



Board of Supervisors Health and Mental Health Cluster Agenda Review Meeting

DATE: February 19, 2025

TIME: 9:30 a.m. – 11:30 a.m.

MEETING CHAIR: Anders Corey, 5th Supervisorial District

CEO MEETING FACILITATOR: Jack Arutyunyan

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 140

To participate in the meeting virtually, please call teleconference number:

1 (323) 776-6996 and enter the following: 880 681 649# or [Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov

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.

9:00 A.M. NOTICE OF CLOSED SESSION

CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Subdivision d(1) of Government Code Section 54956.9)

Erica Folinsky v. County of Los Angeles

Los Angeles Superior Court Case No. 19STCV24605

Department: Mental Health

I. Call to order

II. **Presentation Item(s):**

- a. **DPW/DHS:** Olive View-UCLA Medical Center Emergency Department Air Handling Unit Project – Approve the project, project budget, and related appropriation adjustment; and authorize using JOC to deliver the project.
- b. **DHS/DPH/DPW:** Martin Luther King, Jr. Medical Campus, North Parking Structure Project – Certify an Addendum to the Final Environmental Impact Report, establish the Project, approve an Appropriation Adjustment, and Authorize PW to execute the Design-Build contract.
- c. **DPH:** Recommendation to Continue the Declared Local Health Emergency for the January 2025 Critical Fire Events (#08090)
- d. **DMH:** Adopt a Resolution Approving the Interagency Cash Transfer Agreement with the State of California Department of Rehabilitation for Fiscal Years 2025-26, 2026-27, and 2027-28

III. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting

IV. 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.

V. Public Comment

VI. Adjournment

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE HEALTH AND MENTAL HEALTH SERVICES CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

HEALTH_AND_MENTAL_HEALTH_SERVICES@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	2/19/2025		
BOARD MEETING DATE	3/11/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	CP Olive View-UCLA Medical Center Emergency Department Air Handling Unit Coil Replacement Project		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why: N/A		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable		
	If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
COST & FUNDING	Total cost:	Funding source:	
	\$650,000	DHS' Enterprise Fund	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works is seeking Board approval of the Olive View-UCLA Medical Center Emergency Department Air Handling Unit Coil Replacement Project and authorization to use a Board-approved Job Order Contract to deliver the project.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The coil replacement project consists of the replacement of coils in the existing air handling equipment at the Olive View-UCLA Medical Center Emergency Department.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The project supports Board Priority No. 7, Sustainability by investing in County buildings to update and provide improved public services and workforce environments that will lead to increased productivity.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

March 11, 2025

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
EMERGENCY DEPARTMENT AIR HANDLING UNIT
COIL REPLACEMENT PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
CAPITAL PROJECT NO. 8A100
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval of the Olive View-UCLA Medical Center Emergency Department Air Handling Unit Coil Replacement Project with a total budget of \$650,000 and associated appropriation adjustment; and authorization to deliver the proposed project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Olive View-UCLA Medical Center Emergency Department Air Handling Unit Coil Replacement Project is exempt from the California

Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

2. Establish and approve the proposed Olive View-UCLA Medical Center Emergency Department Air Handling Unit Coil Replacement Project, Capital Project No. 8A100, with a total project budget of \$650,000.
3. Approve the Fiscal Year 2024-25 appropriation adjustment to allocate \$438,000 from the Department of Health Services' Enterprise Fund Committed for Health Services to fund the estimated Fiscal Year 2024-25 expenditures for the Olive View-UCLA Medical Center Emergency Department Air Handling Unit Coil Replacement Project, Capital Project No. 8A100.
4. Authorize the Director of Public Works or his designee to deliver the proposed project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the Olive View-UCLA Medical Center (OV-UCLA MC) Emergency Department (ED) Air Handling Unit (AHU) Coil Replacement project exempt from the California Environmental Quality Act (CEQA); approve the project, project budget and associated budget adjustment, and authorize delivery of the project using a Board-approved Job Order Contract (JOC).

Background

The proposed OV-UCLA MC ED AHU Coil Replacement Project is located at the Emergency Services Building. The building was constructed more than 15 years ago and currently relies on its original heating, ventilation, and air conditioning system. One of the three air handling units serving the Emergency Services Building has failed to deliver its designed air conditioning load due to a clogged cooling coil. In order to continue operations in the building, OV-UCLA MC Facilities Management obtained a temporary air handling unit and connected to the existing system to provide the required cooling. Through maintenance reports and field assessments, the Engineer of Record recommended replacing the cooling coil inside the air handling unit to bring the system back to its design performance.

The construction documents were prepared using a Board-approved, on-call consultant. A Board-approved JOC contractor will be used to make repairs to the existing air handling unit. The work includes removing the clogged cooling coil inside the air handling unit and replace with a like for like coil.

It is anticipated that construction of the proposed OV-UCLA MC ED AHU Coil Replacement Project would begin in March 2025 and be substantially completed in October 2025.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal A, Healthy Individuals and Families, Strategy ii, Improve Health Outcomes, by promoting comprehensive and inclusive care through investments in public healthcare infrastructure that enhance the quality and delivery of healthcare services to Los Angeles County residents; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by evaluating our current Capital Projects and identifying the need to replace or modernize legacy/obsolete infrastructure.

By investing in public healthcare infrastructure improvements, it will enhance the quality and delivery of healthcare services to the residents of in the County of Los Angeles, in particular the North County region.

