAWO will implement objectives related to the expansion of TPI to additional communities throughout the county. Specifically, these personnel will provide coordination, program management, community outreach, general administrative support, and other specialized programmatic services that are professional, technical, and temporary.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Since 2015, Public Health's OVP has received funding from the Measure B to implement TPI to reduce the number of trauma hospital visits in the County. Measure B is collected through a county parcel tax and provides funding for the county's trauma hospital system.		
,	Public Health, through its Violence Prevention Program and more recently through OVP, has implemented TPI since 2016. TPI has developed a comprehensive, place-based violence prevention and intervention strategy, aligning county services and initiatives to support community-driven safety solutions. The goal of this initiative is to		

	reduce trauma hospital visits and deaths due to assault, reduce serious and violent crimes throughout the County, with an initial focus on reducing the high rates of violence in South Los Angeles. TPI invests in peer intervention strategies, including Hospital Violence Intervention Program, and Street Outreach and Community Violence Intervention Services, and supporting community leadership via Community Action for Peace networks to guide implementation. In July 2021, the Board of Supervisors approved a motion to expand TPI services within South Los Angeles and to new communities including East Los Angeles, Puente Valley, Pomona, Hawaiian Gardens/Norwalk, and Antelope Valley.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☑ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☑ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL	Program Contact: Kelly Fischer, Staff Analyst, (626) 293-2918, KFischer@ph.lacounty.gov
CONTACTS	County Counsel: Craig Kirkwood, Jr., Deputy County Counsel, (213) 974-1751, CKirckwood@counsel.lacounty.gov



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

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

DRAFT

BOARD OF SUPERVISORS

Hilda L. Solis First District Holly J. Mitchell Second District Shella Kuehl Third District

Fourth District

Kathryn Barger

May 17, 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:

APPROVAL TO EXECUTE A MASTER AGREEMENT WORK ORDER FOR THE PROVISION OF AS-NEEDED TEMPORARY PERSONNEL SERVICES TO SUPPORT THE TRAUMA PREVENTION INITIATIVE EXPANSION PROJECT FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023

(ALL SUPERVISORIAL DISTRICTS)

(3 VOTES)

SUBJECT

Request approval to execute a Master Agreement Work Order for As-Needed Temporary Personnel Services to support the Trauma Prevention Initiative Expansion Project by the Department of Public Health (Public Health), Office of Violence Prevention.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Authorize and instruct the Director of the Public Health, or designee, to execute a competitively solicited Master Agreement Work Order (MAWO), substantially similar to Exhibit I, with Healthcare Staffing Professionals, Inc., for the provision of as-needed temporary personnel services to support Public Health's Office of Violence Prevention's (OVP) Trauma Prevention Initiative (TPI) Expansion Project, effective July 1, 2022, through June 30, 2023, at a total maximum obligation not to exceed \$767,848; 100 percent offset by funding from Measure B.
- 2. Delegate authority to the Director of Public Health, or designee, to execute an amendment to the MAWO that extends the term for one additional year through June 30, 2024, at an annual amount not to exceed \$767,848, contingent upon the availability of funding and contractor

performance, subject to review and approval by County Counsel and notification to your Board and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the Recommendation 1 will allow Public Health to execute a MAWO with Healthcare Staffing Professionals, Inc., as a result of a competitive Work Order Solicitation (WOS) process, to provide up to eight temporary personnel to fulfill needed positions to implement the TPI Expansion Project.

Public Health, through its Violence Prevention Program and more recently through OVP, has implemented TPI since 2016. TPI has developed a comprehensive, place-based violence prevention and intervention strategy, aligning county services and initiatives to support community-driven safety solutions. The goal of this initiative is to reduce trauma hospital visits and deaths due to assault, as well as reduce serious and violent crimes throughout the County, with an initial focus on reducing the high rates of violence in South Los Angeles. TPI invests in peer intervention strategies, including the Hospital Violence Intervention Program and Street Outreach and Community Violence Intervention Services, and supporting community leadership via Community Action for Peace networks to guide implementation. In July 2021, the Board of Supervisors approved a motion to expand TPI services within South Los Angeles and to new communities including East Los Angeles, Puente Valley, Pomona, Hawaiian Gardens/Norwalk, and Antelope Valley.

