County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

FILED
2010 OCT -4 PM 4: 57
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 1, 2010

To: Supervisor Gloria Molina, Chair
Supervisor Mark Ridley-Thomas
Supervisor Zev Yaroslavsky
Supervisor Don Knabe
Supervisor Michael D. Antonovich

From: William T Fujioka
Chief Executive Officer

DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH - POLICY ON LENDING COUNTY MOBILE VANS FOR COMMUNITY OUTREACH EVENTS

On July 27, 2010, your Board instructed the Chief Executive Officer (CEO), in conjunction with the Interim Director of Health Services, Director of Public Health, and County Counsel, to develop a policy and procedure by which current service providers, non-profit community-based organizations as well as, State and national nonprofit organizations, may obtain access and temporary use of the mobile dental van, as well as other unused medical vans for similar outreach and health fair events at no cost to the County. The policy should restrict usage to events that further the County's mission.

In an effort to respond to your Board's request, this office worked with the Department of Health Services (DHS), Department of Public Health (DPH), and County Counsel staff to develop a model policy that could be utilized uniformly by DHS and DPH to develop their individual departmental policies. In summary, the policy identifies the purpose and sets forth the guidelines that will be used by DHS and DPH in providing access to County Mobile Health Care Facilities ("County Vehicles") by non-profit organizations solely for the purpose of providing health screenings, diagnosis, treatment or health education at health services events with either limited to no liability for the County. The policies cover issues, such as insurance, indemnification, cleaning and delivery, as well as delineating the organizations and the purposes for which the vehicles can be used.

It should be noted that DHS' and DPH's policy applies to all non-County entities who utilize DHS' and DPH's County Vehicles in conducting health related work for usage at health care events.

Attached is a copy of the policy for DHS, Policy No. 862.100 – effective September 23, 2010, (Attachment I) and DPH, Policy No. 116 – effective September 21, 2010 (Attachment II). A copy of the model vendor agreement, Permit for the Use of County Property is also provided (Attachment III).

Additionally, DHS and DPH will be returning to your Board shortly to request delegated authority to enter into agreements similar to Attachment III to implement the policy in specific cases.

If you have any questions, please contact me or your staff may contact Sheila Shima, Deputy Chief Executive Officer, at (213) 974-1160.

WTF:BC:SAS
MLM:AMT:gl

Attachments (3)

c: Executive Office, Board of Supervisors
County Counsel
Health Services
Public Health

100110_HMHS_MBS_MOBILE VAN POLICY

Health Services
LOS ANGELES COUNTY

POLICIES AND PROCEDURES

SUBJECT: VENDOR USE OF COUNTY MOBILE HEALTH CARE FACILITIES

POLICY NO: 862.100

PURPOSE:

To establish guidelines for the use of County Mobile Health Care Facilities ("County Vehicles") by non-profit organizations solely for the purpose of providing prevention (e.g., health screenings) and intervention (e.g., treatment and/or referrals), outreach testing (including diagnosis), case finding and contact investigation, pre and post test counseling, or health education at health services events with either limited to no liability for the County.

SCOPE:

This policy applies to all non-County entities ("Vendors") who utilize County Vehicles in conducting health related work for usage at health care events.

POLICY:

1. The Department of Health Services ("Department") shall make available on a temporary basis to qualified Vendors, County Vehicles which are, or in the ordinary course of events would not be, in use by the Department at the time of use by the qualified Vendors, for an allowable purpose, as defined in this policy, so long as the Vendor is willing

   (a) to comply with the conditions set forth in this policy,
   (b) to sign a written agreement for the use of the County Vehicle, and;
   (c) to pay any of the charges authorized in this policy

2. Qualified Vendors are non-profit organizations.

3. Allowed purposes are those involving the provision of one or more health services, including health screenings, diagnostic testing, health education or treatment, to members of the public without charge or for only nominal charges, as part of a health event approved by the Director of the Department or his designee.

   (a) County Vehicles shall only be used for the allowed purpose set forth in the written agreement between the Vendor and the Department.

   (b) The Vendor shall assure that all health services involving the County Vehicle are provided consistently with California licensing laws and regulations.

APPROVED BY: John F. Schunhoff by C Meyer **EFFECTIVE DATE:** September 23, 2010
REVIEW DATES: N/A **SUPERSEDES:** N/A

(c) Vendor shall maintain County Vehicles in a clean and sanitary manner at all times; and return both the Vehicle and any equipment in the Vehicle to the designated County representative in good working order, (unless otherwise specified), and in a clean and sanitary condition. If the vehicle is not cleaned and sanitized, as needed, prior to return, the Vendor will be required to pay for the costs of the cleaning and sanitizing the equipment and/or premises.