FISCAL IMPACT/FINANCING

The total project budget for the OV-UCLA MC ED AHU Coil Replacement Project is estimated at \$650,000, which includes costs for construction, change order contingency, plans and specifications, permit fees, consultant services, inspection services, and County services. The project budget and schedule are included in Enclosure A.

Board approval of the enclosed Fiscal Year 2024-25 appropriation adjustment (Enclosure B) would allocate \$438,000 from the DHS' Enterprise Fund Committed for DHS to fund the projected Fiscal Year 2024-25 expenditures for the OV-UCLA MC ED AHU Coil Replacement Project, Capital Project No. 8A100. Health Services (DHS) will provide funding in the future budget phases, as needed, to fully fund the remaining project budget. There is no net County cost impact associated with the recommendations.

Operating Budget Impact

Following completion of the project, if approved, DHS will request and fund the associated ongoing annual maintenance and operational costs, as needed, with departmental resources in future budget phases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board's Civic Arts Policy amended on August 4, 2020, requires refurbishment projects to include one percent of the eligible design and construction costs to be allocated to the Civic Art Fund. However, the Civic Art Policy definition of "refurbishment" does not include the replacement or repair of building systems. Therefore, the proposed OV-UCLA MC ED AHU Coil Replacement Project is exempt from the policy because it consists of the replacement of a component of the existing building mechanical system. The JOCs are subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

The project would support the Board's policy for Green Building/Sustainable Design Program by incorporating into the design and construction, recyclable materials, features to optimize energy use, and by maximizing the use of sustainable and local resources during construction.

ENVIRONMENTAL DOCUMENTATION

The proposed OV-UCLA MC ED AHU Coil Replacement Project is categorically exempt from CEQA. The work included consists of repairs and replacement to an existing facility and is therefore within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (a), (d), and (f); and 15302 (c) of the State CEQA Guidelines and Classes 1 (c), (d), (i); and; 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. There will be no expansion of use and replacement features will have the same purpose and capacity.

Additionally, the proposed project will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, potential for substantial adverse change in the significance of a historical resource, or other limiting factors that would make the exemption inapplicable based on the record of the proposed project.

Upon the Board's approval of the project, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse at the Governor's Office of Land Use and Climate Innovation in accordance with Section 21152 of the Public Resources Code and will post the Notice to the County's website in accordance with section 21092.2.

CONTRACTING PROCESS

Public Works utilized a Board-approved, on-call consultant to complete the design and is requesting Board authorization to complete the construction using a Board-approved JOC.

The project scope includes remodeling and alteration work, and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current services at OV-UCLA MC. Patient care services at the medical center will remain fully operational during construction.

The Honorable Board of Supervisors
March 11, 2025
Page 6

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:HA:sl

Enclosures

c: Arts and Culture (Civic Art Division)
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office, Board of Supervisors
Health Services (Capital Projects Division)

**CONSTRUCTION CONTRACT
 CONSTRUCTION MANAGEMENT CORE SERVICE AREA
 OLIVE VIEW-UCLA MEDICAL CENTER
 EMERGENCY DEPARTMENT AIR HANDLING UNIT
 COIL REPLACEMENT PROJECT
 ESTABLISH AND APPROVE CAPITAL PROJECT
 APPROVE APPROPRIATION ADJUSTMENT
 ADOPT, ADVERTISE, AND AWARD
 CAPITAL PROJECT NO. 8A100
 FISCAL YEAR 2024-25
 (SUPERVISORIAL DISTRICT 3)
 (4 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date
Construction Documents	02/18/2025
Jurisdictional Approvals	03/01/2025
Construction Start	03/28/2025
Substantial Completion	10/31/2025
Final Acceptance	12/31/2025

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Budget
Hard Costs	
Construction	\$385,000
Change Order Contingency	\$ 58,000
Hard Costs Subtotal	\$443,000
Soft Costs	
Plans and Specifications	\$100,000
Consultant Services	\$ 30,000
Miscellaneous Expenditures	\$ 15,000
Jurisdictional Review/Plan Check/Permits	\$ 10,000
County Services	\$ 52,000
Soft Costs Subtotal	\$207,000
TOTAL	\$650,000