The eight full-time temporary personnel will implement objectives related to the expansion of TPI to additional communities throughout the county. Specifically, these personnel will provide coordination, program management, community outreach, general administrative support, and other specialized programmatic services that are professional, technical, and temporary.

Approval of Recommendation 2 will allow Public Health to execute an amendment to extend the term for one additional year through June 30, 2024, if necessary.

Implementation of Strategic Plan Goals

The recommended action supports Strategy II.2, Support the Wellness of Our Communities, of the County's 2016-2021 Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation of this MAWO is estimated not to exceed \$767,848, for the period of July 1, 2022 through June 30, 2023; 100 percent offset by funding from Measure B.

There is no net County cost associated with this action. Funding is included in Public Health's Recommended Budget for fiscal year (FY) 2022-23, and will be included in future FYs as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 2015, Public Health's OVP has received funding from the Measure B to implement TPI to reduce the number of trauma hospital visits in the County. Measure B is collected through a county parcel tax and provides funding for the county's trauma hospital system. TPI is a comprehensive community-based public safety strategy that includes peer violence intervention strategies, capacity building, and meaningful community engagement, to reduce the disproportionately high incidence of violence-related trauma visits, injuries, and deaths, initially focused on four unincorporated communities of South Los Angeles, including Westmont West Athens, Willowbrook, Florence Firestone, and unincorporated Compton. In July 2021, the Board approved an expansion of TPI strategies to five new communities across the county, including East Los Angeles, Puente Valley, Pomona, Hawaiian Gardens/Norwalk, and Antelope Valley.

On November 2, 2021, your Board approved the execution of Master Agreements with nine agencies for the provision of as-needed temporary personnel services and delegated authority to the Director of Public Health, or designee, to execute MAWOs under the Master Agreement with the following criteria for each MAWO: a) \$699,999 or less annually, Public Health will notify your Board of the MAWO once approved by County Counsel; and b) \$700,000 or more annually, Public Health will return to your Board for approval.

Subsequently, Public Health exercised delegated authority to execute one additional Master Agreement for the provision of as-needed temporary personnel services with a vendor who had been identified and selected through the Request for Statement of Qualifications process, increasing the pool of qualified vendors to 10.

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

CONTRACTING PROCESS

On February 25, 2022, Public Health released an As-Needed Temporary Personnel Services WOS for the OVP TPI Expansion Project (TEMP-WOS-134) to the 10 Public Health As-Needed Temporary Personnel Services Master Agreement Contractors qualified to provide temporary personnel services. Responses to the WOS were due to Public Health on March 18, 2022.

All requests for a Solicitation Requirements Review (SRR) were due by March 10, 2022, and Bidder's questions were due by March 4, 2022. There were no requests for an SRR.

Public Health received three bids by the submission deadline. No bids were received late or disqualified. The successful bidder, Healthcare Staffing Professionals, Inc., met all the requirements and submitted the lowest cost responsive bid.

One bidder requested the Local Small Business Enterprise preference program consideration, and one bidder requested the Social Enterprise preference program consideration. Each met the required criteria and was granted their preference.

No transmittal to request a Proposed Contractor Selection Review were received by the deadline. On April 20, 2022, the selected bidder was notified.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue to expand TPI efforts throughout Los Angeles County.