(d) Vendor shall ensure that all laws, regulations, and contractual requirements (including CAL-OSHA) are met in the handling and disposal of bodily fluids and supplies and equipment that have come in contact with bodily fluids within the County Vehicle.

(e) In the event the vehicle is not delivered to the event location and retrieved by County personnel, the Vendor shall ensure that the person driving the County Vehicle has a valid driver's license from the California State Department of Motor Vehicles in the appropriate vehicle class. In addition, the Vendor must comply with the use of County vehicles policy herein.

(f) Vendor shall ensure both the County Vehicle and the activities occurring in the County Vehicle against loss and liability, and shall provide proof of such insurance. Further, the Vendor shall agree to indemnify the County for all losses, suits or liability associated with Vendor's use of County Vehicle.

(g) Vendor shall pay the costs assessed by the County for vehicle delivery, gas, and any additional costs associated with the use of the County Vehicle.

(h) Where available, County vehicles shall be parked in County reserved spaces or other designated space.

(i) Vendor shall supply all equipment not ordinarily included in the County Vehicle, as well as all supplies necessary to provide the public health services for which the County Vehicle is being provided.

(j) The County Vehicle must stay within the County boundaries and only be driven to or from the designated locations where health service will be provided.

If any of the above requirements are not met, the County may assess a nominal fee associated with each of the criteria.

AUTHORITY:

California Government Code Section 26227

COUNTY OF LOS ANGELES
Public Health

SUBJECT:	**VENDOR USE OF COUNTY MOBILE HEALTH CARE FACILITIES**	**PAGE**	1
		OF	2

POLICY No.:	116	**EFFECTIVE DATE:**	09/21/10
APPROVED BY:	Jonathan E. Fielding M.D.	**SUPERSEDES:**	New

PURPOSE: To establish guidelines for the use of County Mobile Health Care Facilities ("County Vehicles") by non-profit organizations solely for the purpose of providing prevention (e.g., health screenings) and intervention (e.g., treatment and/or referrals), outreach testing (including diagnosis), case finding and contact investigation, pre and post test counseling, or health education at public health events with either limited to no liability for the County.

SCOPE: This policy applies to all non-County entities ("Vendors") who utilize County Vehicles in conducting health related work for usage at health care events.

POLICY:

1. The Department of Public Health ("Department") shall make available on a temporary basis to qualified Vendors County Vehicles which are, or in the ordinary course of events would not be, in use by the Department at the time of use by the qualified Vendors, for an allowable purpose, as defined in this policy, so long as the Vendor is willing:

   (a) to comply with the conditions set forth in this policy;
   (b) to sign a written agreement for the use of the County Vehicle, and
   (c) to pay any of the charges authorized in this policy.

2. Qualified Vendors are non-profit organizations.

3. Allowed purposes are those involving the provision of one or more public health services, including health screenings, diagnostic testing, health education or treatment, to members of the public without charge or for only nominal charges, as part of a public health event approved by the Director of the Department or his designee.

PROVISIONS:

1. County Vehicles shall only be used for the allowed purpose set forth in the written agreement between the Vendor and the Department.

2. The Vendor shall assure that all public health services involving the County Vehicle are provided consistently with California licensing laws and regulations.

3. Vendor shall maintain County Vehicles in a clean and sanitary manner at all times; and return both the Vehicle and any equipment in the Vehicle to the designated County representative in good working order, (unless otherwise specified), and in a clean and sanitary condition. If the vehicle is not cleaned and sanitized, as needed, prior to return, the Vendor will be required to pay for the costs of the cleaning and sanitizing the equipment and/or premises.

4. Vendor shall ensure that all laws, regulations, and contractual requirements (including CAL-OSHA) are met in the handling and disposal of bodily fluids and supplies and equipment that have come in contact with bodily fluids within the County Vehicle.

5. In the event the vehicle is not delivered to the event location and retrieved by County personnel, the Vendor shall ensure that the person driving the County Vehicle has a valid driver's license from the California State Department of Motor Vehicles in the appropriate vehicle class. In addition, Vendor must comply with the use of County vehicles policy, DPH Policy No. 860.