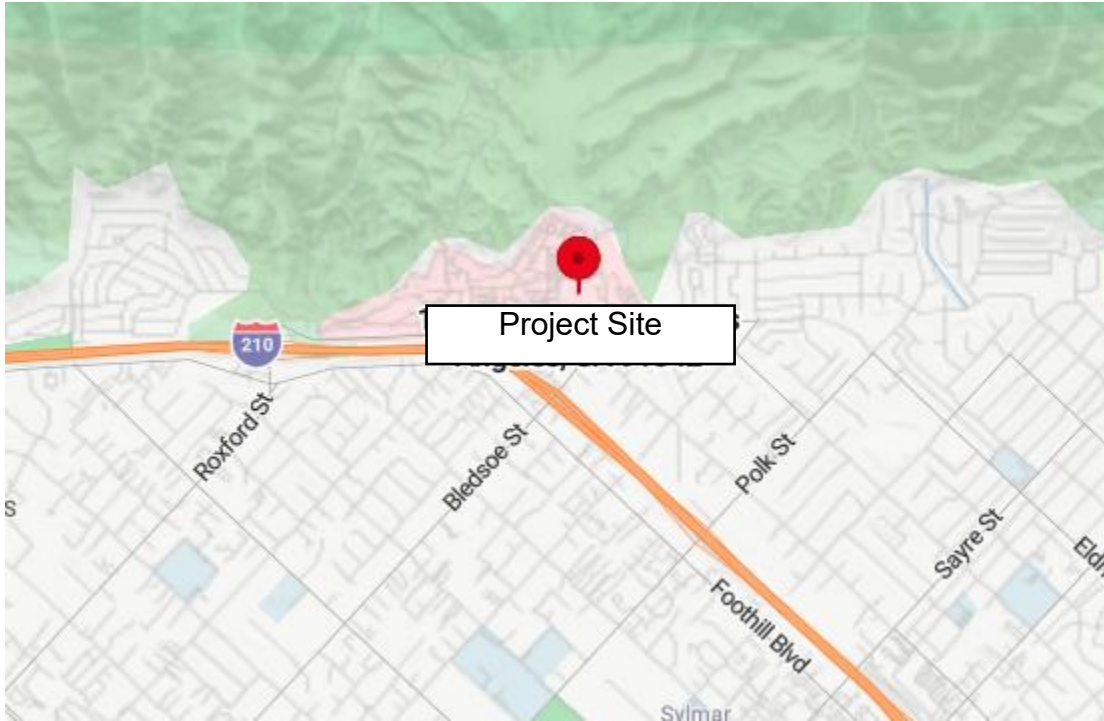
ENCLOSURE B

March 11, 2025

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
EMERGENCY DEPARTMENT AIR HANDLING UNIT COIL
REPLACEMENT PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT AND
AUTHORIZE USE OF JOB ORDER CONTRACT
CAPITAL PROJECT NO. 8A100
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

**APPROPRIATION ADJUSTMENT
PENDING**

Olive View-UCLA Medical Center Emergency Department Air Handling Unit
Coil Replacement Project



14445 Olive View Drive, Sylmar, CA 91342

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	2/19/2025	
BOARD MEETING DATE	3/11/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	CP Martin Luther King, Jr. Medical Campus North Parking Structure Project	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board letter.	
DEADLINES/ TIME CONSTRAINTS	Funding is required in March 2025 in order to complete the project in early 2027.	
COST & FUNDING	Total cost: \$25,000,000	Funding source: American Rescue Plan Act
	TERMS (if applicable): American Rescue Plan Act funds are required to be expended in early 2027.	
	Explanation: N/A	
PURPOSE OF REQUEST	Certify an Addendum to the Final Environmental Impact Report for the Martin Luther King, Jr. Medical Campus (MLK MC) North Parking Structure; approve the capital project, budget, and associated appropriation; and award and authorize Public Works to execute the Design-Build contract.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed project includes construction of a new parking structure to address the growing needs of the MLK MC staff, patients, and visitors. This new proposed approximately 300 stall parking structure located at the existing Parking Lot I, near the intersection of East 118th Street and Holmes Avenue, would be three levels with adjacent surface parking that will include electric vehicle charging stations and provisions for future photovoltaic panels. Construction is anticipated to begin in early 2026 and be completed in early 2027.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The project will ensure that additional modern public infrastructure will be available to support the MLK MC to continue to provide public services to a community that has been historically underserved.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 2 - Alliance for Health Integration by providing prevention, treatment, and healing services.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov	



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

March 11, 2025

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

Dear Supervisors:

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MARTIN LUTHER KING, JR. MEDICAL CAMPUS
NORTH PARKING STRUCTURE PROJECT
CERTIFY ENVIRONMENTAL IMPACT REPORT ADDENDUM
ESTABLISH AND APPROVE CAPITAL PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AWARD DESIGN-BUILD CONTRACT
SPECS. 7943; CAPITAL PROJECT NO. 6A015
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 2)
(4-VOTES)**

SUBJECT

Public Works is seeking Board approval to certify an Addendum to the Final Environmental Impact Report for the Martin Luther King, Jr. Medical Campus North Parking Structure Project; establish and approve the proposed capital project, budget, and associated appropriation adjustment; and authorize Public Works to award and execute the Design-Build contract and stipend consultant agreement for the Martin Luther King, Jr. Medical Campus North Parking Structure Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Certify that the Addendum for the Martin Luther King, Jr. Medical Campus North Parking Structure Project to the previously certified Final Environmental Impact Report for the Martin Luther King, Jr. Medical Center Campus Redevelopment Project has been completed in compliance with the California Environmental

Quality Act and reflects the independent judgement and analysis of the County, find that the Board has reviewed and considered the information contained in the Addendum together with the Final Environmental Impact Report prior to approving the Martin Luther King, Jr. Medical Campus North Parking Structure Project, and approve the Addendum.

2. Establish and approve the Martin Luther King, Jr. Medical Campus North Parking Structure Project, Capital Project No. 6A015, with a total budget of \$25,000,000.
3. Approve the appropriation adjustment to transfer \$25,000,000 to the proposed Martin Luther King, Jr. Medical Campus North Parking Structure Project, Capital Project No. 6A015, from the use of obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs, to fully fund the proposed project.
4. Find that McCarthy Building Companies, Inc., is the responsive and responsible proposer that submitted the most advantageous and best value proposal for the Martin Luther King, Jr. Medical Campus North Parking Structure Project; and authorize the Director of Public Works or his designee to execute a Design-Build contract with McCarthy Building Companies, Inc., for a not-to-exceed contract sum of \$16,155,321, plus a design completion allowance of \$850,000, for a maximum contract sum of \$17,005,321, contingent upon submission of acceptable performance and payment bonds, and evidence of the required insurance filed by McCarthy Building Companies, Inc.
5. Authorize the Director of Public Works or his designee, with concurrence from the Chief Executive Office to exercise control of the design completion allowance of \$850,000, including the authority to reallocate the allowance into the contract sum, as appropriate, in accordance with the contract requirements.
6. Approve and authorize the Director of Public Works or his designee to execute consultant services agreements for the stipend amount of \$50,000 with Bomel Construction Company, Inc., and The Whiting-Turner Contracting Company, the second and third highest ranked eligible Design-Build proposers, that met the stipend eligibility criteria in the Request for Proposals for preparation of proposal, funded by existing project funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to certify the Addendum for the Martin Luther King, Jr. Medical Campus (MLK MC) North Parking Structure (NPS) Project to the

previously certified Final Environmental Impact Report (FEIR) for the project; establish and approve the proposed MLK MC NPS capital project, budget, and associated appropriation adjustment; and award and authorize Public Works to execute the Design-Build (D-B) contract and stipend consultant agreement for the MLK MC NPS.

Background

The County is proposing to construct a new parking structure to address the growing needs of the MLK MC staff, patients, and visitors. This new proposed, approximately 300 stall parking structure located at the existing Parking Lot I, near the intersection of East 118th Street and Holmes Avenue, would be approximately three levels with adjacent surface parking and include electric vehicle charging stations and provisions for future photovoltaic panels.

The design for the scoping documents for the proposed MLK MC NPS Project were completed using a Board-approved, on-call architectural/engineering firm.

Construction is anticipated to begin in early 2026 and be completed in early 2027, if approved.

Design-Build Contract Award and Design Completion Allowance

The proposed project would be delivered using the D-B project delivery method. The recommended D-B contract with McCarthy Building Companies, Inc., is for a not-to-exceed contract sum of \$16,155,321 plus a design completion allowance of \$850,000 for a maximum contract sum of \$17,005,321. The design completion allowance will facilitate resolving issues identified during the design phase, including those related to the County's scoping documents, changes required by jurisdictional agencies, and unforeseen conditions discovered during the design effort.

Consultant Services Agreement

Under the D-B process, the County can use all aspects of all submitted proposals by paying a stipend to each qualifying proposer that is not selected for contract award. Upon the Board's approval, the second highest ranked proposer, Bomel Construction Company, Inc., and the third highest ranked proposer, The Whiting-Turner Contracting Company, would be paid a stipend of \$50,000 pursuant to the consultant services agreement, which affords the County the right to use the information and ideas submitted by the proposer.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure Strategy ii, Modernize Infrastructure, by evaluating our current Capital Projects and identifying the need to replace or modernize legacy/obsolete infrastructure.

By investing in public infrastructure improvements, it will enhance the quality and delivery of public services to the residents of Los Angeles County and visitors in Willowbrook.

FISCAL IMPACT/FINANCING

The total project cost is estimated at \$25,000,000, including scoping and design documents, consultant services, plan check, construction, change order contingency, Civic Art Allowance, and County Services. The project is funded from the use of obligated fund balance Committed for American Rescue Plan (ARP)-Enabled Capital Programs. The proposed project schedule and budget summaries are included in Enclosure A.

Approval of the Fiscal Year 2024-25 appropriation adjustment (Enclosure B) will transfer \$25,000,000 to the proposed MLK MC NPS Project, Capital Project No. 6A015, from the use of obligated fund balance Committed for ARP-Enabled Capital Programs, to fully fund the proposed project and reimburse the Project and Facility Development Budget Unit for the previously expended project costs.

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

Operating Budget Impact

Following completion of the project, Departments of Health Services, Mental Health, and Public Health would request and fund annual ongoing maintenance and operational costs, as needed, with departmental resources in future budget phases, in accordance with the allocation of parking stalls (62 percent Public Health, 19 percent Mental Health, and 19 percent Health Services).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the proposed project budget includes one percent of eligible design and construction costs for the Civic Art Allocation, which is estimated at \$180,000, and are restricted ARP-Enabled funds to

be allocated to Civic Art or returned to the project if an art project cannot be completed at the site within the performance period.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project would require that at least 30 percent of the California construction labor hours be performed by Qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project would also include a job coordinator who will facilitate the implementation of the targeted hiring requirement of the policy.

Effective June 7, 2023, the Countywide Community Workforce Agreement (CWA) applies to projects with an estimated construction contract value of \$5,000,000 or greater. Therefore, CWA will apply to this project. The contractor and all subcontractors must comply with all terms and conditions of the CWA which, among other things, increases work opportunities for those seeking to start a new career in the construction industry and promotes the hiring of underrepresented individuals on the project.

The proposed project would support the Board's Green Building/Sustainable Design Program by incorporating drought tolerant landscaping, water efficient irrigation, energy efficient lighting fixtures, and bioretention devices to capture and filter stormwater runoff from the site prior to discharge to the ocean.

ENVIRONMENTAL DOCUMENTATION

On October 11, 2011, the Board, as lead agency under the California Environmental Quality Act (CEQA), certified the FEIR for the MLK MC Redevelopment Project, Tiers I and II. Tier I of the project in the certified FEIR consisted of the construction of a 4-story Multi-Service Ambulatory Care Center. Tier II of the project in the certified FEIR included the development of the remainder of the campus and was analyzed at a program level, which included up to 1,476,010 square feet of master-planned future mixed use development. The Board adopted a Statement of Overriding Consideration for significant and unavoidable impacts identified in the FEIR in the areas of air quality, cultural resources, greenhouse gas emissions, and construction noise; which continues to apply; as well as a Mitigation Monitoring Program, as applicable. The 5th Addendum to the FEIR analyzed the environmental impacts of the option to construct a new 600 space parking structure. Note that previously certified Addenda 1-4 and 6 were prepared for refinements to the previous approved project and do not affect the current proposed changes to the MLK MC NPS.

The proposed MLK MC NPS, which would be under Tier II, is an approximately 300 stall parking structure at the same location as the previously analyzed 600 stall structure. Public Works retained Impact Sciences, Inc., to prepare the 7th Addendum to the 2011 MLK MC Redevelopment FEIR to evaluate the environmental effects associated with the proposed, reduced size MLK MC NPS Project taking into account current conditions. The Addendum to the FEIR (Enclosure C), as well as the FEIR (Enclosure D) are enclosed. Pursuant to Section 15164 (a) of the State CEQA Guidelines, an Addendum to a previously certified FEIR is appropriate to evaluate the environmental effects associated with minor modifications to a previously approved project. The Addendum demonstrates that environmental impacts resulting from the proposed MLK MC NPS Project would not trigger any of the conditions set forth in State CEQA Guidelines Section 15162, which would require the preparation of a subsequent Environmental Impact Report.

The Mitigation Monitoring Program adopted by the Board at the time of certification of the FEIR will continue to apply to the MLK MC NPS Project, as applicable, to ensure that all impacts of the project remain below the level of significance.

The location and custodian of the documents and other materials constituting the record of the proceedings, including the certified Environmental Impact Report, all Addenda, Mitigation Monitoring Reporting Program, Findings of Fact and Statement of Overriding Consideration, upon which the Board's decision is based in this matter is with Public Works, Project Management Division I, 900 South Fremont Avenue, 5th Floor, Alhambra, CA, 91803. The custodian of records is a Project Management Division I Program Manager.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk and with the State Clearinghouse at the Governor's Office of Land use and Climate Innovation in accordance with Section 21152 (a) of the California Public Resources Code and will post the notice to the County's website pursuant to Section 21092.2.

CONTRACTING PROCESS

The D-B procurement was conducted in accordance with the D-B Policy adopted by the Board on June 4, 2016, and pursuant to the requirements of Public Contract Code Section 22164.

On June 11, 2024, Public Works issued the Request for Proposal (RFP) for D-B services. This contract opportunity was advertised on the County's "Doing Business with Us" and Public Works' "Do Business with Public Works" websites and advertisements

were placed in the *La Opinion*, *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *Pasadena Star News*, *San Gabriel Tribune*, *The Signal*, *World Journal*, *Daily Commerce*, *Daily News*, and *Whittier Daily News* newspapers. Fourteen firms registered on the Public Works website for this RFP.

The first part of the RFP required prospective D-B firms to submit responses to the standardized prequalification questionnaire. Additionally, the RFP specified that the three highest scoring prequalified proposers would be short-listed and invited to participate in the second part of the RFP for submission of technical and cost proposals. On July 11, 2024, four firms submitted prequalification questionnaires. The questionnaires were reviewed by an evaluation committee consisting of representatives from the Departments of Health Services, Public Health, and Public Works.

The three short-listed firms were McCarthy, Bomel and Whiting-Turner.

On November 7, 2024, technical and cost proposals were received from the three short-listed prequalified firms. During the initial screening process, Public Works determined and notified W.M. Klorman that their proposal was not in compliance with the County's Jury Service Program requirement in the RFP. The three remaining proposals were evaluated and ranked based on technical design and construction expertise, D-B team personnel and organization, proposed delivery plan and schedule, price, life cycle costs, CWA and Local and Targeted Worker Hiring Program work plans, and acceptable safety record. The evaluation was completed without regard to race, creed, color, or gender.

McCarthy's proposal received the highest score and was determined to be the best value in accordance with the provisions of the RFP.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current services as parking displaced by the construction will be reassigned to other parking lots at the MLK MC. Patient care services on campus will remain fully operational during design and construction.

The Honorable Board of Supervisors
March 11, 2025
Page 8

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:HA:jc

Enclosures

c: Arts and Culture (Civic Art Division)
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office, Board of Supervisors
Health Services (Capital Projects Division)
Mental Health
Public Health

ENCLOSURES A-D

March 11, 2025

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MARTIN LUTHER KING, JR. MEDICAL CAMPUS
NORTH PARKING STRUCTURE PROJECT
CERTIFY ENVIRONMENTAL IMPACT REPORT ADDENDUM
ESTABLISH AND APPROVE CAPITAL PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AWARD DESIGN-BUILD CONTRACT
SPECS. 7943; CAPITAL PROJECT NO. 6A015
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 2)
(4-VOTES)**

This Board letter has large enclosures.
Click on link to access:

[2025.03.11 CP MOK N Parking BI \(FTP Large Enc\) \(Rev\)](#)

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	2/19/2025	
BOARD MEETING DATE	3/11/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Public Health	
SUBJECT	RECOMMENDATION TO CONTINUE THE DECLARED LOCAL HEALTH EMERGENCY FOR THE JANUARY 2025 CRITICAL FIRE EVENTS	
PROGRAM	Executive Office Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation: There is no fiscal impact related to the continuance of this local health emergency, but the proclamation of local health emergency could allow the County to seek recovery of eligible costs from the Federal Emergency Management Agency and State of California. The County will incur costs associated with the response to and recovery from the local health emergency.	
PURPOSE OF REQUEST	<p>The local health emergency declared by the local health officer on January 10, 2025, was ratified by the Board on January 14, 2025, and continued thereafter, must be reviewed by the Board to determine the need for the local health emergency to remain in effect at least once every 30 days, until it is terminated; and (2) proclaim the local health emergency terminated at the earliest possible date that conditions warrant the termination.</p> <p>Public Health and the Los Angeles County Health Officer have reviewed the need for the proclaimed local health emergency referenced above to remain in effect and recommend that the local health emergency be continued.</p>	
BACKGROUND	The January 2025 Windstorm and Critical Fire Events are an ongoing local health emergency in Los Angeles County, which has required an ongoing response to several	

<p>(include internal/external issues that may exist including any related motions)</p>	<p>destructive and wind-driven fires, especially the Palisades and Eaton Fires. These fires have burned thousands of residences and structures and resulted in massive amounts of post-fire health hazards in the form of burned hazardous materials and hazardous ash, soot and fire debris remaining in the burn and surrounding areas. The recovery response to these catastrophic fire events require the ongoing need for federal, State and local emergency response and recovery operations to implement and complete a large scale urban wildfire debris removal and disposal.</p> <p><u>Board Motion</u> On January 14, 2025, via motion, the Board ratified the County Health Officer's Declaration of Local Health Emergency made on January 10, 2025, for the January 2025 Windstorm and Critical Fire Events, in the County of Los Angeles. The Proclamation of Local Health Emergency shall remain in effect until its termination is proclaimed by the Board.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <ul style="list-style-type: none"> • Joshua Bobrowsky Director of Government Affairs, Public Health jbobrowsky@ph.lacounty.gov • Blaine D. McPhillips Senior Deputy County Counsel Health Services Division bmcphillips@counsel.lacounty.gov



DRAFT

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

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

ANISH P. MAHAJAN, M.D., M.S., M.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

BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

March 11, 2025

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

Dear Supervisors:

**RECOMMENDATION TO CONTINUE THE DECLARED LOCAL HEALTH
EMERGENCY FOR THE JANUARY 2025 CRITICAL FIRE EVENTS
(ALL AFFECTED) (3 VOTES)**

SUBJECT

The Department of Public Health (Public Health) is recommending that the Board of Supervisors (Board) continue the local health emergency declared on January 10, 2025, in response to the January 2025 Windstorm and Critical Fire Events impacting Los Angeles County (County).

IT IS RECOMMENDED THAT THE BOARD:

Adopt and instruct the Chair of the Board to execute the attached Resolution to Continue the Local Health Emergency due to the January 2025 Windstorm and Critical Fire Events.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The local health emergency declared by the local health officer on January 10, 2025, was ratified by the Board on January 14, 2025, and initially continued by the Board on February 11, 2025, must be reviewed by the Board to determine the need for the local health emergency to remain in effect at least once every 30 days, until it is terminated; and (2) proclaim the local health emergency terminated at the earliest possible date that conditions warrant the termination.

Public Health and the County Health Officer have reviewed the need for the proclaimed local health emergency referenced above to remain in effect and is recommending that the local health emergency be continued. This review included considerations of the extent to which the specified conditions for the proclaimed local health emergency, such as the continued existence of hazardous materials, hazardous waste in the form of fire ash, soot, and debris remaining inside and near the burn areas; the ongoing need for federal, State and local emergency response and recovery operations to implement and complete a large scale urban wildfire debris removal and disposal response; the ongoing need for federal and/or State financial assistance; and the extent to which departments continue to engage in essential emergency-related activities that are dependent on the local health emergency remaining in effect.

The January 2025 Critical Fire Events are an ongoing local health emergency in the County, which has required an ongoing response to several destructive and wind-driven fires, especially the Palisades and Eaton Fires. These fires have resulted in massive amounts of post-fire health hazards in the form of burned hazardous materials and hazardous ash, soot and fire debris remaining in the burn and surrounding areas. These catastrophic fire events have caused the loss of life, displacement of thousands of residents, widespread damage and destruction to residential structures, businesses, and infrastructure. These conditions are beyond the control of the resources of the County and require the combined forces of federal, State and other political subdivisions to combat. To mitigate the risks to health created by the fires, post-fire health hazards must be removed from properties in accordance with federal and State standards for safe removal of hazardous materials and waste.

Given the current risks posed by post-fire health hazards, Public Health recommends that the Board find that the local health emergency be continued.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2 – Foster Vibrant and Resilient Communities, Focus Area A – Public Health, Strategy i - Population Based Health.

FISCAL IMPACT/FINANCING

There is no fiscal impact related to the continuance of this local health emergency, but the proclamation of local health emergency could allow the County to seek recovery of eligible costs from the Federal Emergency Management Agency and State of California. The County will incur costs associated with the response to and recovery from the local health emergency.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Health and Safety Code Section 101080 and Chapter 2.68 of the Los Angeles County Code requires the Board to review the need for a proclaimed local health emergency to remain in effect at least once every 30 days, until it is terminated. California Health and Safety Code Section 101080 requires the Board to terminate a proclaimed local health emergency at the earliest possible date that conditions warrant.

ENVIRONMENTAL DOCUMENTATION

This action is not subject to the California Environmental Quality Act (CEQA) because it is excluded from the definition of project under section 15378(b)(5) of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services.

CONCLUSION

Upon approval by the Board, the Public Health requests that an executed, stamped copy of the attached Resolution be returned to Public Health.

Respectfully submitted,

Barbara Ferrer, PhD, MPH, MEd
Director

BF:db
#08090

Enclosure

c: Chief Executive Officer
County Counsel
Executive Office, Board of Supervisors
Public Works
CEO Office of Emergency Management

RESOLUTION BY THE COUNTY OF LOS ANGELES BOARD OF SUPERVISORS TO CONTINUE THE LOCAL HEALTH EMERGENCY FOR THE JANUARY 2025 CRITICAL FIRE EVENTS

WHEREAS, pursuant to Section 101080 of the California Health and Safety Code, the existence of a local health emergency was declared by the County Health Officer on January 10, 2025, and ratified by the Board of Supervisors (Board) on January 14, 2025, due to conditions of disaster or of extreme peril to the safety of persons and property arising from the January 2025 Windstorm and Critical Fire Events, beginning on January 7, 2025, affecting areas throughout the County of Los Angeles (County); and

WHEREAS, the January 2025 Critical Fire Events, beginning on January 7, 2025, are an ongoing local health emergency in the County, whose conditions have included an ongoing response to a number of destructive and wind-driven fires, which include, among others, the Palisades Fire, Eaton Fire, Hurst Fire, Creek Fire, Lidia Fire, and the Kenneth Fire, and post-fire hazards in the form of burned common household hazardous materials and contaminated ash, soot and fire debris remaining in the burn zones and surrounding areas. These conditions are or will likely be beyond the control of the resources of the County and require the combined forces of other political subdivisions and the ongoing need for federal and/or State financial assistance. To the extent which departments continue to engage in essential emergency-related activities that are dependent on the local health emergency remaining in effect; and

WHEREAS, there continues to be conditions of disaster or of extreme peril to the safety of persons and property arising from the January 2025 Critical Fire Events in the County, and to mitigate the risks to health created by the fires and post-fire health hazards, which include the presence of extensive amounts of common household items burned in the wildfires that created contaminated ash and fire debris, must be removed, transported, and disposed of from properties in accordance with federal and State standards, which is an on-going effort; and

WHEREAS, Health and Safety Code Section 101080 and Chapter 2.68 of the Los Angeles County Code requires the Board to review the need for a declared local health emergency to remain in effect at least once every 30 days, until it is terminated by the Board at the earliest possible date that conditions warrant; and

WHEREAS, the Board has reviewed the need to continue the local emergency for the January 2025 Critical Fire Events, which was already ratified on January 14, 2025, and continued thereafter; and

WHEREAS, the Board determines that there continues to exist conditions of disaster or of extreme peril to the health and safety of people arising from the local health emergency for the January 2025 Critical Fire Events such that continuation of this local health emergency is warranted.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Los Angeles that the local health emergency due to the January 2025 Critical Fire

Events in the County continues to exist and is hereby extended for thirty (30) additional days, unless sooner terminated by the Board.

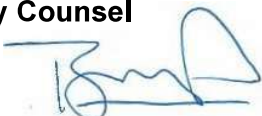
The foregoing resolution was on the *11th* day of *March 2025*, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

EDWARD YEN
Executive Officer
Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By  _____
BLAINE D. McPHILLIPS
Senior Deputy County Counsel
Health Services Division

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	2/19/2025	
BOARD MEETING DATE	3/11/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Mental Health	
SUBJECT	Adopt a Resolution Approving the Interagency Cash Transfer Agreement with the State of California Department of Rehabilitation for Fiscal Years 2025-25, 2026-27, and 2027-28	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	3.11.25	
COST & FUNDING	Total cost: \$1,104,817 per FY- DMH \$4,082,118 per FY- State DoR \$5,186,935 total per FY	Funding source: DMH- Realignment 2011 State DoR- will leverage Federal funds
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Request adoption of a resolution approving the Interagency Cash Transfer Agreement with the State of California Department of Rehabilitation (State DoR) to provide an integrated program of vocational rehabilitation and employment services for individuals with psychiatric disabilities.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The existing State DoR Agreement is set to expire on June 30, 2025. Board approval of the recommended actions will ensure continuous vocational rehabilitation and employment services are provided to individuals with psychiatric disabilities. The agreement will utilize State DoR's federal share of cost and DMH's non-federal share as an allowable source of match funding to support staff and service costs necessary for vocational assessments, occupational skills training, job placement, and other supportive services to assist individuals in obtaining and maintaining employment.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Rachel Kleinberg, Senior Deputy County Counsel, 213.974.7735, rkleinberg@counsel.lacounty.gov Maria Funk, Deputy Director Mental Health, (213) 943-8465, MFunk@dmh.lacounty.gov	



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

Rimmi Hundal, M.A.
Chief Deputy Director

March 11, 2025

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

Dear Supervisors:

**ADOPT A RESOLUTION APPROVING THE INTERAGENCY CASH
TRANSFER AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF
REHABILITATION
FOR FISCAL YEARS 2025-26, 2026-27, AND 2027-28
(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:

1. Adopt and instruct the Chair of your Board to sign and execute a resolution (Attachment I) for the Interagency Cash Transfer Agreement No. 32928, substantially similar to Attachment II, with the State of California Department of Rehabilitation (State DoR) for Fiscal Years (FYs) 2025-26, 2026-27, and 2027-28.
2. Approve and authorize the Director of Mental Health (Director), or designee, to sign and execute Agreement No. 32928 (Attachment II), with State DoR to provide vocational and employment services for FYs 2025-26, 2026-27, and 2027-28. The Department of Mental Health (DMH) will provide \$1,104,817 per fiscal year, fully funded by 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 Agreement, 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 Agreement 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, 2025. Board approval of the recommended actions will ensure that 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 Agreement for FYs 2025-26, 2026-27, and 2027-28.

Board approval of Recommendation 3 will allow DMH to amend the State DoR Agreement 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 Agreement in a timely manner, as necessary.

Im of Strategic Plan Goals

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.

FISCAL IMPACT/FINANCING

For FY 2025-26, DMH will provide a total amount of \$1,104,817, fully funded by 2011 Realignment revenue. Funding is included in DMH's FY 2025-26 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 Agreement 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 Agreement 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 Agreement (Attachment II) has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

The Honorable Board of Supervisors
3/11/2025
Page 4

CONCLUSION

DMH requires the executed resolution (Attachment I) and will contact the Executive Office, Board of Supervisors, to request the electronic version of the signed resolution upon adoption of the Board letter.

Respectfully submitted,

LISA H. WONG, Psy.D.
Director

LHW:RH:KN:
SK:RLR:FJM:atm

Attachments (2)

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

**EXHIBIT A
(Standard Agreement – Subvention)
Coversheet**

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:

4.	Department of Rehabilitation	Los Angeles County Department of Mental Health
	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	Maria Funk, Ph.D. Housing & Job Development Division 510 S. Vermont Ave., 17 th Floor Los Angeles, CA 90020 O 213-943-8465 F 213-559-9258 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.

Draft

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 Department of Rehabilitation (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 participants" or "DOR participants"). 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 participants residing in the following DOR districts:

- Greater Los Angeles District
- Los Angeles South Bay District
- Orange/San Gabriel District
- Van Nuys/Foothill District
- Blind Field Services

4. Outcome Goals

During fiscal year 2025-2026, there will be:

- A total of 1,500 unduplicated DOR participants served through this agreement
- 750 new referrals for services
- 600 Individualized Plans for Employment developed
- 257 DOR cases closed successfully rehabilitated

During fiscal year 2026-2027, there will be:

- A total of 1,500 unduplicated DOR participants served through this agreement
- 750 new referrals for services
- 600 Individualized Plans for Employment developed
- 257 DOR cases closed successfully rehabilitated

During fiscal year 2027-2028, there will be:

- A total of 1,500 unduplicated DOR participants served through this agreement
- 750 new referrals for services
- 600 Individualized Plans for Employment developed
- 257 DOR 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 participants Individualized Plan for Employment (IPE) 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 number of participants to be served:

During fiscal year 2025-2026:

- 120 unduplicated participants will receive Vocational Assessment services

During fiscal year 2026-2027:

- 120 unduplicated participants will receive Vocational Assessment services

During fiscal year 2027-2028:

- 120 unduplicated participants will receive Vocational Assessment services

Personal, Vocational, and Social Adjustment (PVSA) Services

Service outcomes and number of participants to be served:

During fiscal year 2025-2026:

- 25 unduplicated participants will receive PVSA services

During fiscal year 2026-2027:

- 25 unduplicated participants will receive PVSA services

During fiscal year 2027-2028:

- 25 unduplicated participants will receive PVSA services

Work Adjustment Services

Service outcomes and number of participants served:

During fiscal year 2025-2026:

- 146 unduplicated participants will receive Work Adjustment services

During fiscal year 2026-2027:

- 146 unduplicated participants will receive Work Adjustment services

During fiscal year 2027-2028:

- 146 unduplicated participants will receive Work Adjustment services

Occupational Skills Training Services

Service outcomes and number of participants served:

During fiscal year 2025-2026:

- 30 unduplicated participants will receive Occupational Skills Training

During fiscal year 2026-2027:

- 30 unduplicated participants will receive Occupational Skills Training

During fiscal year 2027-2028:

- 30 unduplicated participants will receive Occupational Skills Training

Employment Services

Service outcomes and number of participants served:

During fiscal year 2025-2026:

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

During fiscal year 2026-2027:

- 510 DOR participants will receive Employment Preparation services
- 466 DOR participants will receive Job Development Services
- 335 DOR participants will be placed in employment consistent with their IPE goal
- 257 DOR participants will retain employment for a minimum of 90 days resulting in a successful employment / DOR case closure

During fiscal year 2027-2028:

- 510 DOR participants will receive Employment Preparation services
- 466 DOR participants will receive Job Development Services
- 335 DOR participants will be placed in employment consistent with their IPE goal
- 257 DOR participants will retain employment for a minimum of 90 days resulting in a successful employment / DOR case closure

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

1. 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.
 - i. In collaboration with LACDMH, DOR will identify local partners to provide direct services to DOR participants, 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 IPE in collaboration with the DOR participant consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
 - iv. Authorize services and refer the DOR participant 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 Contracting Public Agency

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

<p><u>Department of Rehabilitation</u> Agavni Anneyan Contract Administrator 888 S. Figueroa St., Suite 900 Los Angeles, CA 90017 O 213-736-3989 Agavni.Anneyan@dor.ca.gov</p>	<p><u>Los Angeles County Department of Mental Health</u> 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</p>
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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 participants 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, 2026; July 1, 2027; and July 1, 2028).

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 each 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, 2025 – June 30, 2026	FY 2: July 1, 2026 – June 30, 2027	FY 3: July 1, 2027 – June 30, 2028
LA Co. Dept. of Mental Health	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 participants 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	

IV. 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

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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 and personal information 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:
 - 1. 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

- 1. 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:
1. 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.
 2. 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.

11. GENAI TECHNOLOGY USE AND REPORTING

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

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.