Respectfully submitted,

Barbara Ferrer, PhD, MPH, Med Director

BF:Ir #06222

Enclosures

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	5/4/2022	
BOARD MEETING DATE	5/17/2022	
SUPERVISORIAL DISTRICT AFFECTED	⊠ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)		
SUBJECT	Introduce, waive reading, and adopt the attached ordinance (Exhibit A) that amends the Los Angeles County Code (LACC) Title 11 – Health and Safety Code to require lifeguard services at public swimming pools; and, at all children's camps and schools that have a public pool, to implement Aquatic Safety Plans that include lifeguard responsibilities and requirement for training in Cardiopulmonary Resuscitation and first aid.	
PROGRAM	ENVIRONMENTAL HEALTH	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ⊠ No	
SOLE SOURCE CONTRACT	☐ Yes ☐ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: Funding source: \$ 0	
	TERMS (if applicable):	
	Explanation: The Initial implementation costs of the Ordinance will be covered by existing public health fees. After the first year of implementation, Public Health will determine whether additional staffing is required and/or a change in permit fees to enforce the Ordinance. Public Health will return to your Board for approval of new fees and will use the budget process for additional staffing.	
PURPOSE OF REQUEST	Introduce, waive reading, and adopt the attached ordinance that amends the Los Angeles County Code (LACC) Title 11 – Health and Safety to expand and strengthen regulations to prevent drowning deaths and nonfatal drowning injuries, especially for children, in Los Angeles County.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On June 8, 2021, your Board introduced a motion instructing the Director of Public Health to work with County Counsel to prepare amendments to the County Code for recommendation to the Board to require all public swimming pools that require lifeguard services, and all children's camps and schools that have a public pool, to implement standards related to lifeguard staffing, training and certification, and immediate notification to the Department of Public Health (Public Health) in the event of any fatal or non-fatal drowning incident for prompt investigation. Since the June 2021 motion, County Counsel, Public Health, and relevant County departments have met to discuss draft amendments to the County Code. Public	
	Health has conducted extensive stakeholder and community engagement to provide	

	notice of proposed changes and opportunities to provide feedback to the County. As part of this effort, Public Health held seven meetings including five public meetings from August to October 2021 to solicit and receive public input from constituents, stakeholders, and other interested parties. Four additional public meetings were held in late March and early April 2022. The public input received guided and informed the County in its efforts to prepare this ordinance. Based on the discussions, County Counsel and Public Health agree that amendments to Title 11 are necessary to incorporate the Board's directives.
	Adoption of the Ordinance will increase public health and safety by requiring all pools that require lifeguard services, and children's camps and schools that have public pools to create and implement Aquatic Safety Plans to address (1) lifeguard staffing (including identifying the required number of lifeguards, (2) lifeguard roles and responsibilities, (3) detailed lifeguard surveillance plans to cover all areas of a pool and ensure appropriate lifeguard task rotations, (4) procedures and protocols in the event of an emergency; and (5) procedures and protocols in response to a pool contamination or other triggering event. The Ordinance will also establish requirements for training and certification of staff, including lifeguards and lifeguard supervisors.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☑ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☐ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Liza Frias Director of Environmental Health 626- 430-5374 LFrias@ph.lacounty.gov (Counsel)



OF LOS AVORES

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, Suite 806 Los Angeles, CA 90012 TEL (213) 288-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov

May 17, 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:

APPROVAL OF AN ORDINANCE TO AMEND LOS ANGELES COUNTY CODE, TITLE 11

- HEALTH AND SAFETY CODE, TO ESTABLISH SAFETY STANDARDS FOR PUBLIC
AND PRIVATE SWIMMING POOLS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval of the enclosed ordinance for introduction that would expand and strengthen regulations to prevent drowning deaths and nonfatal drowning injuries, especially for children, in Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

Introduce, waive reading, and adopt the attached ordinance (Exhibit A) that amends the Los Angeles County Code (LACC) Title 11 – Health and Safety Code to require lifeguard services at public swimming pools; and, at all children's camps and schools that have a public pool, to implement Aquatic Safety Plans that include lifeguard responsibilities and requirement for training in Cardiopulmonary Resuscitation and first aid.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2019, 6-year-old Roxie Forbes drowned at the swimming pool of a children's summer day camp in Los Angeles County. In her memory, parents Doug Forbes and Elena Matyas established the Meow Meow Foundation to advocate for drowning prevention and children's camp safety regulations. Then, tragically, Elena Matyas recently passed away in March 2022 from cancer having never recovered from the death of her daughter.