6. Vendor shall insure both the County Vehicle and the activities occurring in the County Vehicle against loss and liability, and shall provide proof of such insurance. Further, the Vendor shall agree to indemnify the County for all losses, suits or liability associated with Vendor's use of County Vehicle.

7. Vendor shall pay the costs assessed by the County for vehicle delivery, gas, and any additional costs associated with the use of the County Vehicle.

8. Where available, County Vehicles shall be parked in County reserved spaces or other designated space.

9. Vendor shall supply all equipment not ordinarily included in the County Vehicle, as well as all supplies necessary to provide the public health services for which the County Vehicle is being provided.

10. The County Vehicle must stay within the County Boundaries and only be driven to or from the designated locations where public health service will be provided.

If any of the above requirements are not met, the County may assess a nominal fee associated with each of the criteria.

AUTHORITY: California Government Code Section 26227

REFERENCE: DPH Policy No. 860

Permit for the Use of County Property

[insert Department Name] Mobile Health Facility

Upon execution of this document by both parties, the County of Los Angeles, acting through its **[insert Department Name]** grants to the Permittee listed below a permit to use the following premises under the terms and conditions set forth below.

PERMITTEE: [insert name]

CONTACT: [Insert name address and telephone numbers]

PREMISES: [Describe van and location where it will be delivered to]. **[insert Department Name]** staff will be responsible for delivering, securing and removing the dental van, and Permittee will not move such van from the spot to which it is delivered by **[insert Department Name]** staff. Entry constitutes acceptance by Permittee of all conditions and terms of this Permit.

DEPARTMENT CONTACT: [insert]

TERM: This Permit shall commence: [insert date]
This Permit shall terminate: [insert date]

FEE: The Permittee will pay [insert estimated cost of delivery] for delivery of the van. **[insert Department Name]** is allowing the use of the van without fee to the Permittee.

PURPOSE: [Insert purpose: For example *The purpose of this Permit is to make available the space and equipment necessary to allow volunteer dentists to provide dental screenings and teeth cleanings to individuals seeking such services as part of the Aids Awareness health event.*] .

PERMITTEE SIGNATURE: This Permit is accepted on the terms set forth herein.
[insert institutional name if any] .

By _____ ⇦ **sign here and initial on pages 2 and 3.**
[insert name], who hereby personally covenants and guarantee that s/he has the power and authority to obligate the Permittee to the terms and conditions in this Permit.

NOTICE: **This permit is not valid until signed by the authorized officer of the** [insert Department Name]. **If approved, this permit will be signed upon receipt of proof of appropriate insurance and any other condition required of Permittee.**

PERMITTOR SIGNATURE: COUNTY OF LOS ANGELES

By: _____
[insert name]
[insert title]

DATE: [Insert date of execution by the County]

1. **INDEMNIFICATION:** Permittee agrees to indemnify, defend and save harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, including damage to County property, arising from or connected with Permittee's operations, or its services hereunder, including any Workers' Compensation suits, liability, or expense, arising from or connected with services or actions performed by or on behalf of Permittee by any person pursuant to this Permit.

2. **INSURANCE: Special events insurance is available through 2Sparta.com or by calling 800-420-0555.** The Permittee shall supply the County with an insurance endorsement from their insurance carrier naming the County as an additional insured. **The number to fax the additional insured endorsement is 213-217-4971. The name of the additional insured is The County of Los Angeles. The address is c/o [insert proper address]** Without limiting Permittee's indemnification of County, Permittee shall provide and maintain, except where deleted and initialed, at its own expense during the term of this Permit the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the [insert name of **[insert Department Name]** person who is coordinating the license] on or before the effective date of this Permit. Such evidence shall specifically identify this Permit and shall contain express conditions that County is to be given written notice at least thirty (30) days in advance of any modification or termination of any provision of insurance:

   GENERAL LIABILITY: A program of insurance which shall be primary to and not contributing with any other insurance maintained by County, shall name the County of Los Angeles as an Additional Insured, and shall include, but not be limited to:

   COMPREHENSIVE GENERAL LIABILITY insurance endorsed for Premises-Operations, products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than $1,000,000 per occurrence.

   WORKERS' COMPENSATION: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services on behalf of Permittee using the permitted space, and all risks to such persons under this Permit.

   FIRE LEGAL LIABILITY: A program in an amount not less than $50,000 with a loss payee endorsement in favor of the County of Los Angeles as its interest may appear. Such coverage may be provided under the policy for general liability.

   PROFESSIONAL LIABILITY INSURANCE. A program in an amount not less than $1,000,000 covering all personnel, including volunteers who provide services in the Premises. If volunteers are to provide their own professional liabiltity insurance, Permittee shall provide to the person designated above a certification that such insurance has been obtained.

4. **FAILURE TO PROCURE INSURANCE**: Failure on the part of Permittee to procure or maintain required program(s) of insurance shall constitute a material breach of contract upon which County may immediately terminate this Permit.

5. **PERMITTEE SHALL**:

   a. Comply with and abide by all applicable rules, regulations and directions of County and all applicable City and County ordinances and all State and Federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct the permitted activities on the Premises. Without limiting the foregoing , Permittee specifically agrees that all persons who provide services in the Premises shall be duly licensed to provide such services, or, if permitted by California law, shall be working under the supervision of such duly licensed person.

   b. Use the Premises only for the purpose set forth in this Permit.

   c. Provide custodial services to the Premises and maintain the area occupied in a clean and sanitary condition to the satisfaction of County. Repair or replace any and all County property lost, damaged, or destroyed as a result of or connected with the conduct or activities of the Permittee. Should Permittee fail to promptly make repairs, County may have repairs made and Permittee shall pay costs.

d. Conduct the permitted activities in a courteous and non-profane manner, and remove any agent, servant or employee who fails to conduct permitted activities in the manner described in this document.

e. Provide all necessary supplies and disposable goods at Permittee's own expense.

f. Assure that all persons receiving services on the Premises understand that the services are not being provided by or on behalf of the County of Los Angeles, or any of its departments, facilities or agencies.

g. Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to Permittee that are installed or placed within the Premises.

h. Restore the Premises prior to the termination of this Permit to the satisfaction of County to the conditions that existed prior to the commencement of the permitted activities, other than for ordinary wear and tear or damage or destruction by the acts of God beyond the control of Permittee. This shall include removal of all rubbish and debris, as well as structures placed on the Premises by Permittee in order that the Premises will be neat and clean and ready for normal use by County on the day following the termination of this Permit. Should Permittee fail to accomplish this, County may perform the work and Permittee specifically agrees that it shall pay, within 15 days of invoice from DHS, [insert amount] as liquidated damages for breach of this provision. Permittee shall handle and dispose of any bodily fluids, or any equipment or supplies which have come into contact with bodily fluids in accordance with the requirements of law and regulation, including but not limited to Cal OSHA.

i. Allow County to enter the Premises at any time to determine compliance with the terms of this Permit, or for any other purpose incidental to the performance of the responsibilities of the County of Los Angeles.

j. Keep a responsible representative available during all permitted hours of the entire event. This person shall carry copies of this Permit and the receipt for consideration herein, for display upon request.

k. Permittee shall ensure applicable smoking restrictions are enforced on the Premises.

6. **INDEPENDENT STATUS**: This Permit is by and between County and Permittee and is not intended and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Permittee. Permittee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Permittee pursuant to this Permit.

7. **EMPLOYEES:** All references to the "Permittee" in this Permit are deemed to include the employees, agents, assigns, contractors, volunteers and anyone else involved in any manner in the exercise of the rights therein given to the undersigned Permittee.

8. **LIMITATIONS:** It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Permittee, and that the right to use is only a nonexclusive, revocable and unassignable permission to occupy the Premises in accordance with the terms and conditions of the Permit for the purpose of conducting the permitted activities.

9. **ASSIGNMENT:** This Permit is personal to Permittee, and in the event Permittee shall attempt to assign or transfer the same in whole or part, all rights hereunder shall immediately terminate.

10. **AUTHORITY TO STOP:** In the event that an authorized representative of the County finds that the activities being held on the Premises unnecessarily endanger the health or safety of persons on or near said property, the representative may require that this Permit immediately be terminated until said endangering activities cease.

11. **DEFAULT AND CANCELLATION:** Permittee agrees that if default shall be made in any other terms and conditions contained in this Permit, County may forthwith revoke and terminate this Permit. The County reserves the right to cancel this Permit upon giving written notice of one day to Permittee without incurring any liability by the County whatsoever.

12. **ALTERATIONS AND CONDITION OF PREMISES**: Permittee has examined the Premises and knows its condition. Permittee accepts the Premises in the present state and condition and waives any and all demand upon the County for alteration, repair, or improvement thereof. Permittee shall make no alteration or improvements to the Premises unless approved in writing, in which case Permittee shall bear the sole cost and expense of any work performed.