BOARD OF SUPERVISORS

Hilda L. Solis First District

Holly J. Mitchell Second District

Sheila Kuehl Third District

Janice Hahn Fourth District

Kathryn Barger

DRAFT

On June 8, 2021, your Board introduced a motion instructing the Director of Public Health to work with County Counsel to prepare amendments to the County Code for recommendation to the Board to require all public swimming pools that require lifeguard services, and all children's camps and schools that have a public pool, to implement standards related to lifeguard staffing, training and certification, and immediate notification to the Department of Public Health (Public Health) in the event of any fatal or non-fatal drowning incident for prompt investigation.

Since the June 2021 motion, County Counsel, Public Health, and relevant County departments have met to discuss draft amendments to the County Code. Public Health has conducted extensive stakeholder and community engagement to provide notice of proposed changes and opportunities to provide feedback to the County. As part of this effort, Public Health held seven meetings including five public meetings from August to October 2021 to solicit and receive public input from constituents, stakeholders, and other interested parties. Four additional public meetings were held in late March and early April 2022. The public input received guided and informed the County in its efforts to prepare this ordinance. Based on the discussions, County Counsel and Public Health agree that amendments to Title 11 are necessary to incorporate the Board's directives.

Adoption of the Ordinance will increase public health and safety by requiring all pools that require lifeguard services, and children's camps and schools that have public pools to create and implement Aquatic Safety Plans to address (1) lifeguard staffing (including identifying the required number of lifeguards, (2) lifeguard roles and responsibilities, (3) detailed lifeguard surveillance plans to cover all areas of a pool and ensure appropriate lifeguard task rotations, (4) procedures and protocols in the event of an emergency; and (5) procedures and protocols in response to a pool contamination or other triggering event. The Ordinance will also establish requirements for training and certification of staff, including lifeguards and lifeguard supervisors.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the countywide Strategic Plan Goal I: Make Investments that Transform Lives; and Strategy 1.2: Enhance our Delivery of Comprehensive Interventions.

The action is also consistent with Strategic Plan Goal II: Foster Vibrant and Resilient Communities; and Strategy 11.2: Support the Wellness of Our Communities

FISCAL IMPACT/FINANCING

The initial implementation costs of the Ordinance will be covered by existing public health fees. After the first year of implementation, Public Health will determine whether additional staffing is required and/or a change in permit fees to enforce the Ordinance. Public Health will return to your Board for approval of new fees and will submit requests for additional staffing through the budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Public Health Environmental Health is empowered with regulatory authority relating to public health with which it performs mandated services including, but not limited to, inspections and investigations related to food, housing, drinking water, water pollution, land use, solid waste, and vector management. State and local health and safety codes provide Public Health with the authority to carry out statutory and regulatory activities to protect public health and safety. Public Health currently regulates commercial pools and pools located at hotels, motels, auto courts, apartment houses with five or more units and other designated locations. These regulatory activities are offset by the collection of fees for permits, licenses, and services.

IMPACT ON CURRENT SERVICES

The Ordinance, if adopted, would have a minor impact on current services provided by Public Health Environmental Health as health inspectors currently conduct inspections at public swimming pools.

CONCLUSION

If approved, the Ordinance will increase awareness of water safety and drowning prevention in the County of Los Angeles and create accountability within the community. It will promote the general health, safety, and welfare of the public by saving lives through prevention of drowning fatalities and nonfatal drowning incidents.

Respectfully submitted,

BARBARA FERRER, PH.D., M.P.H., M.ED. Director

BF:ig #06319

Enclosure

C: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors