



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, August 31, 2022
TIME: 9:30 a.m.

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

TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#

[Click here to join the meeting](#)

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. INFORMATIONAL ITEM(S): [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

A. Board Letter:

REQUEST APPROVAL OF APPROPRIATION ADJUSTMENT AND ACCEPT A GRANT SUBAWARD FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) FOR THE HIGH FREQUENCY COMMUNICATIONS EQUIPMENT PROGRAM

Speaker(s): Charles Blomer, Mana Elliott, and Diane Stone (Sheriff's)

B. Board Letter:

APPROVE THE ACCEPTANCE OF GRANT AWARD FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) – HIGH FREQUENCY COMMUNICATIONS EQUIPMENT PROGRAM AND APPROPRIATION ADJUSTMENT

Speaker(s): Theresa Barrera and Marcia Velasquez (Fire)

C. Board Letter:

REQUEST TO AUTHORIZE THE ACQUISITION OF TWO RESCUE BOATS

Speaker(s): Theresa Barrera and Fernando Boiteux (Fire)

D. Board Letter:

DELEGATE AUTHORITY TO THE ACTING FIRE CHIEF TO ENTER INTO A LICENSE AGREEMENT WITH BELL MEDIA STUDIOS AND OTHER PRODUCTION COMPANIES, FOR FILMING TELEVISION PROGRAMMING FEATURING THE LOS ANGELES COUNTY FIRE DEPARTMENT

Speaker(s): Theresa Barrera and Chad Sourbeer (Fire)

Wednesday, August 31, 2022

- E.** Board Letter:
REQUEST TO AUTHORIZE THE ACQUISITION OF 24 PARAMEDIC SQUAD VEHICLES
Speaker(s): Theresa Barrera and Eleni Pappas (Fire)
- F.** Board Letter:
REQUEST TO AUTHORIZE THE DEPARTMENT OF MEDICAL EXAMINER-CORONER TO EXECUTED THE LOS ANGELES NETWORK FOR ENHANCED SERVICES DATA EXCHANGE PARTICIPATION AGREEMENT
Speaker(s): Dr. Jonathan Lucas, Akiko Tagawa and Darwin Sypinero (Medical Examiner-Coroner)

4. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter:
CONSTRUCTION-RELATED CONTRACT – CONSTRUCTION MANAGEMENT CORE SERVICE AREA – PROBATION CAMP GLENN ROCKEY CLOSED-CIRCUIT TELEVISION PROJECT – ESTABLISH CAPITAL PROJECT AND APPROVE BUDGET – ADOPT, ADVERTISE, AND AWARD – SPECS. 7704; CAPITAL PROJECT NO. 87699 FISCAL YEAR 2022-23
Speaker(s): Tom Afschar or designee (Public Works), Robert Smythe or designee (Probation) and Matt Diaz or designee (CEO)
- B.** Board Letter:
REQUEST TO RESCIND THE JUVENILE INSTITUTIONS SERVICES HIRING FREEZE
Speaker(s): Karen Fletcher and Robert Smythe (Probation)
- C.** Board Briefing:
OFFICE OF INSPECTOR GENERAL (OIG) QUARTERLY REPORT: REFORM AND OVERSIGHT EFFORTS – SHERIFF'S DEPARTMENT
Speaker(s): Dara Williams (OIG)

5. PUBLIC COMMENTS

CLOSED SESSION

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Subdivision (a) of Government Code Section 54956.9)

Claim of Jennifer Hunt

Department: Sheriff's

6. ADJOURNMENT

Wednesday, August 31, 2022

7. UPCOMING ITEMS:

A. Board Letter:

APPROVE SOLE SOURCE AMENDMENT NUMBER TWELVE TO AGREEMENT NUMBER 77655 WITH PUBLIC COMMUNICATIONS SERVICES, INC. FOR INMATED TELEPHONE SYSTEM AND SERVICES

Speaker(s): Irma Santana, Abby Valdez, Matthew Vander Horck and Alan Liu (Sheriff's)

B. Board Briefing:

PROBATION OVERSIGHT COMMISSION (POC) AND OFFICE OF INSPECTOR GENERAL (OIG) PROBATION MONTHLY BRIEFING

Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

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

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/31/2022	
BOARD MEETING DATE	9/13/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 ^d <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Los Angeles County Sheriff's Department	
SUBJECT	Accept a Grant Award from the California Governor's Office of Emergency Services (Cal OES) for Subaward: FH21 01 0190	
PROGRAM	High Frequency Communications Equipment 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:	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: \$60,000	Funding source: The California Governor's Office of Emergency Services (Cal OES)
	TERMS (if applicable): Performance Period: April 1, 2022 – October 31, 2023	
	Explanation:	
PURPOSE OF REQUEST	To request the Boards approval to execute Grant Subaward Agreement # FH21 01 0190	
BACKGROUND (include internal/external issues that may exist including any related motions)	The Department will utilize the funds provided to install three (3) High Frequency (HF) fixed location transceivers at the: Sheriff's Communications Center, the Los Angeles County Emergency Operations Center, and at a remote site in the City of Claremont.	
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 High Frequency program is consistent with the County's Strategic Plan III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency to Support implementation of technological enhancements and acquisitions that increase efficiency (e.g., infrastructure, software, hardware, applications) including replacement of legacy systems.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Charles Blomer, Reserve, 310-376-7031, CIBlomer@lasd.org Mana Elliott, Deputy, 323-881-8261, mselliot@lasd.org Diane Stone, Administrative Services Manager III, (213) 229-1818, D1Stone@lasd.org	

September 13, 2022

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

Dear Supervisors:

**REQUEST APPROVAL OF APPROPRIATION ADJUSTMENT AND ACCEPT A
GRANT SUBAWARD FROM THE CALIFORNIA GOVERNOR'S OFFICE OF
EMERGENCY SERVICES (CAL OES) FOR THE HIGH FREQUENCY
COMMUNICATIONS EQUIPMENT PROGRAM
(ALL DISTRICTS) (FY 2022-23, 4 VOTES)**

SUBJECT

Request Board approval authorizing the Sheriff of Los Angeles County (County) to execute Grant Subaward Agreement Number FH21 01 0190 (Agreement) with Cal OES and appropriation adjustment in the amount of \$60,000 for the High Frequency Communications Equipment Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve an appropriation adjustment and delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached Agreement with Cal OES accepting grant funds in the amount of \$60,000 with no match requirement to fund the Los Angeles County Sheriff's Department's (Department) Technology and Support Division's (TSD) Communication and Fleet Management Bureau (CFMB) for the grant period of April 1, 2022, through October 31, 2023.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required subaward grant documents, including but not limited to, agreements, modifications, extensions, and payment requests that may be

necessary for the completion of the 2021 High Frequency Communications Equipment Program.

3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply and submit a grant application to Cal OES for the High Frequency Communications Equipment Program in future FYs, and execute all required subaward grant applications documents, including assurances and certifications, when and if such future funding becomes available.
4. Delegate authority to the Sheriff, or his designee, and as an agent for the County, to accept all grant awards for the High Frequency Communications Equipment Program in future FYs, if awarded by Cal OES, and execute all required grant award documents, including but not limited to, agreements, modifications, extensions, and payment requests that may be necessary for completion of the High Frequency Communications Equipment Program in future FYs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department will install three (3) High Frequency (HF) fixed location transceivers at the: Sheriff's Communications Center, the Los Angeles County Emergency Operations Center, and at a remote site in the City of Claremont.

The Department will use these grant funds to bolster its HF communications capacity and become a member of the State of California's integrated HF communications network in use by local, state and federal agencies. To accomplish this goal, once the equipment is installed and operational, the Department will actively participate in weekly HF nets already in place. This network will provide the capability to successfully communicate with other member agencies even when a normal network infrastructure is unavailable.

Implementation of Strategic Plan Goals

The High Frequency program is consistent with the County's Strategic Plan III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency to Support implementation of technological enhancements and acquisitions that increase efficiency (e.g., infrastructure, software, hardware, applications) including replacement of legacy systems.

FISCAL IMPACT/FINANCING

There is no county match to process the initial purchase of equipment, service and training. For fiscal year 2022-23, appropriation adjustment in the amount of \$60,000 will be used by the Department's TSD to secure services and supplies by procuring high frequency radio equipment, installation, site visit, shipping, taxes and training for voice/data and remote support. Funding for this project will be included in the Supplemental Budget Phase's Carryover request for TSD's, CFMB.

All future maintenance and or software updates will be the responsibility of the Department's TSD on behalf of CFMB.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This will be the first year of funding for the Program.

The term of the Agreement is April 1, 2022 to October 31, 2023.

This grant award will enable the Department's TSD to install three (3) HF fixed location transceivers at the following three locations: the Los Angeles County Emergency Operations Center, the Sheriff's Communication Center, and a remote site in the City of Claremont. This system will communicate with local, state, and federal authorities on the State of California Part 90 frequencies authorized by the Federal Communications Commission (FCC). Additionally, the department will use both voice interaction and the Automated Link Establishment (ALE) sounding operations to participate in the weekly network operations using Federal designated frequencies under the Department of Homeland Security's SHARES program.

Installation service of the transceivers will be procured in accordance with the County's purchasing policies and procedures.

County Counsel has reviewed and approved the Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Offices of the District Attorney, the Public Defender, and the Alternate Public Defender have determined that this program will not have a significant impact on their respective departments.

The Honorable Board of Supervisors
September 13, 2022
Page 4

CONCLUSION

Upon Board approval, please return two individually certified copies of the adopted Board letter to the Department's Grants Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF



May 9, 2022

Marshall Yelverton, Lieutenant
Los Angeles County
1277 North Eastern Avenue
Los Angeles, CA 90063-3217

Subject: **NOTIFICATION OF APPLICATION APPROVAL**
High Frequency Communications Equipment Program
Subaward #: FH21 01 0190, Cal OES ID: 037-00000

Dear Lt. Yelverton:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of \$60,000, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt.

This subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those found owed as a result of a close-out or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Should you have questions on your subaward please contact your Program Specialist.

VSPS Grants Processing

Enclosure

c: Subrecipient's file

(Cal OES Use Only)

Cal OES #	037-00000-04	FIPS #	037-00000	VS#		Subaward #	FH21 01 0190
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. Subrecipient: Los Angeles County Sheriff's Department **KC** 1a. DUNS#: 028860438 **J1**
2. Implementing Agency: Los Angeles County - Sheriff's Department **KC** 2a. DUNS#: 028860438 **J1**
3. Implementing Agency Address: 1277 North Eastern Avenue Los Angeles 90063-3217
(Street) (City) (Zip+4)
4. Location of Project: Los Angeles Los Angeles 90063-3217
(City) (County) (Zip+4)
5. Disaster/Program Title: High Frequency Communications Equipment Program 6. Performance/
Budget Period: 4/1/2022 to 10/31/2023
(Start Date) (End Date)
7. Indirect Cost Rate: N/A Federally Approved ICR (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2021	Select	\$60,000						\$60,000
9.	Select	Select							
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost	\$60,000		\$60,000				\$60,000

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:**

Name: Timothy K. Murakami Title: Undersheriff

Payment Mailing Address: 211 W. Temple St., 6th Floor City: Los Angeles Zip Code+4: 90012-4455

Signature: [Signature] Date: 02/09/22

16. **Federal Employer ID Number:**

(FOR Cal OES USE ONLY)	
<p>DocuSigned by: <u>Mary Rucker</u> 9A3D0B60F24B485 (Cal OES Fiscal Officer)</p>	<p>DocuSigned by: <u>Heather Carlson</u> F76AD62C0BED440... (Cal OES Director or Designee)</p>
5/6/2022 (Date)	5/6/2022 (Date)

RECEIVED

By Cal OES at 10:53 am, Apr 14, 2022

ENY: 2021-22 Chapter: 21 SL: 01765
Item: 0690-001-0001 Pgm: 0395
Fund: General Fund
Program: High Frequency Communications
Equipment Program
Match Req.: None
Project ID: OES21PSC100000 Amount: \$60,000.00
SC: 2021-01765

Mail log: 753578

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Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Contact Information

Grant Subaward #: FH21010190

Subrecipient: Los Angeles County Sheriff's Department

1. **Grant Subaward Director:**

Name: Marshall Yelverton Title: Lieutenant

Telephone #: (323) 881-8002 Email Address: mryelver@lasd.org

Address/City/ Zip Code (9-digit): 1277 N. Eastern Ave., Los Angeles, CA 90063-3217

2. **Financial Officer:**

Name: Richard F. Martinez Title: Assistant Division Director

Telephone #: (213) 229-3291 Email Address: rf2marti@lasd.org

Address/City/ Zip Code (9-digit): 211 W. Temple St., Los Angeles, CA 90012-4455

3. **Programmatic Point of Contact:**

Name: Yvette Medrano Title: Operations Assistant III

Telephone #: (213) 229-1804 Email Address: ymedran@lasd.org

Address/City/ Zip Code (9-digit): 211 W. Temple St., Los Angeles, CA 90012-4455

4. **Financial Point of Contact:**

Name: Stephanie Lam Title: Accounting Officer II

Telephone #: (213) 229-1817 Email Address: slam@lasd.org

Address/City/ Zip Code (9-digit): 211 W. Temple St., Los Angeles, CA 90012-4455

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Timothy K. Murakami Title: Undersheriff

Telephone #: (213) 229-3008 Email Address: grantsunit@lasd.org

Address/City/ Zip Code (9-digit): 211 W. Temple St., Los Angeles, CA 90012-4455

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: Timothy K. Murakami Title: Undersheriff

Telephone #: (213) 229-3008 Email Address: grantsunit@lasd.org

Address/City/ Zip Code (9-digit): 211 W. Temple St., Los Angeles, CA 90012-4455

7. **Chair** of the **Governing Body** of the Subrecipient:

Name: Holly Mitchell Title: Los Angeles County Supervisor

Telephone #: (213) 974-2222 Email Address: hollyjmitchell@bos.lacounty.gov

Address/City/ Zip Code (9-digit): 500 W. Temple St, Los Angeles, CA 90012-2723



Grant Subaward Signature Authorization

Grant Subaward #: FH21 01 0190

Subrecipient: Los Angeles County Sheriff's Department

Implementing Agency: ~~Communications & Fleet Management Bureau~~ J1
Los Angeles County - Sheriff's Department

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: MARSHALL YELVERTON

Signature: [Signature]

Date: 2/9/2022

Financial Officer:

Printed Name: Richard F. Martinez

Signature: [Signature]

Date: 2/10/22

The following persons are authorized to sign for the **Grant Subaward Director**:

Signature: [Signature]

Printed Name: CITIZLES BLONIER

The following persons are authorized to sign for the **Financial Officer**:

Signature: [Signature]

Printed Name: Diane Stone

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____



Grant Subaward Certification of Assurance of Compliance

Subrecipient: Los Angeles County Sheriff's Department

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	High Frequency Communications Equipment (HFE) Program	FH21 01 0190	04/01/2022 - 10/31/2023
2			
3			
4			
5			
6			

I, Timothy K. Murakami (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.



Cal OES

GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: _____

Official Designee's Typed Name: Timothy K. Murakami

Official Designee's Title: _____

Undersheriff

Date Executed: _____

04/08/22

AUTHORIZED BY:

I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.

☐ City Financial Officer

☒ County Financial Officer

☐ City Manager

☐ County Manager

☐ Governing Board Chair

Signature: _____

Typed Name: Richard F. Martinez

Title: Assistant Division Director

Date Executed: _____

4/5/22



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Single Fund Source

Subrecipient: Los Angeles County Sheriff's Dept.		Grant Subaward #: FH21 01 0190
A. Personnel Costs - Line-item description and calculation		Total Amount Allocated
N/A		
PERSONNEL COSTS CATEGORY TOTAL		



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OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Single Fund Source

Subrecipient: Los Angeles County Sheriff's Dept.		Grant Subaward #: FH21 01 0190
B. Operating Costs - Line-item description and calculation		Total Amount Allocated
N/A		
OPERATING COSTS CATEGORY TOTAL		



Cal OES

GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Single Fund Source

Subrecipient: Los Angeles County Sheriff's Dept.		Grant Subaward #: FH21 01 0190	
C. Equipment Costs - Line-item description and calculation		Total Amount Allocated	
CODAN ENVOY HF BASE STATION Model X2 inc antenna (x3 at \$13,600 each)		NM	\$60,000 \$13,600
CODAN ENVOY HF BASE STATION Model X2		NM	\$13,600
CODAN ENVOY HF BASE STATION Model X2		NM	\$13,600
HF Installation Site Visit and Training for Voice/Data and Remote Support (\$13,995)		NM	\$13,995
sales tax (\$5,205)		NM	
HF Installation Site Visit and Training for Voice/Data and		NM	
Remote Support includes Site visit to the location where HF		NM	
will be installed prior to and then after equipment is delivered,			
site report of what preparation needs to be done to properly			
install HF equipment (fixed and/or mobile if each site may			
include base and/or mobile or portable equipment). HF		NM	\$13,995
Installation and Training for HF Data includes FACTOR DR7000			
Modem and associated messaging software application and			
data terminal. HF Training will also include a Cradlepoint			
IPB900 Mobile Router for Remote HF Support and Operation			
with Cal OES or other agency			
sales tax		NM	\$5,205
EQUIPMENT COSTS CATEGORY TOTAL			\$60,000
Total Project Cost (Must match the Grant Subaward Face Sheet)			\$60,000 ✓

J1

VSPS Budget Summary Report

FH21 High Frequency Communications Equipment Program

Los Angeles County

High Frequency Communications Equipment Program

Subaward #: FH21 01 0190

Performance Period: 04/01/22 - 10/31/23

Latest Request: , Not Final 201

A. Personal Services - Salaries/Employee Benefits

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
S	21PSC1	0	0	0	0	0
Total A. Personal Services - Salaries/Employee Benefits:		0	0	0	0	0

B. Operating Expenses

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
S	21PSC1	0	0	0	0	0
Total B. Operating Expenses:		0	0	0	0	0

C. Equipment

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
S	21PSC1	60,000	0	60,000	0	60,000
Total C. Equipment:		60,000	0	60,000	0	60,000

	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
Total Local Match:	0	0	0	0	0
Total Funded:	60,000	0	60,000	0	60,000
Total Project Cost:	60,000	0	60,000	0	60,000

F/S/L (Funding Types): F=Federal, S=State, L=Local Match

Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

05/09/22

AV:TKM:jh:ttm
(Financial Programs Bureau/Grants Unit)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Bryan Bell, Analyst, CEO
Dawyn R. Harrison, Acting County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
John L. Satterfield, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Brian Yanagi, Chief, Technology and Support Division
Glen C. Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
David C. Sum, Captain, Communications & Fleet Management Bureau (CFMB)
Vanessa C. Chow, Sergeant, ASD
Diane L. Stone, Grants Manager, Financial Programs Bureau (FPB), Grants Unit
Adam R. Wright, Sergeant, ASD
Kristine D. Corrales, Deputy ASD
Mana S. Elliott, Deputy, CFMB
Tajuana Moore, Grants Analyst, FPB, Grants Unit
Monica Moreno, Grants Supervisor, FPB, Grants Unit
(Grants – CalOES-High Frequency Communications Equipment Program 09-13-22)

July 15, 2022

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

SHERIFF'S DEPARTMENT

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2022-23****4 - VOTES****SOURCES****USES****SHERIFF - GENERAL SUPPORT SERVICES**

A01-SH-88-8831-15681-15687

STATE-OTHER

INCREASE REVENUE**60,000****SHERIFF - GENERAL SUPPORT SERVICES**

A01-SH-2000-15681-15687

SERVICES & SUPPLIES

INCREASE APPROPRIATION**10,000****SHERIFF - GENERAL SUPPORT SERVICES**

A01-SH-6030-15681-15687

CAPITAL ASSETS - EQUIPMENT

INCREASE APPROPRIATION**50,000****SOURCES TOTAL****\$ 60,000****USES TOTAL****\$ 60,000****JUSTIFICATION**

Reflects an increase in appropriation for Services and Supplies and Capital Assets-Equipment in the amount of \$60,000 to purchase high frequency radio equipment, installation, site visit, shipping, taxes and training for voice/data and remote support. The appropriation is fully offset by revenue from the California Governor's Office of Emergency Services' High Frequency Communications Equipment Program, Grant Sub-Award #FH21 01 0190.

Richard F. MartinezDigitally signed by Richard F. Martinez
Date: 2022.08.02 13:03:15 -07'00'**AUTHORIZED SIGNATURE**

RICHARD F. MARTINEZ, ASST. DIV. DIRECTOR

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY **Lan Sam**B.A. NO. **020**DATE **August 3, 2022**☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/31/2022	
BOARD MEETING DATE	9/13/2022	
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)	FIRE	
SUBJECT	APPROVE THE ACCEPTANCE OF GRANT AWARD FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal-OES) – HIGH FREQUENCY COMMUNICATIONS EQUIPMENT PROGRAM AND APPROPRIATION ADJUSTMENT	
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:	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: \$60,000 Grant Amount	Funding source: The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services. Your Board's approval of the recommended appropriation adjustment will increase the Executive Budget Unit's Capital Assets – Equipment appropriation by \$60,000. The entire purchase cost of the high frequency radio will be one hundred percent covered by the grant. There is no impact to net County cost.
	TERMS (if applicable): N/A	
	Explanation: The District is seeking approval to accept \$60,000 from Cal-OES to acquire high frequency radios to support emergency communications during catastrophic events.	
PURPOSE OF REQUEST	Approval of the recommended actions will support emergency communications during a catastrophic failure.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>This funding will assist the District with the purchase of high frequency communications equipment and services. The equipment will provide an important addition to our emergency communications pathway when standard radio, phone, or cellular devices stop functioning during a catastrophic event. This system will provide a communications redundancy within our communications center.</p> <p>In the event of an internal disaster, widespread catastrophic event, or a human-caused emergency, the use of our standard radios, phone, or satellite communications may no longer function. This system will allow our personnel to utilize the high frequency communications equipment to contact the Sheriff's Department, Emergency Operations Center, State Operations Center, other high frequency communications</p>	

	devices, and the Network Operations Center (outside the area) where a phone patch may be made.
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: Marcia Velasquez, Division Chief – (323) 881-2404 – Marcia.Velasquez@fire.lacounty.gov



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

ANTHONY C. MARRONE
ACTING FIRE CHIEF
FORESTER & FIRE WARDEN

BOARD OF SUPERVISORS

HILDA L. SOLIS
FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

September 13, 2022

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


Approval for CAR

Dear Supervisors:

**APPROVE THE ACCEPTANCE OF GRANT AWARD FROM THE CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal-OES) – HIGH FREQUENCY
COMMUNICATIONS EQUIPMENT PROGRAM AND APPROPRIATION ADJUSTMENT
(ALL DISTRICTS) (4-VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to accept grant award funds from the Cal-OES – High Frequency Communications Equipment Program to acquire a high frequency radio to support emergency communications during a catastrophic failure.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Authorize the Acting Fire Chief, or his designee to accept grant award funds in the amount of \$60,000 to acquire a high frequency radio to support emergency communications during a catastrophic failure in Los Angeles County.
2. Approve an appropriation adjustment in the amount of \$60,000 to increase the Executive Budget Unit's Capital Assets – Equipment appropriation.
3. Approve and delegate authority to the Acting Fire Chief, or his designee, to execute any grant award agreement and all future amendments, extensions, augmentations, and request for reimbursement to meet the conditions of the grant award.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLENDALE
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

4. Find the acceptance of this award is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This funding will assist the District with the purchase of high frequency communications equipment and service. The equipment would provide an important addition to our emergency communications pathway when standard radio, phone, or cellular devices stop functioning. This system will provide communications redundancy within our communications center.

In the event of an internal disaster, widespread catastrophic event, or a human-caused emergency, the use of our standard radios, phone, or satellite communications may no longer function. This system will allow our personnel to utilize the high frequency communications equipment to contact the Sheriff's Department, Emergency Operations Center, State Operations Center, other high frequency communications devices, and the Network Operations Center (outside the area) where a phone patch may be made. This capability is needed to better serve the residents of Los Angeles County through ongoing coordination and response with our regional partners.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the County's Strategic Plan, Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by continually assessing our efficiency and effectiveness, maximizing, and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.

Approval of the recommended appropriation adjustment will increase the Executive Budget Unit's Capital Assets – Equipment appropriation by \$60,000. The purchase cost of the high frequency radio will be one hundred percent covered by the grant.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Cal-OES has provided the District with specific guidelines, reports, and expenditure procedures for the administration and management of the Cal-OES High Frequency Communications Equipment Program. Unless an amendment is approved by Cal-OES the grant performance will end on October 31, 2023.

ENVIRONMENTAL DOCUMENTATION

Acceptance of this grant award does not have a significant effect on the environment and, therefore, is exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

The purchase of the high frequency radio is a commodity purchase under the statutory authority of the County Purchasing Agent. The purchase will be requisitioned through, and accomplished by, the Purchasing Agent in accordance with the County's purchasing policies and procedures.

IMPACT OF CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will support emergency communications during a catastrophic failure.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamped copy of this letter to the following:

Consolidated Fire Protection District of Los Angeles County
Planning Division
Attention: Marcia Velasquez, Chief of Planning
1320 North Eastern Avenue
Los Angeles, CA 90063

The District contact may be reached at (323) 881-2404.

Respectfully submitted,

ANTHONY C. MARRONE, ACTING FIRE CHIEF

ACM:ac

Enclosures

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel
Internal Services Department

MID-YEAR BUDGET ADJUSTMENT
FY 2022-23

7/27/2022

Justification

Cluster
 Type of Change
 Department Impacted
 Program Impacted
 Funding Type
 Type of Adjustment
 Change in Budgeted Positions
 Votes

The adjustment recognizes new grant awarded funds from the California Office of Emergency Services (Cal-OES) to purchase a high frequency radio to support emergency communications during a catastrophic failure. The purchase will be made from Executive budget unit's Capital Assets - Equipment.

Sources (Increase Revenue / Decrease Appropriation)

FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
DA1	FR	40100	40129	FIRE DEPARTMENT - EXECUTIVE BUDGET U	88	8831	STATE-OTHER	60,000
								60,000

Uses (Increase Appropriation / Decrease Revenue)

FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
DA1	FR	40100	40129	FIRE DEPARTMENT - EXECUTIVE BUDGET U		6030	CAPITAL ASSETS - EQUIPMENT	60,000
								60,000

Appropriation	60,000
Intrafund Transfers	-
Revenue	60,000
Net County Cost	-

Explanation of change

Manager, CEO Approval

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/31/2022		
BOARD MEETING DATE	9/13/2022		
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)	FIRE		
SUBJECT	REQUEST TO AUTHORIZE THE ACQUISITION OF TWO RESCUE BOATS		
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:		
DEADLINES/ TIME CONSTRAINTS	None		
COST & FUNDING	Total cost: \$1,825,000	Funding source: The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services. The total estimated cost of the rescue boats is \$1,825,000. The District's Fiscal year 2022-23 Adopted Budget includes sufficient funding in the Vehicle Accumulated Capital Outlay fund for this purchase. There is no impact to net County cost.	
	TERMS (if applicable): N/A		
	Explanation: The District is seeking to acquire two fire rescue boats through the County's Purchasing Agent for the Lifeguard Division.		
PURPOSE OF REQUEST	The new lifeguard fire rescue boats will greatly enhance the District's ability to protect lives, the environment, and property in a safer, more efficient and cost effective manner.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The District's Lifeguard Division has a comprehensive rescue boat maintenance program which keeps its fleet in good operational readiness. Through diligent maintenance and our engine replacement program, the Lifeguard Division has been able to operate its fleet well beyond the expected life of the vessels. However, the rescue boats that are being replaced are now over 30 years old and must be replaced.		
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: Theresa Barrera, Deputy Chief – (323) 881-2426 – Theresa.Barrera@fire.lacounty.gov		



COUNTY OF LOS ANGELES FIRE DEPARTMENT

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ANTHONY C. MARRONE
ACTING FIRE CHIEF
FORESTER & FIRE WARDEN

BOARD OF SUPERVISORS

HILDA L. SOLIS
FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

September 13, 2022

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

Anthony C. Marrone
Approval for CAR

Dear Supervisors:

REQUEST TO AUTHORIZE THE ACQUISITION OF TWO RESCUE BOATS (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval for the acquisition of two fire rescue boats (rescue boats) for the District's Lifeguard Division, at an estimated total cost of \$1,825,000.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Approve the District's request and authorize the Director of the Internal Services Department (ISD) as the County's Purchasing Agent (Purchasing Agent) to proceed with the acquisition of two rescue boats for the District's Lifeguard Division.
2. Find that this purchase is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District's Lifeguard Division has a comprehensive rescue boat maintenance program which keeps its fleet in good operational readiness. Through diligent maintenance and our engine replacement program, the Lifeguard Division has been able to operate its fleet well beyond the expected life of the vessels. However, the rescue boats that are being replaced are now over 30 years old and must be replaced.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLENDALE
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

The District's Lifeguard Division currently has nine operational rescue boats and one reserve rescue boat to cover 72 miles of coastline, mid channel, and Catalina Island. Over the last 30 years, our beach and boating activity has increased substantially, and we now have five 24-hour Rescue Boat operations (Marina del Rey, Redondo King Harbor, Avalon, Isthmus, and the Port of Los Angeles). Due to 24-hour operations, and an increase in responses at the request of the U.S. Coast Guard, we are putting far more hours on our rescue boats than we have during the last several decades. We are a vital link to the marine environment adjacent to the entire Los Angeles County Coastline and Catalina Island.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. I, Strategy 1.2: Enhance Our Delivery of Comprehensive Interventions, by delivering comprehensive and seamless services to those seeking assistance from the County; and Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.

The total estimated cost of the rescue boats is \$1,825,000. The District's Fiscal year 2022-23 Adopted Budget includes sufficient funding in the Vehicle Accumulated Capital Outlay fund for this purchase.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 16, 2001, your Board adopted a policy whereby departments must obtain Board approval to purchase or finance equipment with a unit cost of \$250,000 or greater prior to submitting their requisitions to the Purchasing Agent.

CONTRACTING PROCESS

This is a commodity purchase under the statutory authority of the County's Purchasing Agent. The purchase will be requisitioned through, and accomplished by the Purchasing Agent in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The new lifeguard fire rescue boats will greatly enhance the District's ability to protect lives, the environment, and property in a safer, more efficient and cost effective manner.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer to submit the adopted stamped copy of the letter and attachments to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Zuleyda.Santana@fire.lacounty.gov

Internal Services Department
Purchasing Division
Gerald Plummer, Division Manger
(323) 267-2670
gplummer@isd.lacounty.gov

Respectfully submitted,

ANTHONY C. MARRONE, ACTING FIRE CHIEF

ACM:fb

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Internal Services Department

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/31/2022	
BOARD MEETING DATE	9/13/2022	
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)	FIRE	
SUBJECT	DELEGATE AUTHORITY TO THE ACTING FIRE CHIEF TO ENTER INTO A LICENSE AGREEMENT WITH BELL MEDIA STUDIOS AND OTHER PRODUCTION COMPANIES, FOR FILMING TELEVISION PROGRAMMING FEATURING THE LOS ANGELES COUNTY FIRE DEPARTMENT (All Districts) (3-Votes)	
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:	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: None	Funding source: There is no impact to net County cost. The Producer will reimburse the District all costs associated with any additional staffing necessary while filming.
	TERMS (if applicable): N/A	
	Explanation: The District is seeking approval to to enter into a License Agreement between the District and Bell Media Studios to produce a television programming episode of "The Mightiest" featuring the District and allow the Acting Fire Chief to enter into similar agreements with other media production companies for single episode productions that feature the District.	
PURPOSE OF REQUEST	Approval of this request will authorize the Acting Fire Chief, or his designee, to execute a License Agreement with Bell Media Studios and other media productions companies to film the District's multi-faceted capabilities during wildfires, rescues, and daily operations, and amend such agreement as necessary, subject to review and approval as to form by County Counsel.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The production company, Bell Media Studios (Producer), wishes to observe, record, and document public safety activities to educate the general public on the District's multi-faceted capabilities during wildfires, rescues, and daily operations for a single episode of their production of "The Mightiest."	
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: Theresa Barrera, Deputy Chief – (323) 881-2426 – Theresa.Barrera@fire.lacounty.gov	



COUNTY OF LOS ANGELES FIRE DEPARTMENT

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BOARD OF SUPERVISORS

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FIRST DISTRICT

MARK RIDLEY-THOMAS
SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

ANTHONY C. MARRONE
ACTING FIRE CHIEF
FORESTER & FIRE WARDEN

September 13, 2022

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

Dear Supervisors:

**DELEGATE AUTHORITY TO THE ACTING FIRE CHIEF TO ENTER INTO A LICENSE
AGREEMENT WITH BELL MEDIA STUDIOS AND OTHER PRODUCTION
COMPANIES, FOR FILMING TELEVISION PROGRAMMING FEATURING
THE LOS ANGELES COUNTY FIRE DEPARTMENT
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to authorize the Acting Fire Chief, or his designee, to enter into a License Agreement between the District and Bell Media Studios to produce a television programming episode of "The Mightiest" featuring the District and allow the Acting Fire Chief to enter into similar agreements with other media production companies for single episode productions that feature the District.

**IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE
GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS
ANGELES COUNTY AND THE BOARD OF SUPERVISORS:**

1. Authorize the Acting Fire Chief, or his designee, to execute a License Agreement, in substantially similar form as Attachment A, with Bell Media Studios effective when fully executed by both parties.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

2. Authorize the Acting Fire Chief, or his designee, to execute future amendments to the License Agreement, as approved as to form by County Counsel.
3. Authorize the Acting Fire Chief, or his designee, to enter into similar agreements and execute amendments for future productions with other media production companies for single episode productions that feature the District, as approved as to form by County Counsel.
4. Find that this agreement is exempt from the provision of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The production company, Bell Media Studios (Producer), wishes to observe, record, and document public safety activities to educate the general public on the District's multi-faceted capabilities during wildfires, rescues, and daily operations for a single episode of their production of "The Mightiest."

The Producer will provide the District copies of all filmed material "rough-cut" so authorities can review the show for any safety, security and privacy concerns before the show airs. The Producer, however, retains editorial control. The Producers will be required to obtain authorization as required by State and federal privacy laws on behalf of the County of Los Angeles (County) and will indemnify the County for any potential litigation.

The District reserves the right to halt production at any time in the event any public safety concerns arise.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Goal No I, Strategy I.2: Enhance Our Delivery of Comprehensive Interventions, I.2.6 Women and Girls' Initiative, by airing the everyday work life of firefighting, introducing a firefighting career to women and minorities throughout Los Angeles County and Goal No. III, Strategy III.1: Continually Pursue Development of Our Workforce.

FISCAL IMPACT/FINANCING

There is no impact to net County cost. The Producer will reimburse the District all costs associated with any additional staffing necessary while filming.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The License Agreement provides that only the Producer will have editorial control of the content. If the District raises concerns regarding the filmed content and requests a modification, the Producer will work collaboratively with the District to resolve the objections.

The County cannot take measures to stop the public exhibition of any content. Producer has agreed to indemnify the County for any resulting litigation over the content.

Approval of this request will authorize the Acting Fire Chief, or his designee, to execute a License Agreement with Bell Media Studios and other media productions companies to film the District's multi-faceted capabilities during wildfires, rescues, and daily operations, and amend such agreement as necessary, subject to review and approval as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This agreement will not have a significant effect on the environment; therefore, it is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Filming authorized under the License Agreement will not negatively impact the delivery of fire protection.

CONCLUSION

Upon conclusion of the public hearing and approval by your Honorable Board, please instruct the Executive Officer to return two adopted stamped copies of this letter to:

Consolidated Fire Protection District of Los Angeles County
Executive Office – Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063

The District contact may be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, ACTING FIRE CHIEF

ACM:zs

Enclosures

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

SAMPLE LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into on _____, 2022 (the "Effective Date") by and between the Los Angeles County Fire Department and the Consolidated Fire Protection District of Los Angeles County (collectively, "LICENSOR"), having its address at 1320 No. Eastern Ave. Los Angeles, 90063, and Bell Media Studios ("PRODUCER") having an address at _____.

WHEREAS, LICENSOR is an agency or corporation operating within the County of Los Angeles in the State of California; and

WHEREAS, PRODUCER is located at _____, which will film and produce the television Project known as "The Mightiest" (working title) ("Show"); and

WHEREAS, PRODUCER desires to film/tape activities of LICENSOR ("Filming"), and its personnel at LICENSOR's locations concerning the capability of the LICENSOR's firefighting aviation operation ("Aviation Operation"); and

WHEREAS, LICENSOR, with the Board of Supervisors' approval, has the power and authority to grant to PRODUCER the right, privilege and license described in this License Agreement, including the rights to use its logos, trademarks and insignia's (collectively, "Insignias") as well as the right to grant access to the Property for Filming the Show (collectively referred to as "Rights"); and

WHEREAS, LICENSOR shall allow PRODUCER the right to use mutually agreeable pre-existing footage, photos and other materials that may be supplied to PRODUCER by LICENSOR ("Pre-Existing Materials"), in addition to newly recorded footage in the Show, including without limitation, all physical embodiments of filming, recording and photography ("Filmed Materials") (collectively referred to as "Materials"); and

WHEREAS, the intent of this Agreement is for LICENSOR to provide access to PRODUCER as necessary for PRODUCER to observe, record and document the public safety activities of LICENSOR for dissemination to the public, and neither party to this Agreement intends for PRODUCER to assume any control or responsibility over LICENSOR's public safety duties and responsibilities;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties hereto mutually agree as follows:

1. LICENSE GRANT.

- a. LICENSOR hereby grants PRODUCER permission to enter upon and use the property at _____, CA. ("Property") for _____ day(s) on _____ or as scheduled to a mutually convenient later date, if necessary and subject to paragraph 2 below, and the contents thereof and the appurtenances thereto, including but not limited to its offices, business, premises, and operations and activities of LICENSOR'S personnel except private spaces such as private offices, dormitories, locker rooms, or where

SAMPLE LICENSE AGREEMENT - ATTACHMENT A

there is an expectation of privacy, for the purpose of photographing and recording the Property and LICENSOR's employees and to incorporate such footage, recordings and any other footage ("Filmed Materials") that may be given to it by LICENSOR for the Show, and for television programming, marketing, advertising and/or publicity related to the Show. PRODUCER agrees that it shall be responsible for obtaining permission to film on private property. For LICENSOR private administrative spaces, PRODUCER shall make reasonable efforts to obtain 24-hour advance approval (unless otherwise agreed) from LICENSOR to enter such spaces and shall obtain written consent of employees who may be filmed by PRODUCER. PRODUCER shall not unduly interrupt business or operational needs of LICENSOR.

- b. LICENSOR hereby grants to PRODUCER all right of every kind in and to the Filmed Materials, to distribute, to reproduce, and to publicly disseminate the Filmed Materials, in the Show, as well as any derivative work, and/or in connection with the exploitation of any ancillary rights thereof, including the public distribution and exhibition of the Show in all media now known or hereinafter invented, without limitation, including advertising, publicity, marketing, and promotion, commercial tie-ins and product integration. However, the Filmed Materials will remain with PRODUCER only and will not be sold, licensed or transferred, except to the extent necessary to affect the distribution, exhibition, broadcast, advertising, promotion, or other exploitation of the Show. The terms of this Agreement shall be binding on the Filmed Material and survive the aforementioned sale, license and transfer of the Filmed Materials. Any merchandise related to the Show, including without limitation, merchandise that uses the County of Los Angeles' logos and/or the Los Angeles County Fire Department's insignia, shall be subject to LICENSOR's prior written approval and may be subject to negotiation and new agreement between LICENSOR AND PRODUCER.
- c. PRODUCER may during the Term (as defined below) enter upon, occupy and use LICENSOR's Property and appurtenances for purposes of filming, taping, photographing and/or recording scenes for use in connection with the Show and related activities, and to place and remove all necessary facilities and equipment in and on LICENSOR'S properties and vehicles, so long as such Filming and placement of facilities and equipment does not negatively impact LICENSOR's operations nor enter into private spaces without advance approval, per paragraph 1.a. PRODUCER agrees to remove all such facilities and equipment after completion of Filming and to leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted.
- d. PRODUCER'S rights shall include the right to have access to all elements of LICENSOR'S business, subject to paragraph 1.a. above, as well as Filming its activities, Offices, Insignias and Locations for purposes connected with the content. Such rights shall also include the public distribution and exhibition of the Show produced and any Materials included therein (based on the rights and limitations indicated above). PRODUCER may photograph, tape, and/or record any signs located on the LICENSOR's Property and Insignias in connection with or as a part of the Show and include same as part of any Show unless otherwise agreed. PRODUCER shall be responsible for such costs directly associated with the use of the Property including benefits and overtime rates of pay. For Show only, LICENSOR will designate one or more employees to accompany PRODUCER and serve as an advisor regarding fire safety/security and scheduling at all times while in production. PRODUCER shall reimburse LICENSOR, or its designee, the agreed upon hourly sum of \$TBD per hour. This hourly rate is subject to change annually based upon the Los Angeles County Auditor-Controller's approved

SAMPLE LICENSE AGREEMENT - ATTACHMENT A

rates. Such designee shall be at a minimum a Supervising Fire Fighting Construction Equipment Operator level person to be designated by LICENSOR in writing (email shall be deemed sufficient). LICENSOR and PRODUCER will work collaboratively to ensure that the LICENSOR is fully reimbursed its costs. To the extent possible, PRODUCER will be notified by LICENSOR of the approximate staff requirements and related costs prior to such costs being incurred. Once such costs are incurred by LICENSOR, LICENSOR will invoice PRODUCER and PRODUCER agrees to reimburse LICENSOR within thirty (30) days of the receipt and approval of such aforementioned invoice.

- e. PRODUCER shall be sole owner of all right, title and interest in and to the Show and/or Filmed Materials made hereunder. LICENSOR shall acquire no ownership rights to the Show by virtue of this Agreement or otherwise, and acknowledges that PRODUCER owns all right thereto without limitation including the copyright thereto. LICENSOR shall not, during the term of this Agreement or thereafter, directly or indirectly, contest or aid others in contesting PRODUCER's ownership of the Show and/filmed materials, nor do anything which impairs PRODUCER's ownership of same or their uses by PRODUCER or any licensee, distributor, or other third party distributing, exhibiting, advertising, promoting, or otherwise exploiting the Show, subject to paragraph 1.b. LICENSOR further acknowledges that PRODUCER shall have discretion to determine the content of the Show.
- f. PRODUCER does grant to LICENSOR, a license to use, to distribute, to reproduce, and to disseminate any portion of the Filmed Materials, as contained in the Show, as well as any derivative work that includes the Filmed Materials, for LICENSOR's internal governmental purposes only (and not commercial purposes), in perpetuity, including for use in internal briefings and for internal historical and training purposes. PRODUCER agrees to provide LICENSOR with digital copies of the Filmed Materials and Show, in a format mutually agreeable to both parties.
- g. Notwithstanding PRODUCER'S rights to enter LICENSOR'S Property for the purposes set forth in this agreement, LICENSOR may cancel, terminate, or otherwise deny PRODUCER'S right to enter or remain on LICENSOR'S Property if LICENSOR determines, in its sole discretion, that such action is necessary to further the safety of PRODUCER, LICENSOR's employees and contractors, members of the public, and/or to further public safety needs. PRODUCER acknowledges that it is Filming LICENSOR in its normal working activities, and is not to interfere therewith. PRODUCER agrees not to film or publish and Licensor may further restrict, revoke or otherwise limit access under the following circumstances:
 - i. An active crime or treatment scene not accessible by the public;
 - ii. Where filming may jeopardize the safety or medical treatment of witnesses and members of the public;
 - iii. The disclosure of confidential information;
 - iv. Where filming will violate the privacy rights of those receiving medical treatment by LICENSOR and;
 - v. Where filming may violate the privacy rights of LICENSOR'S employees or members of the public whose explicit permission for filming was not given.

2. PRODUCTION SCHEDULE.

It is anticipated PRODUCER may create a casting tape, presentation production in connection with the Show, subject to production schedule(s), the date on which PRODUCER has access to the Property and LICENSOR's employees to be mutually agreed upon in writing by the parties.

If, because of illness or unavailability, weather conditions, defective equipment, or any occurrence beyond PRODUCER's control, including without limitation an event of force majeure, PRODUCER is unable to proceed with the filming of the Project at any time during the mutually agreed production schedule(s), PRODUCER shall have the limited right to extend the production schedule(s) equal to the amount of time production was delayed.

3. EDITORIAL CONTROL.

PRODUCER maintains editorial control over the Show, including discretion to determine the content of the Show, the use of all Filmed Materials, and other production materials generated by PRODUCER in the course of the Shows, including any outtakes. PRODUCER shall provide LICENSOR footage ("Footage") that PRODUCER intends to use for broadcast in the Show (i.e. at the rough-cut stage) for LICENSOR review and comment. If LICENSOR identifies Footage within the Show that involves an issue of operational, or employee safety and/or security, violations of policy, legal or medical standards, or that would portray LICENSOR and/or LICENSOR's employees in a manner that is defamatory LICENSOR, may request modification to the identified content. LICENSOR shall give PRODUCER its written comments within a reasonable period of time but not later than five (5) business days after the date of receipt of the Footage. PRODUCER will consider in good faith all other LICENSOR comments pertaining to the Footage. In the event LICENSOR reviews footage and objects to any particular coverage relating to the operational or employee safety and/or security, or that would portray LICENSOR and/or LICENSOR's employees in a manner that is defamatory, PRODUCER will discuss with LICENSOR and use good faith efforts to resolve any such objection consistent with the production and broadcast schedule, and modify identified content prior to public exhibition of the Footage, Filmed Materials, and/or Show. LICENSOR's right to review Footage, as more fully set forth in the immediately preceding paragraph, shall continue to be effective beyond the expiration date or termination date of this Agreement with regard to any Footage not previously reviewed by LICENSOR during the term of this Agreement, but which is proposed by PRODUCER to be included in any future production of the Show including, but not limited to, any "best of" or "outtakes" production features. Notwithstanding anything in this paragraph 3, PRODUCER has no obligation to include the Filmed Materials in the Show or use the Filmed Materials in any way.

Notwithstanding anything to the contrary herein, PRODUCER shall use the Footage, New Materials, and/or Show in a manner that is not illegal, derogatory, offensive, or in a manner which disparages, defames, harms or negatively impacts LICENSOR's reputation or image or exposes LICENSOR to civil or criminal liability. PRODUCER further hereby acknowledges that the Show shall not contain any confidential, non-public investigatory, disciplinary, procedural and/or operational information concerning LICENSOR (or its Departments or Employees) or the medical treatment of a member of the public without his or her authorized written consent.

4. INDEMNIFICATION.

SAMPLE LICENSE AGREEMENT - ATTACHMENT A

PRODUCER shall defend, indemnify and hold harmless, LICENSOR, the County of Los Angeles, and their directors, officers, and employees (collectively, "Indemnified Parties") from any and all loss, costs, damage, liability and expenses, with respect to: (i) any uncured breach by PRODUCER of this Agreement; (ii) any death, injury or property damage or loss suffered by the Indemnified Parties arising out of PRODUCER's and their agent's negligent, reckless, or intentional actions; (iii) any damage or loss to LICENSOR's Property directly arising out of PRODUCER's and their agent's negligent, reckless, or intentional actions (reasonable wear and tear excepted); and (iv) any claims or lawsuits resulting from PRODUCER's failure to receive written consent for use of footage of specific members of the public or of LICENSOR's employees.

5. INSURANCE

PRODUCER shall maintain its own insurance policies including but not limited to commercial general liability, professional liability, errors & omissions, workers compensation coverage for their respective employees and any other insurance as required by their respective professions/ industries.

PRODUCER shall place in force prior to production of any program policies of commercial liability insurance which shall contain coverage limits not less than those stated below:

a. Commercial General Liability Insurance with a combined single limit of liability of not less than:

General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal Injury Each Person Limit	\$1,000,000
Advertising Injury Each Person Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

b. Professional Liability Insurance with minimum limits of \$1,000,000 per each claim and \$3,000,000 aggregate.

c. Commercial Automobile Insurance with a combined single limit of not less than \$1,000,000 each person and \$ 1,000,000 each occurrence.

d. Commercial Umbrella Insurance providing excess liability over primary coverage of Employer's Liability, Commercial General Liability, Professional Liability and Commercial Automobile Liability in limits of not less than \$1,000,000 Each Occurrence and \$1,000,000 Aggregate.

Each insurance policy shall include the following conditions by endorsement to the policy:

e. Forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to LICENSOR by certified mail to: NAME/ADDRESS or to such other address as LICENSOR may designate in writing.

f. LICENSOR shall be endorsed on all required policies, exclusive of professional liability insurance, as an additional named insured.

g. Companies issuing insurance policy or policies shall have no recourse against LICENSOR for the

payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of PRODUCER.

Further, PRODUCER shall maintain workers compensation insurance coverage on its employees as required by California law. If the PRODUCER utilizes any LICENSOR Employee in connection with any aspect of the Show while the LICENSOR Employee is off-duty, PRODUCER shall provide workers' compensation coverage for such off-duty work performed for the PRODUCER.

6. CREDITS.

Each episode of the Show in which LICENSOR's employees appear, with their written consent, shall include (1) screen credit acknowledging cooperation from the LICENSOR, the form and appearance of which shall be pre-agreed upon by parties in good faith and subject to the approval of the network.

7. TERM OF THE AGREEMENT.

This Agreement shall commence upon the date of execution hereof and shall remain in effect for one (1) year from mutual execution of this Agreement ("Term").

8. TERMINATION.

Either party shall have the right to terminate this Agreement by giving fifteen (15) days prior written notice. The termination, cancellation, revocation, or voiding of this Agreement shall not affect PRODUCER'S ownership and/or rights with respect to any Film Materials as stated in this Agreement.

9. RELEASES.

PRODUCER shall be responsible for obtaining all necessary consents including the written consent of LICENSOR employees featured in the Show, and LICENSOR expressly authorizes PRODUCER to obtain releases from its employees at PRODUCER's discretion. PRODUCER understands and agrees that the authorization given by LICENSOR in this Paragraph shall not be interpreted as a requirement that any LICENSOR employee give their consent. It is the sole responsibility of the PRODUCER to obtain any releases from any member of the public it has filmed during the course of its filming. Such releases shall also include language which releases the County of Los Angeles, its directors, officers and employees. PRODUCER agrees its employees or agents participating in the Filming shall sign the LICENSOR'S waivers and/or releases prior to Filming activities on the Property.

10. CONFIDENTIALITY.

To the extent permitted by law, LICENSOR shall make best effort to keep in the strictest confidence and shall not disclose to any third party at any time (i.e., prior to, during, or after the taping or exhibition of any episode of the Show) any information or materials of

any kind, including without limitation, any information or materials concerning or relating to PRODUCER, or any other person or entity involved in any manner with the Show or concerning or relating to the Show, including, without limitation, any information concerning or relating to the Show, the locations, the events contained in the Show or the outcome of any episode of the Show or business of PRODUCER that LICENSOR reads, hears, or otherwise acquires or learns in connection with this Agreement or otherwise (collectively, the "Information and Materials"). LICENSOR acknowledges and agrees that the Information and Materials are confidential and the exclusive property of PRODUCER, its affiliates, licensees, successors, and assigns.

11. NO WAIVER.

None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed to be a continuing waiver or a modification thereof.

12. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California in all respects, including jurisdiction and venue, and enforced in the courts of the State of California.

13. COMPLIANCE WITH LAWS; PRIVACY.

LICENSOR and PRODUCER shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are applicable to any work performed under this agreement.

14. ASSUMPTION OF THE RISK.

PRODUCER acknowledges that the work of LICENSOR has inherent danger. PRODUCER hereby assumes all risk in connection with the Filming activities and grant of license hereto, excluding gross negligence or willful misconduct of LICENSOR.

15. RESERVATION OF RIGHTS

All rights not expressly granted herein are reserved by LICENSOR.

(Signatures on following page.)

SAMPLE LICENSE AGREEMENT - ATTACHMENT A

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be duly executed below as of the day and year first above written.

PRODUCER:

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

LICENSOR:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

DAWYN HARRISON
Acting County Counsel

By: _____
Jenny Tam
Senior Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/31/2022	
BOARD MEETING DATE	9/13/2022	
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)	FIRE	
SUBJECT	REQUEST TO AUTHORIZE THE ACQUISITION OF 24 PARAMEDIC SQUAD VEHICLES (ALL DISTRICTS) (3-VOTES)	
PROGRAM	N/A	
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:	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: \$6 million	Funding source: The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services. The District's Vehicle Accumulated Capital Outlay (ACO) Fund was established to support ongoing vehicle replacement efforts and has a Fiscal Year 2022-23 Adopted Budget of \$16.3 million. There is sufficient funding in the Vehicle ACO Fund to cover the \$6.0 million estimated cost of 24 paramedic squad vehicles. There is no impact to net County cost.
	TERMS (if applicable): N/A	
	Explanation: The District is seeking approval to acquire 24 paramedic squad vehicles at an estimated total cos of \$6 million to enhance its emergency vehicle fleet.	
PURPOSE OF REQUEST	These paramedic squad vehicles will greatly enhance the District's ability to protect lives, the environment and property in a safe, more efficient, and more cost-effective manner. Additionally, the paramedic squad vehicles will be updated to meet National Fire Protection Association requirements and South Coast Air Quality Management District standards.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The District has a 10-year replacement plan for its fleet of paramedic squad vehicles, which consists of seven years of front-line service and three years of reserve service. Paramedic squad vehicles provide emergency medical response services and structural fire response. Acquiring these squad vehicles will fill our current paramedic squad vehicle gap and allow the District to catch up with our the current apparatus replacement schedule.	

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: Theresa Barrera, Deputy Chief – (323) 881-2426 – Theresa.Barrera@fire.lacounty.gov



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2426
www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

BOARD OF SUPERVISORS

HILDA L. SOLIS
FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

ANTHONY C. MARRONE
ACTING FIRE CHIEF
FORESTER & FIRE WARDEN

September 13, 2022

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

Dear Supervisors:

REQUEST TO AUTHORIZE THE ACQUISITION OF 24 PARAMEDIC SQUAD VEHICLES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval for the acquisition of 24 paramedic squad vehicles at an approximate cost of \$250,000 each, including taxes, to a total estimated cost of \$6 million.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Approve the District's request and authorize the Internal Services Department (ISD), as the County's Purchasing Agent, to proceed with the solicitation and acquisition of 24 paramedic squad vehicles at an estimated total cost of \$6 million.
2. Find that these purchases are exempt from the provision of the California Environmental Quality Act (CEQA).

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District has a 10-year replacement plan for its fleet of paramedic squad vehicles, which consists of seven years of front-line service and three years of reserve service. Paramedic squad vehicles provide emergency medical response services and structural fire response. Acquiring these squad vehicles will fill our current paramedic squad vehicle gap and allow the District to catch up with our the current apparatus replacement schedule.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. I, Strategy 1.2: Enhance Our Delivery of Comprehensive Interventions, by delivering comprehensive and seamless services to those seeking assistance from the County; and Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.

The District's Vehicle Accumulated Capital Outlay (ACO) Fund was established to support ongoing vehicle replacement efforts and has a Fiscal Year 2022-23 Adopted Budget of \$16.3 million. There is sufficient funding in the Vehicle ACO Fund to cover the \$6.0 million estimated cost of 24 paramedic squad vehicles.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The paramedic squad vehicles will be significantly more efficient, effective, and updated to meet National Fire Protection Association requirements and South Coast Air Quality Management District standards.

On October 16, 2001, the Board adopted a policy whereby departments must obtain Board approval to purchase or finance equipment with a unit cost of \$250,000 or greater prior to submitting their requisitions to the County's Purchasing Agent.

ENVIRONMENTAL DOCUMENTATION

The acquisition of these paramedic squad vehicles are exempt from the CEQA as it will not result in a direct or reasonable foreseeable impact on the environment in accordance with Section 15061(b)(3) of the State of California CEQA guidelines.

CONTRACTING PROCESS

This is a commodity purchase under the statutory authority of the County's Purchasing Agent. The purchase will be requisitioned through, and accomplished by the County's Purchasing Agent in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These paramedic squad vehicles will greatly enhance the District's ability to protect lives, the environment and property in a safe, more efficient, and more cost-effective manner.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
323-881-6173
Zuleyda.Santana@fire.lacounty.gov

Internal Services Department Purchasing & Contracts Service
Attention: Gerald Plummer, Division Manager
1100 North Eastern Avenue, Suite 102
Los Angeles, CA 90063
GPlummer@isd.lacounty.gov

Respectfully submitted,

ANTHONY C. MARRONE, ACTING FIRE CHIEF

ACM:zs

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel
Internal Services Department

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/31/2022		
BOARD MEETING DATE	9/13/2022		
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 Medical Examiner-Coroner (DME-C)		
SUBJECT	DME-C requests approval to enter into a Participation Agreement with the Los Angeles Network for Enhanced Services (LANES) Health Information Organization (HIO) and to execute the LANES Data Exchange Participation Agreement to electronically exchange health information with providers of health care services in Los Angeles County (LAC) to improve the process of its death investigations.		
PROGRAM	Los Angeles Network for Enhanced Services (LANES) Health Information Organization (HIO)		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Only one network and one vendor to act as fiscal intermediary for this participation agreement		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost:	Funding source:	
	\$ 20,000	DME-C Operating Budget	
	TERMS (if applicable): The initial participation fee of \$20,000 is for two-years from the effective date. This will be paid through DMEC's 2022-23 Operating Budget.		
	Explanation: Approval of the Board Letter recommendations will authorize the Chief Medical Examiner-Coroner or designee to enter into a participation agreement with the LANES HIO to access decedent health records.		
PURPOSE OF REQUEST	Approval of the recommended actions will allow DME-C to enter into a Participation Agreement with the LANES for secure access to LAC resident health records.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The recommended action will enable DME-C to participate in the LANES HIO to facilitate access to, and retrieval of, clinical data from health care providers in LAC who may have provided treatment services to decedents whose investigations are under the DME-C statutory and jurisdictional authority.		
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: <ul style="list-style-type: none"> Dr. Lucas, Chief Medical Examiner-Coroner, (323) 343-0521, jlucas@coroner.lacounty.gov Wendy Myring, Admin Deputy, (323) 343-0784, WMyring@coroner.lacounty.gov 		

	<ul style="list-style-type: none">Darwin Sypinero, IT Manager, 323-343-0707, dsypinero@coroner.lacounty.gov
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COUNTY OF LOS ANGELES

DEPARTMENT OF MEDICAL EXAMINER-CORONER

1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



Jonathan R. Lucas, M.D.
Chief Medical Examiner-Coroner

September 13, 2022

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

Dear Supervisors:

**REQUEST TO AUTHORIZE THE DEPARTMENT OF MEDICAL EXAMINER-CORONER TO EXECUTE THE LOS ANGELES NETWORK FOR ENHANCED SERVICES DATA EXCHANGE PARTICIPATION AGREEMENT
(ALL DISTRICTS AFFECTED)
(3 VOTES)**

SUBJECT

Authorization for the Department of Medical Examiner-Coroner (DME-C) to participate in the Los Angeles Network for Enhanced Services (LANES) Health Information Organization (HIO) and to execute the Los Angeles Network for Enhanced Services, Data Exchange Participation Agreement (Participation Agreement) to electronically exchange health information with providers of health care services in Los Angeles County (LAC) to improve the processes of its death investigations.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Department of Medical Examiner-Coroner (DME-C) to participate in the Los Angeles Network for Enhanced Services (LANES), Health Information Organization (HIO), in order to facilitate and provide access to electronic medical records and clinical data for use in death investigations conducted under its jurisdiction.
2. Delegate authority to the Chief Medical Examiner-Coroner, or designee, to execute the LANES HIO Participation Agreement, substantially similar to Attachment I, with an initial term of two (2) years and automatic renewal for successive one (1) year terms, with approval by County Counsel, and 30 days prior notification to the Board. The Participation Agreement is effective upon

Accreditations:

National Association of Medical Examiners (Provisional)
California Medical Association-Continuing Medical Education
Accreditation Council for Graduate Medical Education

ANAB ISO/IEC 17025:2017 Forensic Science Testing Laboratories
Peace Officer Standards and Training Certified

Law and Science Serving the Community

execution by the parties and remains effective for the term of the agreement until terminated by either party.

3. Delegate to the Chief Medical Examiner-Coroner, or his designee, the authority to execute amendments to, or to terminate, the Participation Agreement, provided that: 1) any such amendment is necessary to improve operational efficiencies and/or provides for greater privacy and/or security protections and/or is necessary to meet DME-C's operational needs; or is required to comply with new or revised legal requirements; or is necessary to effectuate the purpose of the LANES HIO; 2) approval of County Counsel, or her designee, is obtained prior to execution of any such amendment; and 3) the Chief Medical Examiner-Coroner notifies the Board and the Chief Executive Officer of Participation Agreement changes in writing 30 days prior to execution of any such amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Recommendation 1 will enable DME-C to participate in the LANES HIO in order to obtain health and clinical information concerning decedents whose deaths are being investigated under its statutory and jurisdictional authority. The LANES HIO improves the facilitation of access to, and retrieval of, clinical data by and amongst health care providers in LAC who may have provided treatment services to decedents, and which will reduce the time needed to conduct a death investigation. The information will also assist the DME-C in making decisions on whether a death investigation is needed, in establishing identifications, and in locating next of kin.

Recommendation 2 will authorize the Chief Medical Examiner-Coroner, or his designee, to execute the Participation Agreement, and any amendments thereto, which sets forth the conditions by which information in the HIO may be accessed, including mandates relative to various privacy and security standards necessary to comply with State and federal law. Execution of the Participation Agreement by DME-C is required for it to connect to the HIO. The initial term of the Participation Agreement is two (2) years and is renewed automatically for successive one (1) year terms. The Participation Agreement can be terminated by either of the parties for any reason with proper notice.

Recommendation 3 will also provide authority to execute amendments to the Participation Agreement so that timely modifications can be made to the Participating Agreement, as experience with the HIO matures, and/or new information requirements or standards are imposed.

LANES is a collaborative of health care providers and other organizations from both the public and private sector, including the County, seeking to improve health care delivery in LAC, primarily through electronic Health Information Exchange (HIE). The vision of LANES is to provide an integrated, secure and forward-looking management system that will facilitate the provision of legally permissible and timely, patient-centered and

high-quality health care across the continuum of services, and the continuous quality improvement of healthcare and public health processes and outcomes. HIE capacity and capability is fundamental to achieve this vision.

LANES will remain as a collaborative of public and private providers, including the County. As a collaborative, LANES acts through Public Health Foundation Enterprises, Inc. (PHFE) as its fiscal intermediary. PHFE will execute the Participation Agreement on behalf of LANES, and LANES, PHFE, and the LANES' HIO technology vendor, will each execute required Health Insurance Portability and Accountability Act (HIPAA) business associate agreements to ensure that the information shared has adequate privacy and security safeguards.

On March 19, 2013, the Board authorized the Departments of Health Services, Mental Health, Public Health, Sheriff, and Probation, to participate in similar LANES Participation Agreements, and delegated similar authority to the Directors of those Departments to execute necessary amendments to those Participation Agreements, based on the same conditions as requested herein.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support Goal III, Realize Tomorrow's Government Today, Strategy III.2, Embrace Digital Government for the Benefit of our Internal Customers and Communities, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The annual participation fee of \$20,000 is for two-years from the effective date of the Participation Agreement. This will be paid through DME-C's 2022-23 Operating Budget. No additional Net County Cost is required. Thereafter, the participation fee is subject to re-negotiation and will be funded by the DME-C's Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Health Information Technology for Economic and Clinical Health Act (HITECH) provides a strong foundation for developing HIE relationships and business models. Together with HIPAA, these provisions reflect a balance between protecting the privacy of individuals' Protected Health Information (PHI) and assuring that such health information is readily available to health care providers to care for their patients.

The Participation Agreement provides assurances that the participants will only access health information for the purposes described in the agreement. The LANES Participation Agreement allows access to patient information in order to investigate deaths that come within the jurisdictional responsibilities of the DME-C. Authorization from the decedent's estate representative is not required because the use and disclosure of health information

through the HIO is for a permitted use under the California Medical Information Act and HIPAA.

The Participation Agreement establishes the obligations, permitted, and required uses and disclosures of PHI, and defines the privacy and security requirements for each of the participants. The LANES Participation Agreement requires participants to:

- Establish appropriate safeguards to prevent wrongful uses or disclosures of PHI.
- Report to the LANES Board any known uses or disclosures not provided for in the Participation Agreement.
- Ensure that any agents, including subcontractors, who have access to the data, agree to the same restrictions and conditions that apply to the participant.
- Ensure that workforce members who access the HIO are trained and sign a confidentiality statement that includes, at minimum, general use, security safeguards, acceptable use, and policies.

The LANES Participation Agreement includes the following security provisions:

- Requires participants to implement administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of the electronic patient information that it creates, receives, maintains, or transmits.
- Defines security controls that satisfy all applicable federal and State regulations and standards.
- Provides for audit and accountability capabilities that will be present to record activity related to access, creation, modification, and deletion of HIO data.
- All data stored and transmitted will be secured (e.g., encryption).

The LANES Participation Agreement has been reviewed and approved by County Counsel as to form and contains those required provisions necessary to comply with State and federal law, including HIPAA. Similar to the participation agreements with the other County Departments, the Participation Agreement does not include standard County terms and conditions and provides for mutual indemnification by the parties. The Participation Agreement is effective upon execution by the parties and remains effective unless terminated by either party upon 45 days written notice.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action will benefit the County in its efforts to facilitate legally permissible data collection in the LAC region in the conduct of DME-C's death investigations.

When approved, the Executive Office, Board of Supervisors is requested to return one signed copy of the approved Board Letter to the Department.

Respectfully submitted,

Jonathan R. Lucas, M.D.
Chief Medical Examiner-Coroner

LOS ANGELES NETWORK FOR ENHANCED SERVICES

**Electronic Health Information Data Exchange
Participation Agreement**

PARTICIPATION AGREEMENT

BY AND BETWEEN

**THE LOS ANGELES NETWORK FOR ENHANCED SERVICES
("LANES")**

AND

**THE LOS ANGELES COUNTY DEPARTMENT OF MEDICAL EXAMINER-CORONER
("PARTICIPANT")**

FOR

**ELECTRONIC HEALTH INFORMATION DATA EXCHANGE
PARTICIPATION AGREEMENT**

ELECTRONIC HEALTH INFORMATION DATA
EXCHANGE PARTICIPATION AGREEMENT

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[** To be updated when Agreement finalized. **]

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LANES
ELECTRONIC HEALTH INFORMATION
DATA EXCHANGE PARTICIPATION AGREEMENT

This Electronic Health Information Data Exchange Participation Agreement ("Agreement") is made and entered into as of _____, 20____ (the "Effective Date"); by and between **Los Angeles Network for Enhanced Services**, a California Non-Profit Corporation (hereinafter referred to as "LANES") with its principal place of business located at 1055 W. 7th Street, 33rd Floor, Los Angeles, CA 90017 and **LOS ANGELES COUNTY DEPARTMENT OF MEDICAL EXAMINER-CORONER** (hereinafter referred to as "PARTICIPANT") with its principal place of business located at 1104 N. Mission Road, Los Angeles, California 90033 (collectively referred to as "Parties" and independently as "Party").

RECITALS

- A. LANES is a collaborative organization representing a number of stakeholders seeking to improve health care delivery in Los Angeles County, California. LANES is a Health Information Exchange ("HIE"). The LANES HIE is organized and operated for the purpose of facilitating the secure and appropriate sharing of electronic medical records and clinical data among health care providers and other health care organizations including health care payors, in Los Angeles County, in an atmosphere of transparency, cooperation, and mutual trust. Such shared data may be used for treatment; care; care management; care coordination; health care operations; population health; and data analytics and data aggregation services; and other activities, as otherwise reasonably determined by the LANES Board, so long as such other activities are consistent with the foregoing described uses and comply with HIPAA.
- B. LANES provides or arranges for data transmission and related services so that the participating entities may submit, search, and exchange their patient's medical information in a centralized computer system. LANES' services include establishing and applying standards for such exchange of medical information. In the performance of such services, LANES has access to and/or is responsible for maintaining the medical information exchanged. In that capacity, LANES is a Business Associate of the covered-entity participants; and
- C. PARTICIPANT wishes to participate in the LANES HIE, in accordance with the terms and conditions of this Agreement, to transmit, search and access its patients' medical information, in order to enhance patient care and to reduce duplication of services.
- D. Public Health Foundation Enterprises DBA Heluna Health ("Heluna Health") acts as a fiscal intermediary under a separate agreement with LANES and is a third-party beneficiary to this Agreement.

NOW THEREFORE, IN CONSIDERATION of the covenants, conditions, and obligations herein contained, and for other valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, LANES and PARTICIPANT mutually agree as follows:

I. APPLICABLE DOCUMENTS

Exhibits A, B, C, D and E are attached to, hereby incorporated in, and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or description of any task, or responsibility between the base agreement and the Exhibits, or between the Exhibits, such conflict or inconsistency shall be resolved in a manner that advances the purpose and intent of the base agreement. The Exhibits to this Agreement are as follows:

1. Exhibit A (Participation Fees), which sets forth the fees and other amounts that PARTICIPANT shall pay to LANES in exchange for participation in the Program(s).
2. Exhibit B (Business Associate Agreement), which sets forth the terms and conditions upon which LANES may Access, Use, or Disclose Patient Information, as the Business Associate of PARTICIPANT.
3. Exhibit C (LANES Privacy and Security Policies), which sets forth a summary of the General Privacy and Security Safeguards and Controls with which LANES and PARTICIPANT shall comply.
4. Exhibit D (Privacy and Security Checklist), which sets forth a checklist of Data Privacy and Security Provisions the parties shall comply with.
5. Exhibit E (Summary of Base Services Provided by LANES), attached hereto, which sets forth a summary of the base services and data elements to be transmitted by PARTICIPANT and available for Access and Use by PARTICIPANT.

II. DEFINITIONS

The meaning of the terms used in this Agreement shall be consistent with the defined terms set forth in this Section II (Definitions) and are capitalized throughout this Agreement. If a term is not defined in this Section II, it shall have the same meaning given to the term in the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), or their implementing regulations.

1. **"Access"** means the ability or the means necessary to view and read and use Patient Information by an Authorized User. Access includes the transfer of Patient Information from one Authorized User's electronic device to another Authorized User's electronic device through the System.

2. **"Applicable Law"** means: (i) for the Participants that are not Federal Participants, all applicable Federal and state statutes and regulations, standards and policy requirements.
3. **"Authorization"** means the process used to determine whether a particular individual has the right to Access information through the System. Role-based access standards will be consistent with an individual's job function and the information required to perform his/her role.
4. **"Authorized User"** means an individual designated by LANES or Participant to Access and use the System, e.g., a natural person, who is authorized by a Participant to use the System on behalf of that Participant, including without limitation, an employee of Participant and/or a credentialed member of the Participant's medical staff or provider network, as applicable. If Participant is an individual, e.g., a physician, then that individual can be both a Participant and an Authorized User.
5. **"Business Associate"** has the same meaning as the term "business associate" in 45 C.F.R. § 160.103.
6. **"Breach of Privacy or Security"** is a Use or Disclosure of Patient Information other than in compliance with this Agreement that, pursuant to applicable laws or regulations, must be reported to affected individuals and/or government officials, including without limitation federal or state data breach notification rules.
7. **"CMIA"** means the California Confidentiality of Medical Information Act, California Civil Code Section 56 *et seq.*
8. **"Centralized Model"** means the Patient Information is collected from Participants and stored in a central repository.
9. **"Covered Entity"** has the same meaning as the term "covered entity" in 45 C.F.R. § 160.103.
10. **"LANES Data Exchange Participation Agreement" or "Participation Agreement"** means a written agreement between LANES and an individual or entity, which sets forth the terms of the individual's or entity's participation in, and LANES' provision of, the LANES HIE.
11. **"Data Elements" means** those elements of Patient Information which a Participant has disclosed to, and can access from, the LANES HIE. The Data Elements comprise a core data set of administrative, demographic, and clinical information about a patient's healthcare, covering one or more healthcare encounters.
12. **"Disclose" or "Disclosure"** has the same meaning as the term "disclosure" in 45 C.F.R. § 160.103.

13. **"Employment Cost Index" or "ECI"** means the Employment Cost Index for total compensation (not seasonally adjusted) for private industry workers, management, professional and related occupations, excluding incentive paid occupations, compiled by the U.S. Department of Labor, Bureau of Labor Statistics. The Employment Cost Index is adjusted and published on a quarterly basis.
14. **"Facilitators"** means (1) organizations that provide electronic health record access and hosting to a Covered Entity, or (2) health information exchanges, and/or similar health data exchange organizations (e.g., networks of networks, health information organization health hubs, health exchanges).
15. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and the regulations promulgated thereunder at 45 C.F.R. Parts 160, 162 and 164.
16. **"HITECH"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (commonly known as "ARRA"), Pub. L. No. 111-5 (February 17, 2009).
17. **"Individually Identifiable Health Information"** has the same meaning as the term "individually identifiable health information" in 45 C.F.R. § 160.103.
18. **"LANES HIE Vendor"** means an entity (e.g., Quality Systems, Inc., d/b/a "Mirth" or a successor contractor) which has a contract with LANES to perform functions or activities, or to provide certain services, for the LANES HIE.
19. **"Participant"** means an individual or entity that has entered into a LANES Data Exchange Participation Agreement with LANES to submit, Access, Use and Disclose Patient Information to be stored or stored in the HIE based on their defined role-based Authorization. LANES shall maintain a list of all Participants on its website.
20. **"PARTICIPANT"** (in all capital letters) means the Participant executing this Agreement. PARTICIPANT is also included in the more general term, "Participant" when the term refers to the Participants in LANES collectively or in a generic sense.
21. **"Participant's System"** means the electronic systems, including hardware and software, controlled by Participant, and through which Participant Accesses the LANES HIE pursuant to this Agreement.
22. **"Patient Information"** shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. § 160.103.
23. **"Permitted Purpose"** shall mean one or more of the following reasons for which LANES may operate the LANES HIE and Participants may legitimately use the LANES HIE and the Individually Identifiable Health Information therein:

- (a) Treatment, Payment, Health Care Operations, and Authorization based disclosures as defined and authorized by HIPAA. Payment includes value-based payment models, alternative payment arrangements or financial risk sharing models of any nature whether for Medicare, Medicaid, other federal programs, commercial payers or employer self-insured arrangements. This could include, but is not limited to, participation in Medicare bundled payments, the Medicare Shared Savings Program, other Medicare Alternate Payment programs, Medicaid Managed Care programs or commercial value-based payment programs.
 - (b) Public health activities and reporting as permitted by Applicable Law, including the HIPAA Regulations at 45 C.F.R. § 164.512(b) or 164.514(e).
 - (c) Any purpose to demonstrate compliance with applicable interoperability laws, regulations and guidelines by the Participant, or other legal or payment program technology requirements, provided that the purpose is permitted by Applicable Law, including but not limited to the HIPAA Regulations.
 - (d) Any purpose in support of an individual's: (i) right to access their health information or (ii) right to direct with whom their information can be shared or where their information should be sent. For the avoidance of doubt, a Participant may be prevented from disclosing information due to Applicable Law even though the individual asserts this Permitted Purpose.
 - (e) Data aggregation, data analytics, population health, and data de-identification of PHI consistent with the Permitted Purposes.
 - (f) In furtherance of, as permitted by and in compliance with rights and obligations under Applicable Laws relating to interoperability with respect to the exchange of electronic health information.
 - (g) In the course of an investigation by a medical examiner, forensic pathologist, or medical examiner's/coroner's office for the purpose of identifying a decedent(s) or locating next of kin, or when investigating and determining deaths that may come within the jurisdictional authority of a medical examiner/coroner, as provided by California Civil Code, Section 56.10 and/or 45 C.F.R. 164.512(g)(1).
- 24. **"Policies and Procedures"** means those policies and procedures adopted by LANES to describe the terms and conditions pursuant to which the System and Program shall be operated.
 - 25. **"Program"** means the electronic health information exchange operated by LANES.
 - 26. **"Proprietary Information"** means all information disclosed by one Party to the other during the course of the performance of the Agreement, including but not

limited to trade secrets, business plans, marketing plans, know-how, data, contracts, documents, scientific and medical concepts, member and customer lists, costs, financial information, profits and billings, and referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives, and agreements, whether written or verbal, that are confidential in nature; provided, however, that "Proprietary Information" does not include Patient Information or any information that:

- (a) Is in the public domain;
 - (b) Is already known or obtained by the other Party, other than in the course of the other Party's performance of this Agreement;
 - (c) Is independently developed by the other Party; and/or
 - (d) Becomes known from an independent source having the right to disclose such information and without similar restrictions as to disclosure and use and without breach of this Agreement, or any other confidentiality or nondisclosure agreement by such third party.
27. **"Protected Health Information" or "PHI"** has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103.
28. **"Root Server"** is a physical, virtual or hosted server that meets the security requirements established by HIPAA/HITECH and is within the LANES HIE (or a hosted vendor's or the LANES HIE Vendor's) firewall and used as a message collection gateway for Patient Information.
29. **"System"** means the compilation of servers, applications, databases and networking components provided by LANES and/or the LANES HIE Vendor that are required to facilitate LANES' health information exchange.
30. **"Unsecured Protected Health Information"** has the same meaning as the term "Unsecured Protected Health Information" in 45 C.F.R. § 164.402.
31. **"Unsuccessful Security Incident"** means a security incident (as defined under HIPAA) that does not result in: (a) the unauthorized Access, Use, Disclosure, modification or destruction of Patient Information; or (b) material interference with system operations in a Party's information system, including, without limitation, activity such as ping and other broadcast attacks on that Party's firewall, port scans, unsuccessful log-on attempts, denial of service and/or any combination of the foregoing, so long as no such incident results in unauthorized Access, Use or Disclosure of electronic Protected Health Information.

32. **"Use"** has the same meaning as the term "use" in 45 C.F.R. § 160.103.
33. **"Workforce Member"** has the same meaning as the term "workforce member" in 45 C.F.R. § 160.103.

III. LANES' RESPONSIBILITIES

1. Exchange Operations. LANES will maintain and operate the System and the Program for the Permitted Purposes. Data aggregation and data analytics may be performed by LANES for the Permitted Purposes. LANES shall have the right to create de-identified information in accordance with the requirements outlined in the Privacy Rule [45 C.F.R. Sections 164.513(a)-(c)]. As to any data that is not de-identified, data analytics performed by LANES for Participants shall not include (1) financial or competitive provider market analysis, (2) comparative ranking, benchmarking or other tiering of Participants, or (3) results enabling targeted contacts with patients. Participants will agree to use the System and Programs, in writing in a Data Exchange Participation Agreement, for the purpose of medical treatment and care coordination, as well as any analytics related thereto. Participants may Use and Disclose the Patient Information as permitted by law once the Participants have incorporated the Patient Information obtained through the System and Programs into Participants' own systems. LANES may contract with LANES HIE Vendor to maintain and operate the System and the Program and/or provide support services. LANES may also subcontract with other vendors as applicable for services related to or to support the operations of the HIE. LANES will require that its subcontractors, including LANES HIE Vendor, comply with the applicable terms and conditions of this Agreement and applicable laws and regulations, including Federal and California laws and regulations, HIPAA, and the HITECH Act.
2. Data Exchange Participation Agreement Required. LANES shall only permit Participants and their Authorized Users to Access and Use the LANES HIE. LANES may periodically enter into Participation Agreements with other Participants approved by the LANES Board. In such instances, LANES shall promptly notify all Participants, which may be by email to Participants alerting them to an updated list of Participants on LANES' website.
3. Facilitators. LANES and PARTICIPANT agree that the more comprehensive the health information is that is available to Participants on the System, the greater the benefit of the System toward improving health care delivery by Participants and their affiliated providers in a cost-effective manner. To further the objective of increasing the health information available on the System, the LANES board has authorized entering into agreements with Facilitators (e.g., other HIEs and networks), even if they are not a Covered Entity, provided however, that Facilitators and their participant, members, etc. may only access and use the LANES

HIE and data therein for Permitted Purposes under this Agreement and in compliance with HIPAA and other applicable laws. PARTICIPANT acknowledges and agrees that, even though Facilitators are not Covered Entities, and notwithstanding anything to the contrary in the Agreement, Facilitators may contract directly with LANES on behalf of the Facilitator's Covered Entity customers, affiliated providers and other participants in Facilitator's exchange or network to connect to the System, Access, Use, and Disclose Patient Information in the System, and submit Patient Information to the System. In such cases, the Facilitators' Covered Entity customers, affiliated providers and other participants will not directly enter into a Data Exchange Participation Agreement with LANES. However, all Facilitators will enter into a contract with LANES whereby the Facilitator agrees to (i) protect the privacy and security of all Patient Information in the System in a manner consistent with the relevant protections of the Agreement and applicable law, including but not limited to HIPAA, and (ii) Access, Use, and Disclose Patient Information only for Permitted Purposes.

4. Controlling Access to Patient Information by Participants. LANES shall make Access to Patient Information available only to Participants and their respective Authorized Users for purposes of medical treatment and care coordination of an individual with whom the Participant has a current patient relationship as permissible under HIPAA. LANES shall make Access to Patient Information available only to the extent that each such Authorized User reasonably requires such Access to perform his or her assigned responsibilities.
5. System Availability. LANES shall exercise commercially reasonable efforts to make the System available to PARTICIPANT twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. The availability of the System may be temporarily suspended for scheduled maintenance between 10:00 pm and 5:00 am pacific time, or for unscheduled interruptions. LANES shall exercise commercially reasonable efforts to provide PARTICIPANT with advance notice of at least five (5) business days prior to any scheduled suspension or at least twenty-four (24) hours for any unscheduled interruption of System availability. PARTICIPANT is responsible for securing Patient Information through other means during any period the System is not available.
6. Compliance with Laws and Regulations. LANES shall comply with all federal, state and local laws, ordinances, and regulations applicable to its operations, including, but not limited to, all applicable federal and state patient privacy and security laws such as HIPAA, HITECH, and CMIA.
7. Access, Use and Disclosure of Patient Information by LANES. LANES shall enter into a Business Associate Agreement with all Participants, and shall Access, Use and/or Disclose Patient Information solely in compliance therewith and the terms of this Agreement. To the extent necessary, LANES may Access and Use Patient

Information to maintain the System and as required to perform LANES' responsibilities as set forth herein. LANES' shall Access, Use and Disclose Patient Information in accordance with applicable laws and its Policies and Procedures.

8. Privacy and Security of Patient Information. LANES shall implement reasonable safeguards to protect Patient Information from unlawful, unauthorized and/or inappropriate Access, tampering or Disclosure as articulated in Exhibit C (LANES Privacy and Security Policies), and as required by the Business Associate Agreement (Exhibit B) and applicable federal and state laws. LANES will establish Policies and Procedures for authorization, authentication, access, and audit for the System, Participants, and Authorized Users. LANES will continue to review and enhance its Policies and Procedures to ensure that the System affords maximum protection to the Patient Information that flows through the System.
9. Responsibility for Employees and Others. LANES shall be responsible for the compliance, including all acts and omissions, of its Authorized Users, Workforce Members, LANES HIE Vendor, contractors, and agents who perform System and Program functions. LANES shall ensure that its Authorized Users, Workforce Members, LANES HIE Vendor, contractors, and agents agree to comply with all applicable terms and conditions of this Agreement, LANES' Policies and Procedures, and applicable state, federal, and local laws and regulations regarding the privacy and security of Patient Information.
10. Notification of Data Breaches and Reporting of Successful and Unsuccessful Security Incidents. LANES, in accordance with Exhibit B (Business Associate Agreement), shall notify PARTICIPANT, agencies of federal, state and/or local government, and any other required parties, of any Breach of Privacy or Security and any successful or Unsuccessful Security Incident related to the System or the HIE, to the extent and within the periods of time required by the Business Associate Agreement, and all applicable laws and regulations.
11. Training and Support. LANES shall use commercially reasonable efforts to provide training and technical support to PARTICIPANT and its Authorized Users regarding the Access and use of the System. LANES will provide training on a train-the-trainer basis. LANES shall promptly provide copies of any training materials to PARTICIPANT, including any updates thereto, that have been distributed to other Participants.
12. Telephone and/or E-Mail Support. LANES shall use commercially reasonable efforts to provide, by telephone and/or e-mail, support and assistance in resolving difficulties in Accessing and using the LANES HIE and any services.
13. Intentionally Omitted.

14. Reporting of Inaccurate and/or Inappropriate Patient Information. LANES shall receive reports from Participants regarding inaccurate and/or inappropriate Patient Information as well as corruption, errors, and omissions in Patient Information. Within a reasonable period of time, not to exceed five (5) business days from the day a report is received from any Participant, LANES shall notify the Participant that is the source of the affected Patient Information, and all Participants whose Authorized Users have Accessed the affected Patient Information, of the report. Each Participant so notified shall be responsible for informing its respective Authorized User(s) of the report and its contents. In addition, LANES shall promptly delete from the System and Program or block all such Patient Information which is corrupt, erroneous, inaccurate and/or inappropriate.
15. Malicious Software, Viruses and Other Threats. LANES shall exercise commercially reasonable efforts to prevent exposure of the System and/or PARTICIPANT's System, as a result of its connection to the System, to: (a) any program, routine, subroutine, virus, data, cancelbot, Trojan horse, worm or other malicious software or harmful component that will disrupt the proper operation of the System or PARTICIPANT's System; (b) any unlawful, threatening, libelous, defamatory, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any federal, state, or local law; or (c) any information that violates the proprietary rights, privacy rights, or any other rights of a third party, including without limitation any patient.
16. Accounting of Disclosures. LANES shall prepare Accountings of Disclosures of Patient Information on behalf of PARTICIPANT, in accordance with Exhibit B (Business Associate Agreement).
17. Reports. PARTICIPANT may use the System to generate event log reports. If the event log report does not provide PARTICIPANT with the information desired, LANES HIE Vendor may provide specific reports. PARTICIPANT shall be responsible for any fee charged by LANES HIE Vendor for generating such customized reports.
18. Regulatory Access to Books and Records. For a period of six (6) years after the expiration or termination of this Agreement, LANES shall, upon written request, make available the books, documents and records necessary to certify the nature and extent of the services and cost of services provided pursuant to this Agreement, to the Secretary of the United States Department of Health and Human Services, or the Controller of the United States, or any duly authorized representative of a government agency or body, or as required by PARTICIPANT. If LANES carries out any of its duties pursuant to this Agreement through a subcontract with a value of \$10,000 or more over a 12-month period, such

subcontract shall contain a provision placing the same obligations on subcontractor as this provision places on LANES.

19. Portal Access. LANES shall make available a secure Web Portal for PARTICIPANT's Authorized Users to Access Patient Information.

IV. PARTICIPANT's RESPONSIBILITIES

1. Participation in the Program. PARTICIPANT shall participate in the Program in accordance with the terms and conditions of this Agreement.
2. Grant of Rights. PARTICIPANT may use the System and any services for the Permitted Purposes. LANES retains all ownership and other rights to the System, any service provided, and all the components thereof, except for PARTICIPANT's Patient Information. PARTICIPANT shall not obtain any rights to the System except for the limited rights to use the System expressly granted by this Agreement.
3. Permitted Purposes. PARTICIPANT may use the System to Access, Use, or Disclose Patient Information through the HIE for the Permitted Purposes.
4. Prohibited Uses. PARTICIPANT shall not Access or use, or permit the Access or use of, the System or any services for any use other than the Permitted Uses, or in any manner that is prohibited by applicable federal and state laws and regulations.
5. No Services to Third Parties. Except as expressly permitted by this Agreement, PARTICIPANT shall not Access, nor use any part of, the System or any services to provide separate services or sublicenses to any third party, including without limitation providing any equivalent services to a third party.
6. Compliance with Laws and Regulations. PARTICIPANT shall comply with all Applicable Laws.
7. Access to Patient Information for Permitted Use Only. PARTICIPANT shall Access Patient Information through the System only as expressly provided in this Agreement.
8. Limitations on Use of Patient Information. Any Use or Disclosure by PARTICIPANT of Patient Information obtained through the System shall be solely in PARTICIPANT's capacity as a Business Associate or other HIE. PARTICIPANT shall not Use or Disclose any Patient Information to compare the performance of health care services by one or more Participants against such performance by one or more other Participants.

9. Identification of Authorized Users. PARTICIPANT shall provide LANES with a list of its Authorized Users and identify the role-based access requirements for each of its Authorized Users. PARTICIPANT shall restrict Access to and use of the System and use of any services to its Authorized Users in accordance with the requirements of this Agreement, HIPAA and other applicable law. PARTICIPANT shall inform LANES in writing, within two (2) business days, whenever an Authorized User should be added or removed, or the Authorized User's level of Access should be modified. When PARTICIPANT informs LANES of the addition or removal of any Authorized User or modification of level of Access, LANES shall promptly add, de-activate or modify the username and password and/or other security measures of such Authorized User.
10. Certification of Authorized Users. PARTICIPANT shall certify to LANES that each of its Authorized Users:
- (a) Has completed the LANES end-user training and a privacy and security training program conducted by PARTICIPANT;
 - (b) Will be permitted to use the System and any services only as reasonably necessary for the performance of activities as authorized by PARTICIPANT and in accordance with this Agreement;
 - (c) Has agreed not to disclose to any other person any passwords and/or other security measures issued to the Authorized User pursuant to Section IV.12 (Passwords and Other Security Mechanisms); and
 - (d) Has acknowledged in writing that the Authorized User's failure to comply with the applicable sections of this Agreement may result in the withdrawal of Access to or use of the System and any services for such Authorized User, may constitute cause for disciplinary action by PARTICIPANT, as determined by PARTICIPANT in its reasonable discretion, and may create liability for civil and/or criminal penalties per applicable law.
11. Responsibility for Acts of Authorized Users and Others. PARTICIPANT shall be responsible for all acts and omissions, including without limitation any Breach of Privacy or Security and/or any failure to comply with the requirements of this Agreement, by PARTICIPANT's Authorized Users, Workforce Members, contractors, other agents, and any other person who Accesses or uses the System by use of any user name provided by LANES to PARTICIPANT.
12. Passwords and Other Security Mechanisms. LANES shall issue a user name and password and/or other security measures, as described in Exhibit C (LANES Privacy and Security Policies), to each Authorized User that shall permit the Authorized User to Access and use the System and any services. LANES shall provide each such

username and password and/or other security measures to PARTICIPANT and PARTICIPANT shall communicate that information to the appropriate Authorized User.

13. Liability for Violations of HIPAA Privacy and Security Rules. PARTICIPANT shall be responsible for any failure to comply with the HIPAA Privacy and Security Rules by PARTICIPANT, its Authorized Users, its Workforce Members, its contractors, and its other agents. PARTICIPANT must promptly report any such known noncompliance that relates to PARTICIPANT's participation in the LANES HIE to LANES. If PARTICIPANT has entered into a subcontract to fulfill its duties and obligations under this Agreement, then PARTICIPANT must have a Business Associate Agreement (BAA) with such Business Associate. PARTICIPANT's BAA with such Business Associate must comply with the applicable requirements set forth in 45 C.F.R. §§ 164.502(e) and 164.504(e), and contractually obligate the Business Associate to: (a) report to PARTICIPANT any Use or Disclosure of Patient Information that materially violates the applicable agreement between PARTICIPANT and Business Associate. In addition to any other obligations of such Business Associate, the BAA will allow Business Associate to Use and Disclose Patient Information only as permitted by PARTICIPANT under this Agreement; (b) be accountable for taking appropriate action to cure known breach of HIPAA rules; and (c) provide satisfactory assurances that the Business Associate will adequately safeguard the Patient Information.
14. Compliance of Authorized Users. PARTICIPANT shall require that all of its Authorized Users use the System and any services only in accordance with this Agreement and the Policies and Procedures, including without limitation the provisions thereof governing the confidentiality, privacy and security of the Patient Information.
15. Training. PARTICIPANT shall provide or arrange for appropriate training to all of PARTICIPANT's Authorized Users on the use of the System, the requirements of this Agreement applicable to Authorized Users, Policies and Procedures applicable to Authorized Users, and the requirements of applicable federal and state laws and regulations regarding the privacy and security of Patient Information.
16. Program Liaison. PARTICIPANT shall designate a single individual to act as the point of contact, who shall be responsible for managing communications between PARTICIPANT and LANES.
17. Access Controls. PARTICIPANT shall apply and administer reasonable Access and authentication controls, in compliance with this Agreement and the requirements contained herein, and in accordance with best practices for organizations similar to PARTICIPANT, for the Access and use of the System.

18. Monitoring for Unauthorized Use. PARTICIPANT shall monitor PARTICIPANT's and its Authorized Users' Access to the System and Use of Patient Information for the purpose of detecting unauthorized Access to the System or unauthorized Use of Patient Information through PARTICIPANT's connection(s) to the System. PARTICIPANT shall notify LANES of any unauthorized Access or Use of the System or Patient Information stored in the System that it discovers.
19. PARTICIPANT's System. PARTICIPANT shall be responsible for obtaining, installing, and maintaining, at its own expense, PARTICIPANT's System. LANES shall not be responsible for PARTICIPANT's inability to Access or use PARTICIPANT's System including without limitation any factors arising from the computing environment, software, interfaces, or hardware, or any upgrade or alteration to any of them unless such inability results from LANES' failure to perform its obligations under this Agreement. PARTICIPANT shall be responsible for any charges or expenses it may incur to Access and use the System and use of any services, including without limitation, PARTICIPANT's telephone and equipment charges, and fees charged by third-party vendors of products and services.
20. Patient Information Within PARTICIPANT's System. PARTICIPANT shall be responsible for the control and protection of any and all Patient Information within PARTICIPANT's System. PARTICIPANT shall be responsible for its compliance with all applicable federal and state laws and regulations with respect to the control and protection of any and all Patient Information within PARTICIPANT's System.
21. Technical Specifications Technology License Agreement. If LANES determines that it is necessary for PARTICIPANT to obtain and use certain software and/or hardware to use the System, then LANES shall provide PARTICIPANT with no less than sixty (60) days advance notice in writing of such determination, including providing the name of vendor, the software/hardware, and costs thereof. In order for PARTICIPANT to have continued Access to the System and Program, PARTICIPANT shall enter into one or more Technology License Agreement(s) in such forms as may be necessary. In the event PARTICIPANT declines to enter into a necessary Technology License Agreement, either Party may terminate this Agreement immediately.
22. Protected Health Information.
 - (a) Safeguards. PARTICIPANT shall implement administrative, physical, and technical safeguards as required by HIPAA and other applicable federal and state laws and regulations, which reasonably and appropriately protect the confidentiality, integrity and availability of Patient Information that it creates, receives, maintains, or transmits.

- (b) PARTICIPANT shall ensure that any contractor or agent, including a subcontractor providing services to PARTICIPANT to Access the System, to whom it provides Patient Information agrees to implement administrative, physical, and technical safeguards to protect such information, in a manner that complies with HIPAA and the applicable provisions of this Agreement and the Policies and Procedures, as applicable.
- (c) Compliance with Policies and Procedures. PARTICIPANT shall comply with the standards for the confidentiality, security, and Use and Disclosure of Patient Information as provided in Exhibit C (LANES Privacy and Security Policies).
- (d) Legal Requirements. PARTICIPANT shall comply with the requirements for the privacy, security, and Use and Disclosure of Patient Information imposed under applicable federal and state laws, including but not limited to HIPAA, HITECH, and CMIA.
- (e) Protected Health Information Subject to Special Protection. Federal and state laws may impose heightened privacy and security requirements on the disclosure of certain types of Patient Information that may be considered particularly sensitive (e.g., substance use disorder, substance abuse, mental health, and HIV). Any provision or Disclosure of sensitive Patient Information to LANES must be conducted in compliance with applicable federal and state laws, and applicable LANES' policies and procedures with respect to such information. PARTICIPANT shall determine and identify what Patient Information is subject to heightened requirements under applicable federal and state laws prior to providing or Disclosing the Patient Information to the System. The System does not have the capability to selectively identify, control, or segregate sensitive Patient Information from other Patient Information. PARTICIPANT is solely responsible for the control and Disclosure of sensitive Patient Information to LANES in full compliance with federal and state laws and regulations, including without limitation, obtaining appropriate patient consents and/or authorizations where applicable. Additionally, in the event PARTICIPANT'S Patient Information includes information covered by 42 CFR Part 2 (relating to substance use disorder information), LANES agrees it (i) is fully bound by the provisions of 42 CFR Part 2; (ii) will resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in 42 CFR Part 2, and (iii) will use appropriate safeguards to prevent the unauthorized use or disclosure of the information covered by 42 CFR Part 2. The Parties acknowledge and agree that the foregoing is intended to constitute a Qualified Service Organization Agreement.
- (f) Minimum Necessary Information. When applicable, PARTICIPANT will comply with the minimum necessary information standard and shall Access only the minimum amount of Patient Information through the System as is necessary for

the intended Permitted Purpose and shall use and disclose only the minimum amount of Patient Information obtained through the System as is necessary for the purpose of such use. PARTICIPANT shall only share Patient Information obtained through the System with, and allow Access to, such Patient Information by those Workforce Members, contractors, and agents who need the Patient Information in connection with a duly assigned job function or duty and use that Patient Information for a Permitted Purpose.

(g) Reporting of Breaches. PARTICIPANT shall report a Breach of Privacy or Security in accordance with Exhibit C (LANES Privacy and Security Policies).

23. PARTICIPANT's System Security. PARTICIPANT shall implement reasonable and appropriate system security measures to prevent unauthorized Use, Access or Disclosure of Patient Information from PARTICIPANT's System and unauthorized Use, Access, or Disclosure of Patient Information in or from the System by PARTICIPANT or its Authorized Users.
24. PARTICIPANT's Equipment. PARTICIPANT shall be responsible for procuring all equipment, software, and hardware necessary for PARTICIPANT and its Authorized Users to Access and use the System, and use any services ("PARTICIPANT's Required Hardware and Software"). PARTICIPANT's Required Hardware and Software shall conform to LANES' current and/or subsequently modified or agreed to specifications. As part of PARTICIPANT's obligation to procure Participant's Required Hardware and Software, PARTICIPANT shall be responsible for ensuring that all of PARTICIPANT's computers to be used to interface with the System are properly configured, including but not limited to the operating system, web browser, and Internet connectivity.
25. Malicious Software, Viruses, and Other Threats. PARTICIPANT shall use commercially reasonable efforts to ensure that its connection to and use of the System, including without limitation the medium containing any Patient Information provided to the System, does not include, and that any method of transmitting such Patient Information will not introduce, any program, routine, subroutine, or data (including without limitation malicious software or "malware," viruses, worms, and Trojan Horses) that will disrupt the proper operation of the System or any part thereof or any hardware or software used by LANES or other Participants in connection therewith, or that, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action will cause the System or any part thereof or any hardware, software or data used by LANES or any other Participant in connection therewith, to be destroyed, damaged, or rendered inoperable for any period of time.

V. LANES' OPERATIONS AND RESPONSIBILITIES

1. Compliance with Terms and Conditions. LANES shall require that Access to the System and any services shall be limited to Participants that have executed a Participant Agreement and to their Authorized Users.
2. Maintenance of System.
 - (a) LANES shall maintain the functionality of the System and any services, including privacy and security of the System and Patient Information transmitted as described in Exhibit C (LANES Privacy and Security Policies), and shall provide such service, security, and other updates as LANES determines are appropriate from time to time.
 - (b) LANES shall maintain the functionality of the System and any services as described in this Agreement and applicable specifications, and shall provide such service, security, and other updates as LANES determines are appropriate from time to time.
3. Operations Committee.
 - (a) Organization. LANES shall form and maintain an Operations Committee, which shall act, as more specifically described in the Policies and Procedures, as a resource to LANES and its Board of Directors in the administration of LANES' Program, including the development of the Policies and Procedures and the amendment, repeal or replacement of Participation Agreement(s) and/or the Policies and Procedures.
 - (b) Powers. The Operations Committee shall be advisory only, and no action recommended by the Operations Committee shall be taken except with the approval of LANES, acting either through its Board of Directors, management or staff.
 - (c) Compliance with Laws and Regulations. LANES shall perform its roles and responsibilities hereunder in all respects in compliance with applicable federal, state, and local laws, ordinances and regulations, including without limitation HIPAA and/or HITECH.
4. Privacy and Security Committee. LANES shall form and maintain a Privacy and Security Committee, which shall act as a resource to LANES and its Board of Directors in the development of privacy and security policies, procedures, and protocols for LANES and Participants.

5. Fees and Additional Charges.

- (a) Services Fees. As payment for Access to and use of the System and any services, PARTICIPANT shall pay to LANES Participation Fees as described in Exhibit A (Participation Fees).
- (b) Charges for Additional Features, Functionality and Services. The Base Services to be provided by LANES are set forth on Exhibit E. LANES may offer or develop premium features, tools, functionality with respect to the System and/or Services, and may provide new or additional Services to PARTICIPANT outside the scope of the Base Services, as mutually agreed to by the parties (collectively, “**Additional Services**”). PARTICIPANT shall pay for such Additional Services in the amount and/or at the rates mutually agreed to and set forth in an Exhibit, Change Order or Amendment to this Agreement, or as otherwise agreed to in writing by the parties (“**Additional Fees**”).
- (c) Payment. PARTICIPANT shall pay all Participation Fees and any Additional Fees (1) in accordance with the payment terms set forth in Exhibit A, or for payment terms not set forth in Exhibit A, two (2) within thirty (30) calendar days following the date of any invoice sent by LANES to PARTICIPANT’s address as shown in LANES’ records, or e-mailed in accordance with PARTICIPANT’s instructions. Notwithstanding the generality of the foregoing, invoices for Participation Fees and any Additional Fees hereunder may be submitted by Heluna Health, a service provider to LANES, with such invoices being submitted for the benefit of and on behalf of LANES. Such invoices shall reference Customer PO: 0000003555 as indicating charges submitted on behalf of LANES under the DEPA. Participant is authorized to remit payment with respect to such invoices to Heluna Health. Heluna Health’s current address is:

Heluna Health
13300 Crossroads Parkway North
Suite 450
City of Industry, CA 91746

Participant contact information for invoicing and billing:

Invoice/Billing Contact Name: _____
Email: _____
Phone: _____

LANES shall have the right to modify invoicing and payment procedures that do not alter pricing or payment terms (e.g., payee and payee address, but not payment terms) upon written notice to PARTICIPANT.

Late Charges. Participation Fees and Additional Fees not paid to LANES or reasonably objected to in good faith on or before the due date for those fees and charges are subject to a late charge of five percent (5%) of the amount owing and interest thereafter at the rate of one and one-half percent (1 1/2%) per month on the outstanding balance, or the highest amount permitted by law, whichever is lower.

6. Suspension of Service. Failure to pay Participation Fees and Additional Fees within sixty (60) calendar days following the due date for those fees and charges, unless such charges and fees are reasonably objected to in good faith prior to the due date, may result in termination of the PARTICIPANT's Access to and use of the System and/or any services upon ten (10) business days' prior written notice. A reconnection fee may be assessed to re-establish connection after termination due to non-payment, in accordance with LANES' then-current Additional Fees.
7. Taxes. All Participation Fees and Additional Fees shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future, and the PARTICIPANT shall, if applicable, pay any tax (excluding taxes on LANES' net income) that LANES may be required to collect or pay now or at any time in the future and that are imposed upon the sale or delivery of items and services provided under this Agreement.

VI. PROPRIETARY INFORMATION

1. Scope of Proprietary Information. In the performance of their respective responsibilities pursuant to this Agreement, LANES and PARTICIPANT may come into possession of certain Proprietary Information of the other.
2. Nondisclosure of Proprietary Information. LANES and PARTICIPANT, during the Term or after the termination of this Agreement, (a) shall keep and maintain in strict confidence all Proprietary Information received from the other, or from any of the other's employees, accountants, attorneys, consultants, or other agents and representatives, in connection with the performance of their respective obligations under this Agreement; (b) shall not use, reproduce, distribute or disclose any such Proprietary Information except as permitted by this Agreement; (c) shall prevent its employees, accountants, attorneys, consultants, and other agents and representatives from making any use, reproduction, distribution, or disclosure except as permitted by this Agreement; and (d) shall use at least the same care and precaution in protecting such Proprietary Information as the receiving Party uses to protect its own Proprietary Information and trade secrets, and in no event less than reasonable care. Within thirty (30) calendar days of the effective date of termination of this Agreement, each Party shall return to the other all Proprietary Information belonging to the other or certify the destruction of such Proprietary Information if agreed to by the Party who originated the Proprietary Information.

3. Equitable Remedies. All Proprietary Information represents a unique intellectual product of the Party disclosing such Proprietary Information (the "Disclosing Party"). The unauthorized disclosure of said Proprietary Information would have a detrimental impact on the Disclosing Party. The damages resulting from said detrimental impact would be difficult to ascertain but would result in irreparable loss and would require a multiplicity of actions at law and in equity in order to seek redress against the receiving Party in the event of such an unauthorized disclosure. The Disclosing Party shall be entitled to equitable relief in preventing a breach of this Section VI (Proprietary Information) and such equitable relief will be in addition to any other rights or remedies available to the Disclosing Party.
4. Notice of Disclosure. Notwithstanding any other provision hereof, nothing in this Section VI (Proprietary Information) shall prohibit or be deemed to prohibit a Party hereto from disclosing any Proprietary Information (or any other information the disclosure of which is otherwise prohibited hereunder) to the extent that such Party becomes legally compelled to make such disclosure by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction, and such disclosures are expressly permitted hereunder; provided, however, that a Party that has been requested or becomes legally compelled to make a disclosure otherwise prohibited hereunder by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction shall do so only to the minimum extent necessary to comply with the operation of the law, and shall provide the other Party with notice thereof within five (5) calendar days of receipt of such request, or, if sooner, at least three (3) business days before such disclosure will be made, to the extent permitted by law, so that the other Party may seek a protective order or other appropriate remedy. In no event shall a Party be deemed to be liable hereunder for compliance with any such subpoena or order of any court, administrative agency or other governmental body of competent jurisdiction.

VII. WARRANTIES AND DISCLAIMERS

1. LANES represents and warrants as follows: (a) it has the full power, capacity and authority to enter into and perform this Agreement and to make the grant of rights contained herein; (b) its performance of this Agreement does not violate or conflict with any agreement to which LANES is a party; (c) there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement; and (d) to the best of LANES' knowledge, PARTICIPANT's Access and use of the System, pursuant to the terms and conditions of this Agreement shall not infringe the patent rights, copyrights or other intellectual property rights of any third party.
2. Disclaimers of Warranties. Except for the warranties set forth in this Section VII (Warranties and Disclaimers) of this Agreement, LANES provides Access to the System, Patient Information and use of services to PARTICIPANT "as is" and without any warranty of any kind to PARTICIPANT, whether express, implied or statutory. LANES does not warrant that the performance of the System will be uninterrupted or error-free, or that all errors in the System or Patient Information will be corrected; provided that the foregoing shall not relieve LANES from any of its express obligations set forth in this Agreement, including, without limitation, its obligations with respect to compliance with HIPAA, HITECH, and CMIA as specified in this Agreement and to report inaccurate or inappropriate Patient Information, corruption, or errors. LANES hereby disclaims all implied and express warranties, conditions and other terms, whether statutory, arising from course of dealing, or otherwise, including without limitation terms as to quality, merchantability, and fitness for purpose and non-infringement. In no event shall LANES or PARTICIPANT be liable to the other for any consequential, incidental, indirect, punitive, or special damages suffered by the other Party, another Participant, or any third party, however caused and regardless of legal theory or foreseeability, including, without limitation, lost profits, business interruptions or other economic loss, directly or indirectly arising out of this Agreement or PARTICIPANT's Access and use of the System or any component thereof.
3. Limitation of Liability. LANES together with Heluna Health shall not be liable for any damages arising out of or related to (a) the accuracy or completeness or inputting of Patient Information provided by PARTICIPANT or another Participant unless issues with accuracy or completeness or inputting were due to LANES' failure to comply with this Agreement; or (b) the acts or omissions of PARTICIPANT, whether suffered by LANES or any third party. PARTICIPANT and LANES' total aggregate liability for any damages arising out of or related to this Agreement will not exceed the total fees paid by PARTICIPANT hereunder during the twelve (12) months immediately preceding the event giving rise to liability. The existence of one or more claims shall not enlarge these limits. Each Party acknowledges that the allocation of risk and the limitation of liability specified in this Section VII

(Warranties and Disclaimers) will apply regardless of whether any limited or exclusive remedy specified in this Agreement fails of its essential purpose.

4. Disclaimer of Responsibility. LANES together with Heluna Health accepts no responsibility for (a) the performance of the PARTICIPANT's or other Participant's Systems, (b) the transmission of Patient Information by PARTICIPANT to or from the System, (c) all Access and use by PARTICIPANT and its Authorized Users, Workforce Members, contractors or other agents of the System, (d) the accuracy, appropriateness, or completeness of Patient Information, (e) any health care decision made in reliance, either in whole or in part, of Patient Information, and (f) all Uses or Disclosures by PARTICIPANT of Patient Information obtained through the System, provided, however, the foregoing shall not limit LANES' responsibility for its obligations expressly set forth in this Agreement. PARTICIPANT and its Authorized Users, Workforce Members, contractors and other agents, as applicable, shall be responsible for their respective decisions regarding a patient's care and treatment. The System should be used as a supplement to, and not in place of, other data that is available to PARTICIPANT and/or the respective treating health care provider in arranging for or providing medical care and treatment, as applicable. PARTICIPANT shall have no recourse against LANES for any loss, damage, claim, or cost relating to or resulting from misuse of the System by PARTICIPANT or its Authorized Users.
5. Carrier Lines. LANES shall be responsible for the security of Patient Information while it is being transmitted through the System and for providing a secure connection/protocol (e.g., SSL or TLS encryption) for remote Access to the System. However, the Parties understand that Patient Information may be submitted, and remote Access to the System may be provided, over various facilities and communications lines, and information will be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices (collectively, "Carrier Lines") owned, maintained, and serviced by third-party carriers, utilities, and internet service providers, all of which are beyond LANES' and PARTICIPANT's control. The Parties assume no liability for or relating to the integrity, privacy, security, confidentiality, or use of any loss, transmission, or corruption of any Patient Information or other information attributable to the Carrier Lines.
6. Non-Liability. Without limiting any other provision of this Agreement or LANES' responsibility for its obligations expressly set forth in this Agreement, LANES shall not be responsible for the act or omission of any Participant with respect to the use of the System and Patient Information.
7. PARTICIPANT's Actions. PARTICIPANT shall be responsible for any damage to a computer system, loss of data, and any damage to the System caused by PARTICIPANT or any person using a user name and password assigned to PARTICIPANT or PARTICIPANT's Authorized Users, provided that such user name and password were obtained knowingly from PARTICIPANT or any of its Authorized

Users, or as a result of PARTICIPANT's failure to comply with the requirements set forth in in this Agreement.

8. Unauthorized Access; Lost or Corrupt Patient Information. LANES is not responsible for unauthorized access to PARTICIPANT's facilities or equipment by individuals or entities using the System or for unauthorized access to, or alteration, theft, or destruction of PARTICIPANT's data files, programs, procedures, or information through the System, whether by accident, fraudulent means or devices, or any other method, unless such unauthorized access was due to LANES' failure to comply with this Agreement. PARTICIPANT is responsible for protecting its Patient Information and programs from loss by implementing appropriate security measures, including routine backup procedures. PARTICIPANT agrees that LANES is not responsible for any damages occasioned by lost or corrupt data, incorrect reports, or incorrect data files resulting from PARTICIPANT's programming error, operator error, equipment or software malfunction, security violations, or the use of third-party software. LANES is not responsible for the content of any Patient Information transmitted or received through the System.
9. Inaccurate Patient Information. All Patient Information Accessed through the System originates from Participants. All such Patient Information is subject to change resulting from numerous factors, including without limitation, changes to patient health information made at the request of the patient, changes in the patient's health condition, the passage of time and other factors. Without limiting any other provision of this Agreement or LANES' responsibility for its obligations expressly set forth in this Agreement, LANES shall have no responsibility for or liability related to the accuracy, content, currency, completeness, or content of any Patient Information either provided by a Participant, or used by a Participant.
10. Intentionally Omitted.

VIII. INSURANCE, INDEMNIFICATION AND DISPUTE RESOLUTION

1. LANES Insurance.
 - (a) Required Policies. LANES shall procure and maintain in effect during the Term of this Agreement insurance coverage for commercial general liability, cyber liability, and technology errors and omissions with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence; Two Million Dollars (\$2,000,000) in the aggregate for general liability; Ten Million Dollars (\$10,000,000) in the aggregate for cyber liability and technology errors and omissions. If any such policy of insurance is issued on a "claims made" basis, then upon the termination of any such policy, LANES shall procure extended reporting ("tail") coverage for such policy for the longest extended reporting

period that is commercially available and in amounts consistent with this Agreement.

- (b) Carriers. All insurance required under this Section VII (Insurance, Indemnification and Dispute Resolution) shall be carried by companies with a rating not lower than "A, X" by A.M. Best Company and who are admitted to conduct business in the State of California.
- (c) Certificates of Insurance. On or before the Effective Date of this Agreement and anytime thereafter on request of PARTICIPANT, LANES shall promptly provide PARTICIPANT with a certificate of insurance evidencing the aforementioned coverage. LANES shall notify PARTICIPANT immediately upon any cancellation, termination or restriction of any such coverage.

2. PARTICIPANT's Insurance.

- (a) PARTICIPANT's Insurance. PARTICIPANT shall obtain and maintain insurance coverage for commercial general liability, cyber liability, and professional liability (e.g., malpractice for health care providers and technology E&O for technology service providers) with coverage limits that are reasonable and customary for a party engaged in the activities of PARTICIPANT in California, which in no case shall be less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. These policies must cover liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the performance of this Agreement and all costs, including damages PARTICIPANT may have to pay LANES or any third party that are associated with a Breach of Privacy or Security or loss of Patient Information. If any such policy of insurance is issued on a "claims made" basis, then upon the termination of any such policy, PARTICIPANT shall procure extended reporting ("tail") coverage for such policy for the longest extended reporting period that is commercially available and in amounts consistent with this Agreement.
- (b) Certificates of Insurance. On or before the Effective Date of this Agreement and anytime thereafter on request of LANES, PARTICIPANT shall promptly provide LANES with a certificate of insurance evidencing the aforementioned coverage. PARTICIPANT shall notify LANES immediately upon any cancellation, termination, or restriction of any such coverage.
- (c) Governmental Entity-Self Insurance. Government entities may satisfy this requirement through evidence of self-insurance.

3. Indemnification and Dispute Resolution.

- (a) LANES shall indemnify, defend, and hold PARTICIPANT and its Authorized Users, Workforce Members, contractors, agents, subcontractors and licensors harmless from and against all liability to third parties (including reasonable attorneys' fees), injury, damage or claims by government regulators or agencies for fines, penalties, sanctions, or other remedies, that arise from an act or omission of LANES, including, without limitation, LANES' breach of any obligation, representation, or warranty of LANES set forth herein.
- (b) Subject to the limitation set forth in Section VIII.3(c), PARTICIPANT shall indemnify, defend, and hold LANES together with Heluna Health and other Participants, and their respective Authorized Users, Workforce Members, contractors, agents, subcontractors, and licensors harmless from and against all liability to third parties (including reasonable attorney's fees), injury, damage or claims by government regulators or agencies for fines, penalties, sanctions, or other remedies, that arise from an act or omission of PARTICIPANT, including, without limitation, PARTICIPANT's breach of any obligation, representation, or warranty of PARTICIPANT set forth herein.
- (c) LANES shall use commercially reasonable efforts to ensure that Participation Agreements it enters into with other Participants contain substantially the same indemnification provision providing indemnification to PARTICIPANT or its commercial equivalent. For purposes of this paragraph, an application of PARTICIPANT's indemnification obligations hereunder, "other Participants" as used in the first sentence of Section 3(b) shall include only those Participants expressly accepting in their respective Participation Agreements with LANES bilateral indemnification responsibilities in favor of PARTICIPANT.

- 4. Rules for Indemnification.** Any indemnification made pursuant to this Agreement shall include payment of all costs associated with defending the claim or cause of action involved, whether or not such claims or causes of action are meritorious, including reasonable attorneys' fees and any settlement by or judgment against the Party to be indemnified. A Party's indemnification obligations under this Section are conditioned upon the Party seeking to be indemnified: (i) giving prompt notice of the claim to the indemnifying Party and within a period of time within which the indemnifying Party is not prejudiced by lack of notice; (ii) granting reasonable control of the defense or settlement of the claim or action to the indemnifying Party; and (iii) providing reasonable cooperation to the indemnifying Party and, at the indemnifying Party's request and expense, assistance in the defense or settlement of the claim; provided however, the indemnifying Party shall be relieved of its indemnification obligations only to the extent failure to comply with any of the foregoing prejudices its ability to provide indemnification required hereunder. Upon receipt of a notice of claim and/or request for indemnifications, the indemnifying Party shall, at its sole

cost and expense, retain legal counsel, with expertise and/or experience within the subject matter of the claim, and defend the Party to be indemnified. The indemnifying Party shall be responsible for, and have reasonable control of, such claim and any litigation arising therefrom. The indemnifying Party shall cooperate with and provide regular reports to the Party indemnified, and shall consent to the counsel or litigation manager of the Party indemnified communicating with any counsel it retains and/or any of its in-house counsel defending the claim, including receipt of written communications and reports regarding such claim. An indemnifying Party may not settle any claim against the indemnified Party without the indemnified Party's consent, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification obligations of the Parties shall not, as to third parties, be a waiver of any defense or immunity otherwise available, and the indemnifying Party, in indemnifying the indemnified Party, shall be entitled to assert in any action every defense or immunity that the indemnified Party could assert on its own behalf. The Party seeking indemnification may participate at its own cost in any proceedings with counsel of its own choosing.

5. Specific Indemnities. Without limiting the generality of this Section VIII (Insurance, Indemnification and Dispute Resolution), acts or omissions giving rise to the obligation to indemnify and hold harmless pursuant to Section VIII (Insurance, Indemnification and Dispute Resolution) shall include, but not be limited to, (a) acts or omissions of LANES or PARTICIPANT that result in a Breach of Privacy or Security, or (b) PARTICIPANT's provision of any Patient Information through the System that is inaccurate, incomplete or defamatory.

IX. GENERAL TERMS

1. Agreement in Counterparts and Independent Contractors.
 - (a) Agreement in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.
 - (b) Independent Contractors. The relationship of the Parties to this Agreement is one of independent contractors and shall not be deemed to be that of employer and employee, master and servant, principal and agent, joint venture, or any other relationship except that of independent contractors contracting for the purposes of this Agreement. Further, nothing in this Agreement is intended to create any partnership, joint venture, lease, or equity relationship, expressly or by implication, between the Parties.
2. Medicare/Medicaid Participation. LANES hereby represents and warrants that neither LANES nor its principals (if applicable) or contractors, including LANES HIE Vendor, are presently debarred, suspended, proposed for debarment, declared

ineligible, or excluded from participation in any California State or Federally funded health care program, including Medicare and Medicaid/Medi-Cal. LANES shall immediately notify PARTICIPANT of any threatened, proposed, or actual debarment, suspension or exclusion from any California State or Federally funded health care program, including Medicare and Medicaid/Medi-Cal. In the event that LANES or its principals (if applicable) or the LANES HIE Vendor is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any California State or Federally funded health care program during the Term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that LANES is in breach of this Section IX.2 (Medicare/Medicaid Participation), this Agreement shall, as of the date of such action or breach, automatically terminate. LANES further acknowledges and understands that it will periodically check its contractors against the Office of Inspector General ("OIG") and General Service Administration ("GSA") databases of Excluded Individuals and Entities. LANES will take reasonable measures to verify that the match is the same individual or entity.

3. Applicable Law. The interpretation of this Agreement and the resolution of any disputes arising under this Agreement shall be governed by the laws of the State of California. If any action or other proceeding is brought on or in connection with this Agreement, the Parties agree that the venue of such action shall be exclusively in Los Angeles County, in the State of California.
4. Non-Assignability. No rights of a Party under this Agreement may be assigned or transferred by that Party, either voluntarily or by operation of law, without the prior written consent of the other Party, which shall not be unreasonably withheld. Any such assignment or transfer, without the consent of the other Party, shall be void *ab initio*.
5. Third Party Beneficiaries. With the exception of the other Participants and Heluna Health as provided for in this Agreement, there shall be no third-party beneficiaries of this Agreement.
6. Inducement of Referrals. It is not the purpose of this Agreement or the intent of the Parties to induce or encourage the referral of patients, and there is no requirement under this Agreement or under any other agreement between the Parties that the Parties refer patients to each other, including in exchange for products or services. No payment, if any, made under this Agreement is made in return for the referral of patients.
7. Force Majeure. If the performance of any material obligation under this Agreement is prevented or interfered with by a Force Majeure (any act or condition whatsoever beyond the reasonable control of and not occasioned by the fault or negligence of the affected Party, including but not limited to internet brown-outs, terrorism, natural disasters, acts of God, acts of government, wars, riots, strikes

and other labor disputes, fires, and floods) the Party so affected shall be excused from such performance to the extent of such prevention or interference. This IX.7 (Force Majeure) shall not apply to obligations imposed under applicable laws and regulations or obligations to pay money.

8. Severability. If any provision of this Agreement is found invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions shall remain in full force and effect.
9. Notices. All notices required under this Agreement shall be in writing. Notices shall be deemed to have been duly made and received (a) when personally served, (b) when delivered by commercially established courier service, (c) five (5) business days after deposit in mail via certified mail, return receipt requested, or (d) on delivery, when delivered by Federal Express, charges prepaid or charged to the sender's account, if delivery is confirmed by Federal Express. Notices must be delivered to the addresses specified in this Agreement, or to such other address as a Party shall designate in writing from time to time.
10. Waiver. No provision of the terms and conditions of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. The making of any payment or payments, or the receipt thereof, shall in no way affect the responsibilities and obligations of either Party, and shall not imply the waiver of any of the terms and conditions or other obligations under this Agreement.
11. Publicity. LANES shall have the right to identify Participant as a participant in LANES' HIE and to use Participant's name in connection with press releases, promotional materials, advertising and marketing collateral, articles, the LANES' website and similar communications and publications; provided that LANES shall comply with Participant's trademark usage guidelines that Participant provides to LANES.

X. TERM AND TERMINATION

1. Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date as and shall continue for an initial term of two (2) years after the Effective Date (the "**Initial Term**"), unless terminated earlier in accordance with the terms of this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "**Renewal Term**") unless either party provides notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term. The Initial Term and any Renewal Terms are referred to herein collectively as the "**Term**." The subscription

fees shall remain fixed during the Initial Term. Thereafter, for each Renewal Term, the annual amount of the subscription fees shall automatically increase by a percentage equal to the percentage increase in the Employment Cost Index during the prior twelve (12) month ECI measuring period plus two percent (2%), and shall be due no later than thirty (30) days after the commencement of each additional Renewal Term.

2. Termination Upon Cessation of Business. LANES may terminate this Agreement by providing five (5) business days' prior written notice to PARTICIPANT that LANES will cease to provide Access to the LANES HIE and any services, as it will cease its operations.
3. Termination with Forty-Five (45) Calendar Days Written Notice. Either LANES or PARTICIPANT may terminate this Agreement at any time, with or without cause, by giving not less than forty-five (45) calendar days' prior written notice to the other.
4. Termination Upon Material Breach. Either LANES or PARTICIPANT may terminate this Agreement (the "Terminating Party") upon the failure of the other Party (the "Breaching Party") to perform a material duty, obligation, or responsibility arising out of this Agreement, and that failure continues uncured for a period of thirty (30) calendar days after the Terminating Party has given the Breaching Party notice of that failure and requested that the Breaching Party cure that failure.
5. Termination Upon Violation of Law or Regulation. If either Party reasonably determines that its continued participation in this Agreement would cause it to violate any applicable law or regulation, or would place it at material risk of suffering any sanction or penalty, then that Party may terminate its participation in this Agreement immediately upon notice to the other Party.
6. Termination upon Privacy or Security Breach. Without limiting the generality of the foregoing Sections X.4 (Termination Upon Material Breach) and X.5 (Termination Upon Violation of Law or Regulation), either Party may terminate this Agreement upon a failure by the other Party to correct a Breach of Privacy or Security within thirty (30) calendar days following written notice thereof from the other Party.
7. Termination of Agreement Upon Breach of Business Associate Agreement. Either Party may terminate this Agreement, upon thirty (30) calendar days' notice to the other Party, if the other Party materially breaches the Business Associate Agreement, attached hereto as Exhibit B (Business Associate Agreement).
8. Effect of Termination. Upon the termination of this Agreement for any reason, PARTICIPANT shall cease to be a participant in the LANES HIE and thereupon and thereafter neither PARTICIPANT nor its Authorized Users shall have any rights to Access or use the System and any services. Termination will not alter the rights or

duties of the Parties with respect to Patient Information transmitted before the effective date of the termination. Additionally, LANES will handle Patient Information in accordance with Section 18 of the Business Associate Agreement. Certain provisions of this Agreement shall continue to apply to PARTICIPANT and LANES, and their respective Authorized Users following termination, as described in Section X.9 (Survival of Provisions).

9. Survival of Provisions. The following provisions of this Agreement shall survive any termination hereof: Section III.9 (Responsibility for Employees and Others), Section III.10 (Notification of Data Breaches and Reporting of Successful and Unsuccessful Security Incidents), Section III.18 (Regulatory Access to Books and Records), Section IV.11 (Responsibility for Acts of Authorized Users and Others), Section IV.22 (Protected Health Information), Section VI (Proprietary Information), Section VII.3 (Limitation of Liability), Section VIII.3 (Indemnification and Dispute Resolution), VIII.4 (Rules for Indemnification), and VIII.5 (Specific Indemnities).

XI. AMENDMENTS TO AGREEMENT AND POLICIES AND PROCEDURES

1. Amendments. Upon the mutual written consent of both Parties, the Parties may amend, repeal and replace the terms and conditions in this Agreement, including as may be required for LANES and/or PARTICIPANT to comply with applicable laws and regulations. In such instances, the Party making the amendment, repeal, or replacement shall endeavor to give the other Party not less than thirty (30) days' notice of such changes. However, a Party may request the change within a shorter period of time as that Party determines is appropriate under the circumstances to comply with a law or regulation.
2. Changes to Policies and Procedures. LANES may change or amend the Policies and Procedures from time to time. LANES shall notify PARTICIPANT of any change in the Policies and Procedures at least sixty (60) calendar days prior to the implementation of those changes or amendments, unless LANES determines that an earlier implementation date is required to address a legal requirement, a concern regarding the confidentiality, privacy, or security of Patient Information, or an emergency situation. The most recent version of the Policies and Procedures shall be made available on LANES' website.
3. Termination Based on Objection to Policy or Procedure. If PARTICIPANT objects to a revised or amended Policy or Procedure made pursuant to Section XI.2 (Changes to Policies and Procedures) that affects a material right or obligation of PARTICIPANT or which PARTICIPANT believes, in its reasonable discretion, would make it noncompliant with a law, guidance, or a contract, then PARTICIPANT may terminate this Agreement by giving LANES written notice within sixty (60) calendar days following LANES' notice of the revised or amended Policy or Procedure; provided, however, that PARTICIPANT may terminate this Agreement immediately if it is

necessary to maintain statutory and regulatory compliance. If LANES does not cure the issue to PARTICIPANT's reasonable satisfaction during that sixty (60) calendar day timeframe, termination of this Agreement shall be effective after the sixty (60) day timeframe, unless otherwise agreed to by the Parties. LANES may decide in its discretion to refrain from implementing the amendment to which PARTICIPANT has objected, in which event this Agreement shall not be terminated and shall continue in force and effect, and upon which LANES shall provide PARTICIPANT with written notice of its decision not to implement such amendment within the above timeframes.

- XII. COMPLETE UNDERSTANDING.** This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the Parties, and supersede all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to the Section XI.1 (Amendments) of the Agreement and signed by both Parties.

SIGNATURE PAGE

IN WITNESS WHEREOF AND IN CONSIDERATION of the recitals, covenants, conditions and promises herein contained, and for other valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, LANES and PARTICIPANT have executed this Agreement as of the Effective Date set forth in Section XIV (Effective Date):

LOS ANGELES COUNTY DEPARTMENT OF MEDICAL EXAMINER-CORONER

Signed: _____

Name: _____

Title: _____

Date: _____

Address for purposes of notices:

**LOS ANGELES NETWORK FOR
ENHANCED SERVICES**

Signed: _____

Name: _____

Title: _____

Date: _____

Address for purposes of notices:

Exhibit A

PARTICIPATION FEES

[Drafter's Note: Confirm as accurate for PARTICIPANT.]

I. Participation Fees

Description	Fees
LANES Subscription Fee	\$20,000 for first two years Subject to the additional terms and conditions below.

II. Additional Fees

Description	Fees
Premium Features, Tools or Services	TBD
Additional Fees as Mutually Agreed to by the Parties	LANES shall provide a description and proposed Additional Fees for Additional Services to be discussed, which shall be documented in an Amendment or Change Order.

III. Additional Terms and Conditions

1. Payments. Participation Fees shall be paid in accordance with terms in Section V.5 (Fees and Other Charges) of this Agreement. For Year 1, fifty percent (50%) of the Participation Fees are due on the Effective Date. The remaining fifty percent (50%) of the Participation Fees for Year 1 shall be due ninety (90) days after the Effective Date. For Year 3 and thereafter, Participation Fees are due annually on the anniversary date of the execution of this Agreement.
2. Time Period for Fees. The Participation Fees shall be applicable to all services described in the Agreement as of the Effective Date, for two (2) years from the Effective Date.
3. Adjustments to the LANES Subscription Fee. Upon expiration of the two-year period provided in II.2 (Time Period for Fees), either Party may request to amend the Participation Fees on the anniversary date of the Agreement by giving the other Party at least ninety (90) days written notice prior to the anniversary date of the Agreement.

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

Exhibit C

LANES PRIVACY AND SECURITY POLICIES

In addition to other data privacy and security obligations under this Agreement, this Exhibit C summarizes the Security and Privacy Safeguards and Controls with which LANES shall comply.

1. Definitions

- a. “Personally Identifiable Information” (hereto after referred to as PII) means any information that, alone or in combination with other information can be used to identify, locate, or contact an individual, including, without limitation, an individual’s name, address, social security number, credit card number, education records, medical records, email addresses, telephone numbers, as well as information that constitutes “personal data”, and which includes Patient Information.
- b. “Protected Health Information” (hereto after referred to as PHI) means any information about health status, provision of health care, or payment for health care that is created or collected by a Covered Entity (or a Business Associate of a Covered Entity), and can be linked to a specific individual.

2. Security & Privacy Policies

LANES shall Process the PII and/or PHI provided by Participant pursuant to the Master Service Agreement and Business Associate Agreement. LANES and the Participant agree to the following implementation specifications in regard to the handling of any and all LANES and/or Participant PII and/or PHI:

- a. Information Security Plan
 - i. This policy defines physical, technical, and administrative controls required to protect Information, including ePHI, and Information Systems. All users of Information and Information Systems must become familiar with the requirements in this central policy document and any additional supplemental policy documents. This policy and supplement policy documents are in compliance with the HIPAA Security Rule, 45 C.F.R. Part 164, subpart C, and the NIST CSF Framework. Users should promptly report any conflict between this policy and existing laws or regulations to the CISO.
- b. PII and PHI Minimal Use Policy
 - i. This document describes how workforce members of LANES must make reasonable efforts to limit their use or disclosure of PII and/or PHI from an outside party to the minimum necessary to accomplish the intended purpose of the use, disclosure or request. This policy complies with HIPAA minimum use and disclosure standards.

- c. Patch Management Policy
 - i. This document describes the requirements for maintaining up-to-date operating system security patches on all LANES owned and managed workstations and servers.
- d. Access Control and User Identification & Authorization Policy
 - i. This document describes the requirements for ensuring access controls to protect information systems, Personally Identifiable Information (PII) and/or Protected Health Information (PHI) and ensure the confidentiality, availability and integrity of data.
- e. Security and Privacy Training and Awareness Training Policy
 - i. This document describes the requirements for ensuring security awareness and training controls to protect information systems, Personally Identifiable Information (PII) and/or Protected Health Information (PHI) and ensure the confidentiality, availability and integrity of data.
- f. Equipment and Media Disposal Policy
 - i. This Equipment and Media Disposal Policy is designed to protect organizational data stored on the equipment or media being removed from service. This policy is intended to protect LANES by protecting data to meet confidentiality and privacy requirements. This Equipment and Media Disposal Policy requires the asset tracking inventory be kept up to date as equipment is removed from service. This policy is in accordance with NIST SP 800-88 Revision 1: Guidelines for Media Sanitation.
- g. Employee Screening and Background Check Policy
 - i. The purpose of this policy is to outline the process to appropriately screen potential and/or current employees of LANES. These rules are in place to protect the employee and LANES to reduce the likelihood or severity of internal risks or legal issues.
- h. Acceptable Use Policy
 - i. The purpose of this policy is to ensure uniform and appropriate use of its network, computer, and telecommunication resources.
- i. Backup Recovery Disaster and Business Continuity Policy
 - i. The purpose of this policy is to establish standards to back-up the Information stored on the Information Systems, reduce the potential risk to these events, and to minimize disruption in the availability of the Information and Information Systems. The principles set forth in this policy must be extended to relevant Vendors of Company having possession of Information (e.g., cloud providers, ASP services, etc.).
- j. Company-Provided Mobile Device and Computer Policy
 - i. This policy defines the information security requirements for the protection of Confidential Information on all Company-provided Mobile Devices (“Company-Provided Mobile Devices”). For purposes of this policy, “Mobile Devices” means laptops, notebooks, tablets, all personal wireless-enabled devices, including pagers, cellular phones, smart phones, mobile email devices, PDAs and other hybrid devices, and all portable storage media,

including flash drives, smart cards, tokens, etc.

k. Incident Response Policy

- i. This Incident Response Policy addresses incidents involving sensitive information, including breaches of unsecured Protected Health Information and breaches under California law. As a HIPAA Business Associate, LANES must report all security incidents, uses and disclosures in violation of its Business Associate Agreements (BAAs) and all breaches of unsecured PHI to its Covered Entity participants in accordance with the applicable BAA.

l. Personal Device Policy (BYOD)

- i. The purposes of this Policy are to establish rules for the possession and appropriate use of Personal Devices, ensure compliance by you (and by extension, the Company) with applicable laws, ensure you are aware of the implications of using your Personal Device for Company Business Purposes, protect Company's System from unauthorized use and malicious attack

m. Social Media Policy

- i. This Social Media Policy covers the permitted use by LANES employees of online social media and social media sites such as Facebook, LinkedIn, Twitter, Instagram, YouTube and Pinterest, blogs and other similar networking sites on the Internet in connection with Company business. The purpose of this Policy is to provide the requirements for your proper use of Social Media Sites when you are using them for Company business.

Exhibit D

PRIVACY AND SECURITY CHECKLIST

In addition to other data privacy and security obligations under this Agreement, these requirements apply to the parties' use, access, handling and distribution of: i) any of the Participant's Patient Information; and ii) any of the Deliverables used in or generated by the performance of the Agreement, including any of the LANES data and other Participants' Patient Information. The provisions contained in this Exhibit D are incorporated in their entirety into the Agreement.

1. Definitions

- 1.1 "Personally Identifiable Information" (hereto after referred to as PII) means any information that, alone or in combination with other information can be used to identify, locate, or contact an individual, including, without limitation, an individual's name, address, social security number, credit card number, education records, medical records, email addresses, telephone numbers, as well as information that constitutes "personal data", and which includes Participant Data.
- 1.3 "Process" (and its derivatives) means any operation or set of operations that is performed upon data such as PII and/or PHI, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- 1.4 "Protected Health Information" (hereto after referred to as PHI) means any information about health status, provision of health care, or payment for health care that is created or collected by a Covered Entity (or a Business Associate of a Covered Entity), and can be linked to a specific individual.

2. Standards on the Parties Handling of PII and/or PHI

LANES shall Process the PII and/or PHI provided by Participant pursuant to the Master Service Agreement and Business Associate Agreement. LANES and the Participant agree to the following implementation specifications in regard to the handling of any and all LANES and/or Participant PII and/or PHI:

2.1 Information Security and Privacy:

LANES and the Participant agree to have an Information Security Program, with documentation of an annual assessment of security practices. This shall include a Risk Management Plan documented, that addresses administrative, technical and physical safeguards. The Parties will have a formal policy about applying sanctions against workforce members who fail to comply with security policies and procedures. The

Parties will maintain a vulnerability management program, including patch management and system configuration standards. Each Party will have an Incident Management Plan (which may be part of a greater Continuity of Operations Plan and/or Disaster Recovery Plan) that address procedures to identify, respond to and mitigate any suspected or realized security incidents or privacy breaches, and will perform at least annual tests of the Incident Response Plan.

2.2 Access Controls

LANES and the Participant will each have an Access Policy that governs workforce access to PII and/or PHI, including role-based access control in accordance with job duties and requirements. Access controls will include mechanisms to authenticate user identity, to control access to workstations and computer systems, to authorize access to secure facilities, and to block access by unauthorized persons to areas where PII and/or PHI is stored.

Each Party will have an Acceptable Use Policy that addresses personnel utilization of systems, will conduct background checks of personnel and contractors upon hire, and have procedures to revoke or terminate access to PII and/or PHI within 24 hours when a workforce member is no longer employed or no longer requires access to PII and/or PHI. Each Party will document security-related repairs and modifications to the facility, and maintain secure workstation procedures, including physical control methods to prevent against theft or improper access, including a clean-desk policy.

Each Party will assign each user a unique identifier, require default passwords to be changed upon first usage, automatically log-off users after a period of inactivity, prevent a user from being logged into more than one session at a time, and utilize encryption methodology to protect PII and/or PHI in storage and in transit.

2.3 Training and Awareness

LANES and the Participant will provide regular security training to your workforce members, including periodic awareness reminders, and that trains workforce members about the risk of malware, viruses and phishing (and how to avoid them).

2.4 Audit and Logging

LANES and the Participant will monitor the activity on each of their own systems, and have a mechanism to authenticate the PII and/or PHI to ensure that it has not been altered. Each Party will have a mechanism to ensure that PII and/or PHI is not improperly modified during transmission, and ensure that PII and/or PHI is transmitted only to the intended party.

2.5 Device and Media Controls

LANES and the Participant will each ensure that devices storing PII and/or PHI are fully erased or physically destroyed upon no longer requiring them. The Parties will each

have procedures in place to completely erase PII and/or PHI from electronic devices before they are reused, and maintain an inventory of hardware and electronic media, including issuance and transfer of device/media. Each Party will have back-up procedures in place.

Exhibit E

SUMMARY OF BASE SERVICES PROVIDED BY LANES

I. Functional Capabilities:

1) Secure Access to clinical records

- (a) Secure, online access to patient records for all authorized healthcare providers.
- (b) Secure access to a complete patient record from within your EHR experience without the need to add another tool for access to community clinical data.

2) Delivery of Clinical Records

- (a) LANES can send in bulk format clinical content for your attributed patients

3) Access to a Subscription-based Notification Service

- (a) This service is an alert notification service that needs to be requested by the participating organization *HIGHLY RECOMMENDED
- (b) Customizable notifications to suite your specific care setting needs to configure when and how you receive such content.

4) Access of a Direct Secure Messaging

- (a) An exclusive environment for health care to send and receive clinical content in an email like environment design specifically for PHI and health care professionals.

5) Consent Management

- (a) Adherence to patient consent wishes for each participating organization.

6) Standard Base Data Exchange

- (a) LANES support many different types of interoperability and data exchange standard and will continue to adopt and adhere to advances in interoperability.

7) Master Patient Index

- (a) Patient matching is at the core of LANES and we provide an industry leading solution to ensure high rate of patient matching as we aggregate clinical content across disparate EMRs and other clinical systems to a single ID.

8) Data Aggregation Services

- (a) LANES will provide an aggregated, cleansed and normalized set of clinical content to you regardless of how we receive it and we will provide a patient record with your unique identifiers, so you don't have to match patients

II. Onboarding Services:

1) Clinical Implementation Services

- (a) We will provide a limited number of training (train-the-trainer) sessions to your staff and your super users with materials so that you are able to go at your own pace in learning and using all the services offered by LANES. For portal users, LANES will provide a Portal User Guide.

2) Help Desk and PARTICPANT Support Services

- (a) Our help desk is available to help you with your concerns and issues related to developing best practices for your organization. We have skilled staff to address and manage your request between the hours of 9-5 (M-F) Pacific Time or you can submit questions, comments or request to support@lanesla.org.

Details regarding data elements and transaction types will be determined during project scope sessions and agreed upon in the statement of work.

EXHIBIT B
LANES DATA EXCHANGE PARTICIPATION AGREEMENT
BUSINESS ASSOCIATE AGREEMENT

LANES and Participant are parties to a Data Exchange Participation Agreement (the "DEPA"). Participant is a Business Associate as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

LANES performs or provides functions, activities or services to Participant that require LANES in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, LANES is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between Participant and LANES in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by LANES if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by LANES in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean LANES.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean Participant.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Participant. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject

of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received
- 1.16 by LANES from or on behalf of Participant. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Participant, and includes Protected Health Information that is made accessible to LANES by Participant. "Protected Health Information" includes Electronic Protected Health Information.
- 1.17 "Required by Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.18 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.
- 1.19 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.20 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Participant's status as a Business Associate.
- 1.21 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.22 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.23 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within LANES's internal operations. (See 45 C.F.R § 164.103.)

- 1.24 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 LANES may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 LANES may Use Protected Health Information for de-identification and may de-identify Protected Health Information as permitted by 45 C.F.R. § 164.514.
- 2.3 LANES may Use or Disclose Protected Health Information as Required by Law.
- 2.4 LANES shall make Uses and Disclosures and requests for Protected Health Information consistent with the Participant's applicable Minimum Necessary policies and procedures.
- 2.5 LANES may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 LANES may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or LANES obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies LANES of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 LANES may provide Data Aggregation services as permitted by the DEPA and HIPAA (45 C.F.R. § 164.501), including data analytics services and population-based activities relating to the Health Care Operations of Participant and other covered entities.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 LANES shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 LANES shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Participant, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 LANES shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 LANES shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 LANES shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 LANES shall report to Participant any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.2 LANES shall report to Participant any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which LANES becomes aware.
 - 5.2.1 LANES shall report to Participant any Security Incident of which LANES becomes aware.
 - 5.2.2 LANES shall report to Participant any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to LANES or, by exercising reasonable diligence, would have been known to Business Associate. LANES shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.3 Except as provided in Section 5.3, for any reporting required by Section 5.1, LANES shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.3.1 LANES shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to [insert telephone number of LANES Participant] that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.3.2 LANES shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by LANES of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to, HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by LANES to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps LANES believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what LANES is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.3.3 If LANES is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, LANES shall provide such information promptly thereafter as such information becomes available.

5.4 LANES may delay the notification required by Section 5.1.3, if a law enforcement official states to LANES that notification would impede a criminal investigation or cause damage to national security.

5.4.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, LANES shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.4.2 If the statement is made orally, LANES shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than thirty (30) days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, LANES shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of LANES is made aware of its status as a LANES with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to LANES with respect to such information.

- 6.2 LANES shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, LANES shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, LANES shall immediately notify Participant.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Participant in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of LANES so as to enable LANES to comply with the provisions of Section 18.4.
- 6.7 LANES shall provide to Participant, at Participant's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Participant determines that Protected Health Information is maintained by LANES or its agents or Subcontractors in a Designated Record Set, LANES shall, within two (2) business days after receipt of a request from Participant, make the Protected Health Information specified by Participant available to the Participant so the Participant can provide a copy of the specified Protected Health Information to the Individual(s) or other person(s) requesting such Protected Health Information, in order for Participant to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from LANES or its agents or Subcontractors, LANES shall notify Participant in writing within two (2) days of the receipt of the request. LANES shall have the right to comply with an individual's properly authorized consent, request or instructions

with respect to the individual's access to and sharing of his or her Protected Health Information as required or permitted by applicable law.

- 7.3 To the extent that LANES maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, LANES shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Participant and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Participant determines that any Protected Health Information is maintained by LANES or its agents or Subcontractors in a Designated Record Set, LANES shall, within ten (10) business days after receipt of a written request from Participant, make any amendments to such Protected Health Information that are requested by Participant, in order for Participant to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from LANES or its agents or Subcontractors, LANES shall notify Participant in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Participant.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 LANES shall maintain an accounting of each Disclosure of Protected Health Information made by LANES or its employees, agents, representatives or Subcontractors, as is determined by Participant to be necessary in order to permit Participant to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by LANES under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, LANES shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 LANES shall provide to Participant, within ten (10) business days after receipt of a written request from Participant, information collected in accordance with Section 9.1.1 to permit Participant to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from LANES or its agents or Subcontractors, LANES shall notify Participant in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within thirty (30) days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent LANES is to carry out one or more of Participant's obligation(s) under Subpart E of 45 C.F.R. Part 164, LANES shall comply with the requirements of Subpart E that apply to Participant's performance of such obligation(s).

10.2 LANES shall comply with all HIPAA Rules applicable to LANES in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 LANES shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by LANES on behalf of Participant available to the Secretary for purposes of determining Participant's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, LANES shall immediately notify Participant of any requests made by the Secretary and provide Participant with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 LANES shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by LANES in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 LANES shall, to the extent Participant determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Participant to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 LANES shall notify, subject to the review and approval of Participant, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by LANES shall be written in plain language, shall be subject to review and approval by Participant, and shall include, to the extent possible:
- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what LANES is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Participant, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 LANES shall reimburse Participant any and all costs incurred by Participant, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Participant shall not be responsible for any costs incurred by LANES in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

LANES shall indemnify, defend, and hold harmless Participant, its Special Districts, elected and appointed officers, employees, and agents as described in Section VIII of the Data Exchange Participation Agreement. This Section 14 shall survive the termination or expiration of the DEPA if Personal Health Information is retained by LANES under Section 18.3.

15. OBLIGATIONS OF PARTICIPANT

15.1 Participant shall notify LANES of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and LANES shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Participant shall not request LANES to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Participant, except to the extent that LANES may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that

gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, LANES shall return or, if agreed to by Participant, shall destroy as provided for in Section 18.2, all Protected Health Information received from Participant, or created, maintained, or received by LANES on behalf of Participant, that Business Associate, including any Subcontractor, still maintains in any form. LANES shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or LANES determines that any such Protected Health Information is necessary for LANES to continue its proper management and administration or to carry out its legal responsibilities, LANES may retain, at Business Associate's own cost, that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for LANES to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information. Business Associate's obligation under this Section 18.3, to the extent that such Protected Health Information continues to be retained, shall survive termination of the DEPA until the return or destruction of such Protected Health Information. Business Associate's current policy relating to the return or destruction of Protected Health Information is set forth in Exhibit B-1 to this Business Associate Agreement.
- 18.3.1 LANES shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and LANES shall not Use or Disclose such Protected Health

Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 LANES shall return or, if agreed to by Participant, destroy the Protected Health Information retained by LANES when it is no longer needed by LANES for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 LANES shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Participant, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Participant reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether LANES is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17.

19.2 Participant and LANES shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Participant shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Participant inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve LANES of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Participant any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Participant's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by LANES of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Participant's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of LANES's obligations related to Inspection and/or Audit and/or similar review in the

applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Participant makes no warranty or representation that compliance by LANES with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Participant or LANES to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

IN WITNESS WHEREOF AND IN CONSIDERATION of the recitals, covenants, conditions and promises herein contained, and for other valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, LANES and PARTICIPANT have executed this Agreement.

PARTICIPANT

Signed: _____

Name: _____

Title: _____

Date: _____

**LOS ANGELES NETWORK FOR
ENHANCED SERVICES**

Signed: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B-1 to BAA

LANES Policy on the Return or Destruction of Protected Health Information

The purpose of this Policy is to describe LANES' policies and procedures with respect to the return or destruction of Protected Health Information, including compliance with HIPAA, compliance with LANES' Business Associate Agreements and the desire to accommodate requests from participants in the LANES HIO with respect to the return or destruction of Protected Health Information. Due to the existing functionality contained and available in the LANES HIO software platform, currently it is not reasonably feasible to return or destroy large or substantial volumes of Protected Health Information as such activities entail a significant amount of manual activities and intervention by LANES personnel. LANES will use commercially reasonable efforts to update the HIO software platform as new releases and enhancements are made available to LANES. will cooperate in good faith with participants that request the return or destruction of Protected Health Information at fees to be paid by Participant equal to the cost of efforts to return or destroy the information.

As new functionality and capabilities allow for more automated methods for the return or destruction of Protected Health Information, LANES will revise this Policy as appropriate to maintain compliance with HIPAA, LANES' Business Associate Agreements and requests from participants in the LANES HIO relating to the return or destruction of Protected Health Information.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/31/2022	
BOARD MEETING DATE	9/13/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Probation Camp Glenn Rockey Closed-Circuit Television Project	
PROGRAM	Capital Programs	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Certain proposed Closed-Circuit Television (CCTV) components must match other products in use at Central Juvenile Hall and other Probation Department facilities.	
DEADLINES/ TIME CONSTRAINTS	Board letter must be adopted on September 13, 2022, in order to prevent project completion delays. Many items with electronic chips currently have approximately 20 weeks or longer lead time.	
COST & FUNDING	Total cost: \$3,631,000	Funding source: Sufficient funding is available in Capital Project No. 87699 to fund the project
	TERMS (if applicable): N/A	
	Explanation:	
PURPOSE OF REQUEST	Approval to establish the project and adopt, advertise, and award the construction contract.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Installation of a CCTV security system, appurtenant infrastructure upgrades, and limited Wi-Fi infrastructure to support proposed future Wi-Fi upgrades.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Construction bid requirements support and encourage equity.	
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: Board Priority No. 3 – Care First Jails Last/Justice Reform. This project will support the proposed CCTV Project that will provide safety and security to both detained youth and staff.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov	

PROBATION CAMP GLENN ROCKEY CLOSED-CIRCUIT TELEVISION PROJECT



1900 SYCAMORE CANYON ROAD, SAN DIMAS, CA 91773

September 13, 2022

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

Dear Supervisors:

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
PROBATION CAMP GLENN ROCKEY
CLOSED-CIRCUIT TELEVISION PROJECT
ESTABLISH CAPITAL PROJECT AND APPROVE BUDGET
ADOPT, ADVERTISE, AND AWARD
SPECS. 7702; CAPITAL PROJECT NO. 87699
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the Probation Camp Glenn Rockey Closed-Circuit Television Project, approve the project budget, adopt plans and specifications, direct the advertising for construction bids, and authorize Public Works to award and execute a construction contract for the project located in unincorporated Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed project 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 Probation Camp Glenn Rockey Closed-Circuit Television Project, Capital Project No. 87699, and approve the project budget of \$3,631,000.
3. Adopt the plans and specifications that are on file with Public Works for the project and make a finding that the items specified as sole source items in the plans and specifications are the only such items available to match other products in use at Central Juvenile Hall and other Probation Department facilities and may be designated by specific brand name in accordance with State Public Contract Code Section 3400.

4. Instruct the Executive Officer of the Board to advertise the project for bids to be received and opened on October 26, 2022, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
5. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule for \$5,000 not-to-exceed amount funded by the project funds.
6. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in bid submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute the construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder if the contract can be awarded within the approved project budget. Establish the effective date of the contract upon receipt of acceptable performance bonds, payment bonds, and required contractor insurance by Public Works, and to take all other actions necessary and appropriate to deliver the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed Probation Camp Glenn Rockey Closed-Circuit Television (CCTV) Project exempt from the California Environmental Quality Act (CEQA); establish Capital Project No. 87699; approve the project budget; adopt plans and specifications; find the project has properly designated certain products by specific brand name; direct the advertising for construction bids; and authorize Public Works to award and execute a construction contract for the project.

Project Description and Background

The proposed CCTV Project is located at Camp Glenn Rockey, a Probation facility at 1900 Sycamore Canyon Road, San Dimas, CA 91773 in unincorporated Los Angeles County. Implementation of this project will provide improved safety and security to both detained youth and staff.

Due to the nature of the facility's operations, CCTV systems are necessary to ensure safety and proper monitoring of individuals on-site. Providing managers and designated

staff with the ability to monitor the facility's daily activities, including remote monitoring, allows them to identify and deescalate potential incidents, summon support as applicable, confirm compliance with various policies and procedures, and provide a visual record for follow-up.

The ability to play back video recordings is an important tool for management and oversight entities to conduct post-incident reviews to determine compliance with policy and to identify adaptations of policies based on lessons learned and emerging industry expectations and practices.

Video recordings are also an important tool to clarify actions by staff, youth, and others, particularly matters involving policy compliance at the facility and appropriate care and treatment of individuals housed at the facility. Video recordings supports transparency of operations to the courts, oversight entities, families, and community members.

The scope of work for the proposed CCTV Project includes the installation of a security system with new CCTV cameras and network infrastructure, including a fiber-optic backbone and fiber patch panels to connect the equipment and servers, monitoring stations, video and audio management systems, software applications, and video and audio storage systems. Additionally, the CCTV Project also includes installation of new cooling systems in the archiver rooms, which will help mitigate the added heat loads generated by the data recording and storage equipment. Improvements to the electrical infrastructure includes new transformer and new sub panel in the primary archiver room and new circuit breakers in exiting electrical panels serving two archiver rooms. To facilitate future Wi-Fi access, identified data distribution infrastructure in specific exterior locations will also be installed within the scope of work of this project.

Public Works has completed the design and project estimating services and obtained jurisdictional approvals to proceed with construction. The CCTV Project will be delivered via design-bid-build contracting. It is anticipated that, if approved, construction would begin in December 2022 and will be completed in January 2024.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.2, Embrace Digital Government for the Benefit of our Internal Customers and Communities, Objective III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets. These recommendations contribute to this goal by investing in public

infrastructure that will maximize the effectiveness of the process, structure, and operations to support timely delivery of public service.

FISCAL IMPACT/FINANCING

The total project cost is currently estimated at \$3,631,000 (see Enclosure A), which includes the plans and specifications, jurisdictional approvals, consultant services, Civic Art, construction, change order contingency, and County services.

Sufficient appropriation is available in the Camp Glenn Rockey CCTV Project, Capital Project No. 87699, in the Fiscal Year 2022-23 Capital Projects/Refurbishments Budget to fully fund the proposed project.

Operating Budget Impact

Based on the project description, Probation Department anticipates operating and system maintenance costs upon project completion. Probation Department will submit to the Chief Executive Office a funding request through the budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed CCTV Project will be advertised in accordance with Section 20125 of the State Public Contract Code.

A standard construction contract, in a form previously approved by County Counsel, will be used that contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015).

To ensure the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law/payroll violations, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractor will be considered before making an award.

The plans and specifications include the contractual provisions and material requirements necessary for the project and are on file with Public Works' Business Relations and Contracts Division.

The State Public Contract Code Section 3400 allows a product to be designated by specific brand name for any of the following purposes: to determine the product's suitability for future use, to match other products in use on a completed public improvement, to obtain a necessary item that is only available from one source, or to respond to an emergency declared by the State or local agency. See Enclosure B for items designated by specific brand names referenced in the proposed CCTV Project plans and specifications, as well as purposes in compliance with Section 3400 of the State Public Contract Code. The Notice of Inviting Bids includes language describing this finding.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will 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 will also include a job coordinator who will facilitate the implementation of the targeted hiring requirement of the policy.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed CCTV Project budget includes 1 percent of the eligible design and construction costs in the amount of \$28,000 to be allocated towards Civic Art Fund.

ENVIRONMENTAL DOCUMENTATION

The project is categorically exempt from CEQA. The project includes the following components: a CCTV security system, network infrastructure, cooling systems, and required electrical components. Therefore, the scope is 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) and (f), 15303 (d), and 15304 (f) of the State CEQA Guidelines; and Classes 1 and 4 (k) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because it includes maintenance and minor alterations to existing facilities, and installation of mechanical equipment at existing facilities.

Based on the records of the proposed CCTV Project, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to

Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemption inapplicable.

Upon the Board's approval of the project, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with California Public Resources Code 21152 and will post the Notice of Exemption to the County's website pursuant to Section 21092.2.

CONTRACTING PROCESS

Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (see Enclosure C).

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on the County's "Doing Business with Us" and "Do Business with Public Works" websites for open bids.

In addition, to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Consumer and Business Affairs to maximize outreach, as well as offering preferences to Local Small Business Enterprises in compliance with Los Angeles County Code, Chapter 2.204.

Participation in Public Works' Community Business Enterprises Outreach Program is encouraged for this project. Public Works monitors good faith efforts of bidders to utilize Community Business Enterprises.

An award by Public Works will be made upon review of the bids. The contract will be awarded to a responsible contractor who submits the lowest responsive bid meeting the criteria established by the Board and the State Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

During construction, Camp Rockey will remain operational. Construction will be sequenced to minimize disruptions to Probation services.

The Honorable Board of Supervisors
September 13, 2022
Page 7

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:cl

Enclosures

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Internal Services Department
Probation Department

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/31/2022
BOARD MEETING DATE	9/13/2022
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)	Probation Department (Probation)
SUBJECT	Request to rescind the Board's October 5, 2021, order freezing hiring within Probation's Juvenile Institutions Services (JIS) budget unit.
PROGRAM	Pretrial 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
DEADLINES/ TIME CONSTRAINTS	Probation seeks Board approval to expedite rescinding the JIS hiring freeze to ensure safety and security of detained youth, partner agency staff, visitors, and our team members. A sufficient number of staff are vital for maintaining a safe and secure work environment in our juvenile halls, and for the provision of staffing ratios and services to youth in compliance with the Board of State and Community Correction regulations, California Department of Justice corrective actions, and oversight entity and community expectations.
COST & FUNDING	Total cost: No new funding required Funding source: Existing appropriation
	TERMS (if applicable): N/A
	Explanation: Sufficient funding already exists in Probation's budget.
PURPOSE OF REQUEST	Probation requests the lifting of the JIS hiring freeze to ensure safety and security within juvenile halls, to provide adequate staff to deliver rehabilitative services, and to comply with various regulatory requirements and with provisions of legal settlements.
BACKGROUND (Include internal/external issues that may exist including any related motions)	Almost a year since the Board's October 5, 2021, action freezing hiring within Probation's JIS budget unit, attrition and staff unavailability to perform the full range of duties of their respective classifications is straining our ability to sustain adequate staffing of the juvenile halls. Our Board letter outlines some of the innovative staffing supplements we have implemented, and some of the ancillary impacts resulting from those innovations. Of the 807 funded youth supervision items allocated to juvenile halls, only about 150 (19%) are available for full duty assignment. Our depleted staffing is untenable and unsustainable for effective supervision and programming for youth in our care.
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: Care First Jails Last/ - Diverting the individuals to meet their service needs such as housing, employment, education, and treatment (substance abuse, mental health, and trauma).
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Karen Fletcher, Chief Deputy: (562) 940-2513, KL Fletcher@probation.lacounty.gov Robert Smythe, Administrative Deputy: (562) 940-2516, Robert.Smythe@probation.lacounty.gov



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2501



September 13, 2022

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

Dear Supervisors:

REQUEST TO RESCIND THE JUVENILE INSTITUTIONS SERVICES HIRING FREEZE (ITEM NO. 54, AGENDA OF OCTOBER 5, 2022, BULLET POINT 2)

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The County of Los Angeles Probation Department (Probation or Department) requests the Board of Supervisors (Board) rescind the hiring freeze applicable to Probation's Juvenile Institutions Services (JIS) budget unit to ensure safety and security of detained youth, partner agency staff, visitors, and our team members. Rescinding the hiring freeze also supports compliance with various regulatory mandates and oversight agreements.

IT IS RECOMMENDED THAT YOUR BOARD

Rescind the Probation JIS budget unit hiring freeze thus allowing the Department to re-start the process of recruiting, hiring, and training entry level juvenile hall staff, and promoting qualified staff to positions of higher-level responsibility.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 5, 2022, the Board of Supervisors (Board) approved various recommendations of the Chief Executive Officer pertaining to the fiscal year 2021-22 adopted budget. Included in these recommendations was a hard hiring freeze over Probation's JIS budget unit. The JIS budget unit provides appropriation authority for the operation and staffing of juvenile halls, camps, camp community transition program, and transportation services.

Probation respectfully requests the lifting of the JIS hiring freeze to ensure safety and security of detained youth, partner agency staff, visitors, and our team members. Hiring for the JIS budget unit supports the Department's implementation of recommendations of the California Department of Justice, and compliance with staff-to-youth supervision ratios mandated by regulations overseen by the California Board of State and Community Corrections (BSCC). Probation's inability to hire jeopardizes compliance with BSCC regulations and adherence to the provisions of the California Department of Justice settlement agreement.

A sufficient number of staff are a vital factor in each juvenile hall's ability to provide supervision ratio compliance, ensure safety of youth and all who serve youth in our care, and deliver competent and timely programs and therapeutic services. Shortages or minimum staffing does not readily lend itself to being responsive to the culture and tone within each juvenile hall living unit to provide timely intervention before an incident occurs, and to provide effective de-escalation and safe crisis management if violence appears to be imminent or is underway. Staff fatigue and/or perishable familiarity with effective youth supervision policy compounds the challenges of effective supervision and intervention.

It has been almost a year since the Board's approval of the JIS hiring freeze. Over the course of those months, the Department has experienced a combination of customary staff attrition, and various other factors that impact staffing such as workers' compensation matters, staff unavailability due to illness and/or medical conditions, and Family and Medical Leave Act absences. For context purposes, our attrition over the last year included 130 direct youth supervision staff and the hiring of 31.

Our juvenile halls have approximately 807 budgeted youth supervision positions. Of those 807 positions, currently only 180 (22%) represent able bodied youth supervision staff. The remaining 627 (78%) are either vacant, unavailable for work, or have temporary work restrictions that do not allow them to supervise detained youth. This depleted staffing pool is untenable for effective supervision and programming for youth without some extraordinary and unsustainable staffing supplements as described herein.

Table 1, below, highlights the current juvenile hall budgeted youth supervision (Peace Officer) staff positions, vacancies, and major categories of unavailability.

**Juvenile Halls Staffing
As of July 2022
Table 1**

Description	Count	Percentage
Total Positions Budgeted	807	
Vacancies	(370)	46%
Staff on Leave	(257) ⁽¹⁾	32%
Staff Available	180	22%
Call-Outs Per Shift	(30) ⁽²⁾	4%
Net Staff Available	150	19% ⁽³⁾

(1) "Staff on Leave" is primarily workers' compensation, personal medical, or Family and Medical Leave Act needs.

(2) Call-outs vary from 30 to 50 per shift depending on the day and the shift.

(3) Amounts rounded to nearest whole number.

Juvenile hall staff are generally assigned to one of three shifts. Our two daytime shifts require approximately 125 staff per shift (combining both juvenile halls for discussion purposes), and the sleeping hours shift requires approximately 90 staff per shift.

As Table 1 demonstrates, we do not have sufficient available full-duty juvenile hall staff to adequately staff the facilities. Therefore, we are utilizing the following measures to support staffing needs:

- Deployments – Collaborating with our labor partners for a process of deployment of field Deputy Probation Officers (DPO) and Supervisors. We are deploying over 950 staff per month from juvenile and adult field operations. This is not sustainable as deployment of field staff impacts client services including engagement with their DPO and linkages of clients with community-based providers who deliver supports such as housing, food security, employment, and healthcare.
- Staff Hold-Overs – We are unfortunately at times dependent upon holding staff beyond their scheduled shift to ensure sufficient staffing. This too is unsustainable due to staff fatigue and the substantial amount of time staff are separated from their families.
- Volunteers – Some camp and field staff volunteer to support our juvenile hall colleagues.
- Utilization of camp DPOs – We have temporarily assigned some camp DPOs to support juvenile halls.
- Alternatives to Detention – We are proactive at directing youth as applicable to alternatives to detention such as community-based supervision, electronic monitoring, a relative caregiver, or placement. In addition, camp youth who are

moved to a juvenile hall for specialty medical care are returned to camp as soon as possible.

- Requesting Hiring Exemptions – Concurrent with this request to your Board, we have recently been approved by the Chief Executive Office to fill up to 150 juvenile hall sworn positions. This exception to the hiring freeze is greatly appreciated. However, rescinding the hiring freeze remains essential as we move to address attrition, oversight entity expectations, a growing population of youth returning from State facilities, and to fill non-Peace Officer items within juvenile halls that are also impacted by the freeze.

As noted above, some of the necessary measures we have taken to provide staffing for juvenile halls are not sustainable. We are effectively depleting camp and field effectiveness by diverting these staff to juvenile halls. In addition, the nature of deployments results in inconsistent familiarity of staff with juvenile hall youth which represses the building of trusted relationships and mentoring that are vital to the support of detained youth, and to generate staff and youth feelings of safety and well-being. Furthermore, holding staff over for more than one shift causes fatigue which can lead to ineffective decision-making and weakened focus on youth supervision.

Probation is collaborating with the Department of Human Resources to address issues such as extended periods of workers' compensation absences and repeated or patterns of call-outs. These matters include tedious reviews of workers' compensation files, doctors' notes and the potential for workplace accommodation, and where necessary the implementation of progressive performance management techniques.

Peace officer staff within Probation generally start their careers within juvenile halls. Per the structure defined within labor Memorandums of Understanding, these new hires promote within juvenile halls or to camp positions, subsequently they promote or transfer to field DPO positions, and/or pursue opportunities for supervisory and management positions throughout the Department. Thus, the freeze on juvenile hall hiring effectively stops the continuum of movement of staff to camps and subsequently to field DPO and leadership positions.

Juvenile hall leadership are unable to release staff to camp or field promotions due to the detrimental impact on compliance with minimum staffing ratios. The longer the JIS freeze remains in place, the greater the impact of staff attrition on client services delivered by camp and field staff. In addition, many of the Department's field DPO positions are extensively or entirely revenue offset. If those positions are unfilled, the Department is unable to claim field operations' staffing expenses to draw-in available revenue streams.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action is consistent with the County of Los Angeles Strategic Plan, Goal I: Make Investments That Transform Lives. Specifically, it will address Strategy I.3 to Reform Service Delivery Within Our Justice Systems.

FINANCIAL IMPACT/FINANCING

There is no net County cost for this recommendation. Sufficient ongoing appropriation and item classification authority already exists in Probation's budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Juvenile hall facility minimum staffing ratios are defined within BSCC Title 15, *Minimum Standards for Juvenile Facilities*, §1321. These regulations generally define daytime staffing ratio minimums as one staff for every ten youth, and one staff for every thirty youth during youth sleeping hours. Title 15 further clarifies that juvenile halls shall have an adequate number of personnel sufficient to carry out the overall facility operation and its programming, to provide for safety and security of youth and staff, and to meet established standards and regulations. Title 15 operative word is "minimum," which does not imply it is sufficient given the extensive safety, service, administrative, and compliance responsibilities of our youth supervision staff.

IMPACT ON CURRENT SERVICES

Rescinding of the hiring freeze for JIS will allow the Department to address attrition, staffing shortage and address safety and security concerns. The recommended action will allow help to minimize the current need to deploy field and camp staff to assist with supervision coverage at the juvenile institutions.

Respectfully submitted,

Adolfo Gonzales
Chief Probation Officer

AG:RS:TH

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



Office of Inspector General County of Los Angeles

Reform and Oversight Efforts: Los Angeles County Sheriff's Department

**April to June
2022**

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INTRODUCTION

This report provides an overview of the Office of Inspector General's regular monitoring, auditing, and review of activities related to the Los Angeles County Sheriff's Department occurring between April 1, 2022, and June 30, 2022.¹

MONITORING SHERIFF'S DEPARTMENT'S OPERATIONS

Deputy-Involved Shootings

The Office of Inspector General reports on all deputy-involved shootings in which a deputy intentionally fired a firearm at a human, or intentionally or unintentionally fired a firearm and a human was injured or killed as a result. This quarter there were six incidents in which people were shot or shot at by Sheriff's Department personnel. The Office of Inspector General staff responded to each of these deputy-involved shootings. Three people were struck by deputies' gunfire, one fatally.

The information in the following shooting summaries is based on the limited information provided by the Sheriff's Department and is preliminary in nature. While the Office of Inspector General receives information at the walk-through at the scene of the shooting, receiving preliminary memoranda with summaries, and by attending the Sheriff's Department Critical Incident Reviews, the statements of the deputies and witnesses are not provided until the investigation is complete. The Sheriff's Department does not permit the Office of Inspector General's staff to monitor the on-going investigations of deputy-involved shootings, does not provide access to the full body-worn camera videos of deputies involved in the incident, and does not comply with lawful requests for documentation of these investigations.

Industry: The Sheriff's Department reported that on April 1, 2022, at approximately 4:23 p.m., Industry Station deputies responded to a call of a possible arson. The caller, the suspect's sister, reported that her brother was inside a pickup truck parked in front of her home and was threatening to burn down the property with a bottle of gasoline he had in his possession. Earlier in the day, the sister had made two calls to report vandalism to her car and her belief that her brother was responsible. Upon arriving at the location, three deputies saw a lone male Hispanic seated in the driver's seat of the truck in front of the caller's location.

¹ The report will note if the data reflects something other than what was gathered between April 1, 2022, and June 30, 2022.

The deputies parked their patrol cars about twenty feet away from the man's truck and gave several verbal commands for the suspect to exit his vehicle. The man suddenly accelerated his truck toward the deputies and drove around the patrol vehicles, drove onto the sidewalk and fled.

Deputies initiated a short vehicle pursuit of the suspect, who made a U-turn and drove back onto the driveway of his sister's home. He then exited the vehicle and ran to the side of the garage while holding a pointed metal object.

Deputies gave him several commands to drop the weapon, but the suspect refused to comply. Deputies fired less lethal 40mm rounds at the suspect, which had no effect. While still holding the metal object, the suspect turned to advance toward one of the deputies, and a deputy fired three rounds at the suspect, striking him. The deputies approached him and rendered aid. The suspect was then transported to the hospital with non-life-threatening injuries. The metal object the suspect had was identified as a six-inch screwdriver.

The shooting was captured on body-worn cameras. Portions of the video were shown at the Sheriff's Department's Critical Incident Review. The Sheriff's Department has not provided the Office of Inspector General with access to its body-worn camera videos; thus, the Office of Inspector General does not know whether the cameras were properly activated as required by Sheriff's Department policy.

This is the third shooting for the involved deputy.

Areas for Further Inquiry

What did the man's sister tell the Department during the three calls for service that day? Was there any mention of mental illness or substance abuse? Did the deputies consider requesting the Mental Evaluation Team when the man refused to exit the truck? What was the shooting backdrop and were any persons in the line of fire?

East Los Angeles: The Sheriff's Department reported that on April 15, 2022, at approximately 11:30 p.m., two East Los Angeles Station deputies were on patrol, when they observed a vehicle driving in the opposite direction. They saw the front passenger, a male Hispanic, point a firearm at them. The deputies made a U-turn and attempted to conduct a traffic stop. The male Hispanic driver failed to yield resulting in a vehicle pursuit. Approximately four minutes later, with deputies still in pursuit, the driver drove up a ramp to a private business and rammed his vehicle into a chain link fence. The front passenger exited the vehicle and ran past the fallen fence, and out of view. The driver reversed his vehicle and collided with the front bumper of the deputies' patrol

vehicle. The deputy in the driver's seat, shot twice at the suspect's car from inside the patrol vehicle.

No one was hit. The driver and rear passenger, a Hispanic woman, remained inside the vehicle and were detained without further incident. A containment was established in an attempt to apprehend the front passenger. He was not located and remains outstanding at this time. A firearm was recovered from underneath the driver's seat of the vehicle.

The shooting was captured on body-worn cameras. Portions of the video were shown at the Sheriff's Department's Critical Incident Review. The Sheriff's Department has not provided the Office of Inspector General with access to its body-worn camera videos; thus, the Office of Inspector General does not know whether the cameras were properly activated as required by Sheriff's Department policy.

Areas for Further Inquiry

At the termination of the pursuit did the deputies position their car in a manner that provided them with a safe position of advantage, knowing that the occupants were armed? Was the pursuit managed properly, in compliance with Sheriff's Department policy? Was shooting from inside the vehicle consistent with Sheriff's Department training and law enforcement best practices? Did the deputy violate Sheriff's Department policy regarding shooting at vehicles?

Marina Del Rey: The Sheriff's Department reported that on May 8, 2022, at approximately 8:00 p.m., Marina Del Rey station deputies responded to a call regarding a naked Black man armed with a firearm. While units were enroute to the location, a home, the call was updated that the disturbing party was breaking windows at the residence.

Deputies approached the residence and saw what appeared to be bullet holes in an upper story window of the home. They could not see the suspect and decided to contain the location. A deputy used a public address system to direct the suspect to exit the location.

After several minutes, the man came out the front door wearing pants and no shirt. He sat down on the front steps of the house. Two deputies approached the man on foot with their firearms drawn and ordered the man to put his hands up and walk towards them. The man took a couple steps forward with his arms raised. He suddenly turned his body to the left and dropped his left arm towards his waistband. Fearing the man was going to retrieve a firearm, one of the deputies fired one round, which missed him.

The man ran back inside the location. Deputies made additional call outs. After several minutes, he exited the location. Initially, the man obeyed commands to crawl towards deputies; however, he soon got up and started to walk away from them. The deputies were able to take the suspect down to the ground, handcuff him, and take him into custody

During a subsequent search of the house, two shotguns, a pistol, and a handgun were recovered.

The shooting was captured on body-worn cameras. Portions of the video were shown at the Sheriff's Department's Critical Incident Review. The Sheriff's Department has not provided the Office of Inspector General with access to its body-worn camera videos; thus, the Office of Inspector General does not know whether the cameras were properly activated as required by Sheriff's Department policy.

Areas for Further Inquiry

Given that the caller reported that the man armed with a firearm was naked, was there a request for a Mental Evaluation team to respond? After the deputy-involved shooting when the suspect retreated into the house, was there any consideration of whether a Special Enforcement Bureau team should be requested? For both of the times that the deputies approached the man, was there a tactical plan in place and did they have appropriate cover?

Cudahy: The Sheriff's Department reported that on May 18, 2022, at approximately 8:04 a.m., a non-hit shooting occurred. The Sheriff's Department was conducting an investigation of a Hispanic man who was believed to have committed a murder in the city of South Gate. The suspect is a documented member of a criminal street gang. During the investigation, Operation Safe Streets Bureau's - Gang Surveillance Unit (GSU), developed information that the suspect was possibly at a shopping mall located in Cudahy.

A GSU detective positioned himself in the parking lot and began his surveillance. Shortly thereafter, the suspect emerged from a laundry mat located within the shopping mall and began walking along the sidewalk. According to the GSU detective, as the suspect walked closer to his car, the suspect began reaching towards his waistband with his right hand and appeared to be tugging on an object. The detective moved his car forward closer to the suspect and the suspect turned his body toward the detective.

The detective exited his vehicle, wearing civilian attire with a Sheriff's Department tactical vest. The suspect gave one final tug on the object partially concealed in his

pants. The detective gave commands for the suspect to stop, unholstered his gun, and fired one round at the suspect but did not hit him

After being shot at, the suspect placed his right hand in the air; his left hand was holding a clear plastic bag containing several bottles of hand sanitizer. Once he had dropped the items, the suspect raised both arms over his head.

During the subsequent detention, the suspect reportedly resisted and was taken to the ground by the detective and assisting detectives. Along with the team takedown, Sheriff's Department personnel utilized control holds and kicked the suspect once to subdue him. The detectives recovered a firearm from the suspect.

This is the third shooting for the GSU detective.

There was no body-worn camera video of this incident. As previously reported, the GSU is not equipped with body-worn cameras.² The Sheriff's Department reported that it was working to equip the GSU with body-worn cameras but that the required memorandum of understanding needed with the U.S. Marshals, which has deputized the deputies in this unit, has not been executed. It is of great concern that GSU deputies have been involved in two shootings in a span of three months and that neither shooting was captured on body-worn camera video. The nature of the work of the GSU, surveilling suspects, would seem to require that its deputies have these cameras.

Portions of the shooting were captured on a nearby business's CCTV and some of the that video was shown at the Sheriff's Department's Critical Incident Review.

Areas for Further Inquiry

Was there an operational plan in place at the time of this shooting? Was the intent to surveil or apprehend the suspect? If so, did the detective adhere to his role in the operational plan? Why didn't the detective wait for backup, when deputies were positioned nearby and is this consistent with department training? The location is a shopping mall with people present, if detectives believed the suspect was armed and dangerous, was it tactically sound to approach the suspect in the manner the detective chose to possibly endangering members of the public?

²"Office of Inspector General Quarterly Report, January to March 2022", <https://assets-us-01.kc-usercontent.com/0234f496-d2b7-00b6-17a4-b43e949b70a2/03fd5cfb-5434-461c-a4b1-7d5101c7d75a/Reform%20and%20Oversight%20Efforts%20-%20Los%20Angeles%20County%20Sheriff%27s%20Department%20-%20January%20to%20March%202022.pdf>

East Los Angeles: The Sheriff's Department reported that on May 24, 2022, at approximately 9:02 a.m., a California Highway Patrol (CHP) officer was driving in a marked patrol car in the East Los Angeles area. While driving, he saw two Hispanic men walking in a crosswalk. The younger of the two stopped in the middle of the street, produced a firearm, and suddenly started to fire rounds at the CHP officer. The CHP officer drove away from the men and called for assistance.

Near to where the shooting occurred, two Sheriff's Department's Transit Services Bureau deputies were interviewing a witness on an unrelated incident. The deputies heard the shots and responded to the area where the shots were fired. The Hispanic man then fired rounds at the deputies. The deputies were joined by four CHP officers. The two Sheriff's deputies fired a total of 19 rounds at the male. The CHP officers fired a total of 17 rounds at him.

The male sustained multiple gunshot wounds. He was transported to the hospital and was listed in fair condition. No officers were injured. A Glock 9mm semiautomatic firearm was recovered on the ground near the suspect.

The Transit Bureau deputies did have body-worn cameras but did not turn them on prior to the shooting. Portions of the shooting were captured by nearby CCTV cameras and were shown at the Sheriff's Department's Critical Incident Review of this shooting.

Areas for Further Inquiry

Why didn't the deputies have their body-worn cameras activated and already on when this shooting occurred given that they were responding to hearing shots fired and the cameras should have already been on while they were interviewing witnesses? Were the deputies and CHP officers able to communicate on a shared frequency?

Lancaster: The Sheriff's Department reported that on June 5, 2022, at approximately 1:40 p.m., Lancaster Station received a call from a man, who stated he was going to take his life. In the call, he gave his name and clothing description. He said that if the deputies did not hurry that he was going to go inside the restaurant located at the address. He called a second time and asked if he should walk into the restaurant and take people hostage. Deputies responded to the location and saw a Hispanic man outside the restaurant holding a knife. The man did not comply with the deputies' orders to drop the weapon.

A deputy at the scene called for a Mental Evaluation team and was told that a team was not available. Deputies were on-scene for approximately 15-minutes giving orders to the male. A deputy also went into the restaurant and evacuated the occupants.

As the suspect reached into his backpack, one of the deputies fired a less lethal 40mm round, striking the man in the upper torso. It had little to no impact. The man again reached into his backpack and retrieved a pistol gripped crossbow. The deputy fired at least one additional 40mm round striking the male in the upper torso, again with little impact. Deputies also employed a Taser, but as with the 40mm less lethal rounds, the Taser did not subdue the suspect. Following the less lethal use of force, the man raised the crossbow in the direction of deputy personnel. At that time, four deputies shot at the male, a total of 19 times.

The male sustained gunshot wounds to the lower and upper torso. Deputies approached and rendered aid to the man until the arrival of Los Angeles County Fire Department personnel. He was transported to the hospital, where he was pronounced deceased.

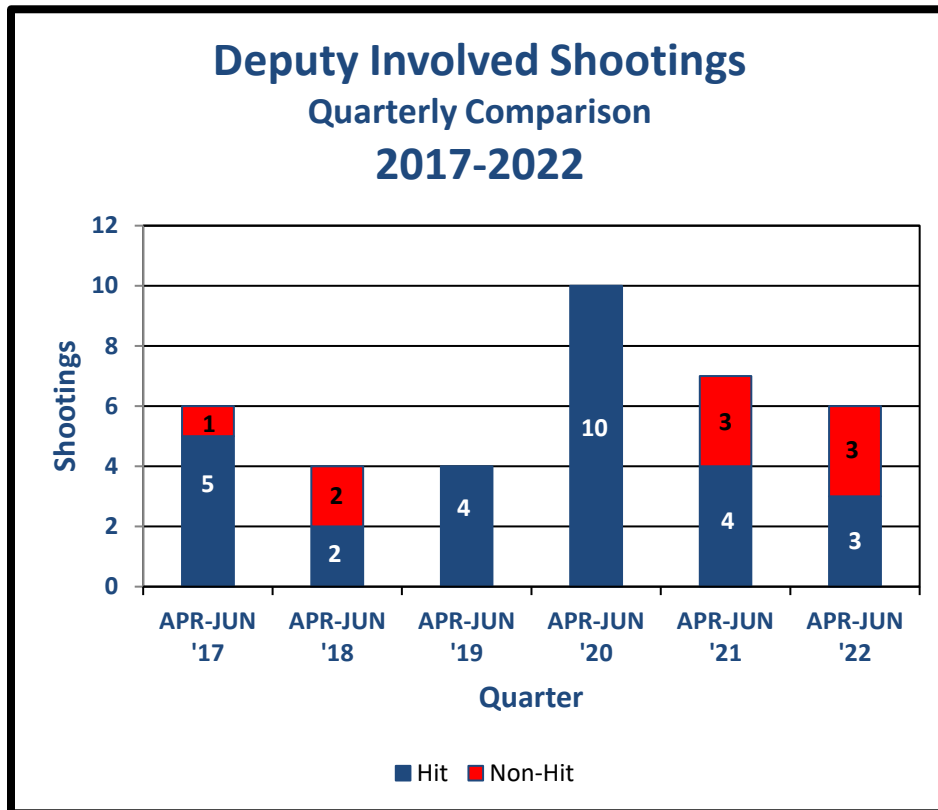
No deputies were injured during the incident. Near the male's body, the deputies recovered a knife and the crossbow. Near where the deputies had stood, detectives found what appeared to be an arrow.

The shooting was captured on body-worn cameras. Portions of the video were shown at the Sheriff's Department's Critical Incident Review. The Sheriff's Department has not provided the Office of Inspector General with access to its body-worn camera videos; thus, the Office of Inspector General does not know whether the cameras were properly activated as required by Sheriff's Department policy.

Areas for Further Inquiry

Why wasn't the Mental Evaluation Team requested upon receiving the first call? Why didn't the Sergeant respond to the first call? Was the call handled in compliance with Sheriff's Department Field Operations directives?

Comparison to Prior Years



District Attorney Review of Deputy-Involved Shootings

The Sheriff's Department's Homicide Bureau investigates all deputy-involved shootings in which a person is hit by a bullet. The Homicide Bureau submits the completed criminal investigation of each deputy-involved shooting that results in a person being struck by a bullet and which occurred in the County of Los Angeles to the Los Angeles County District Attorney's Office (LADA) for review and possible filing of criminal charges.

Between April 1, 2022, and June 30, 2022, the LADA issued five findings on deputy-involved shooting cases involving the Sheriff's Department's employees.

- In the February 17, 2020, non-fatal shooting of Steven Lopez Jr., the District Attorney opined in a [memorandum dated April 13, 2022](#), that Sergeant Anthony Delia acted lawfully in self-defense.

- In the September 12, 2019, fatal shooting of Alvaro Venegas, the District Attorney opined in a [memorandum dated April 27, 2022](#), that deputy Michael Miller acted lawfully in self-defense.
- In the June 11, 2020, fatal shooting of Michael Thomas, the District Attorney opined in a [memorandum dated May 10, 2022](#), that there is insufficient evidence to prove deputy Ty Shelton did not act lawfully in self-defense and in defense of others.
- In the September 30, 2021, non-fatal shooting of Shane Whelchel, the District Attorney opined in a [memorandum dated May 17, 2022](#), that deputy Blake Corrigan acted lawfully in self-defense and in defense of others.
- In the September 30, 2021, non-fatal shooting of Abraham Esquivel, the District Attorney opined in a [memorandum dated May 18, 2022](#), that deputy Juan Bendezu acted lawfully in self-defense.

Homicide Bureau's Investigation of Deputy-Involved Shootings

For the present quarter, the Homicide Bureau reports that 16 shooting cases involving Sheriff's Department personnel are open and under investigation. The oldest case the Homicide Bureau is still actively investigating is a September 23, 2021, shooting which occurred in the jurisdiction of Lancaster. For further information as to that shooting, please refer to the Office of Inspector General's report *Reform and Oversight Effort: Los Angeles Sheriff's Department, July to September 2021*.³ The oldest case that the Bureau has open is a 2016 shooting in Compton, which is with the LADA's office awaiting a filing decision.

This quarter, the Sheriff's Department reported it sent five cases involving deputy-involved shootings to the LADA for filing consideration.

Internal Criminal Investigations Bureau

The Sheriff's Department's Internal Criminal Investigations Bureau (ICIB) reports directly to the Division Chief and the Commander of the Professional Standards Division. ICIB investigates allegations of criminal misconduct committed by Sheriff's Department personnel in Los Angeles County (misconduct alleged to have occurred in other

³*Reform and Oversight Effort: Los Angeles Sheriff's Department, July to September 2021*. <https://assets-us-01.kc-usercontent.com/0234f496-d2b7-00b6-17a4-b43e949b70a2/7334cd74-7248-432e-84f3-c59f56f000d6/Reform%20and%20Oversight%20Efforts%20-%20Los%20Angeles%20County%20Sheriffs%20Department%20-%20July%20to%20September%202021.pdf>

counties is investigated by the law enforcement agencies in the jurisdictions where the crimes are alleged to have occurred).

The Sheriff's Department reports ICIB has 83 active cases. This quarter, the Sheriff's Department reports sending 4 cases to the LADA for filing consideration. The LADA is still reviewing 23 cases for filing. The oldest open case that ICIB has submitted to the LADA for filing consideration is a 2018 case, which was presented to the LADA in 2018 and is still being reviewed.

Internal Affairs Bureau

The Internal Affairs Bureau (IAB) conducts administrative investigations of Department policy violations by Sheriff's Department employees. It is also responsible for responding to and investigating deputy-involved shootings and significant use-of-force cases. If the LADA declines to file a criminal action against the deputies involved in a shooting, IAB completes a force review to determine whether Sheriff's Department personnel violated any policies during the incident.

Administrative investigations are also conducted at the unit level. The subject's unit and IAB determine whether an incident is investigated by IAB or remains a unit-level investigation based on the severity of the alleged policy violation(s).

This quarter, the Sheriff's Department reported opening 129 new administrative investigations. Of these 129 cases, 44 were assigned to IAB, 52 were designated as unit-level investigations, and 33 were entered as criminal monitors. In the same period, IAB reports that 103 cases were closed by IAB or at the unit level. There are 416 pending administrative investigations. Of those 416 investigations, 287 are assigned to IAB and the remaining 129 are pending unit-level investigations.

Civil Service Commission Dispositions

There were three final decisions issued by the Civil Service Commission this quarter. Of those three, one sustained the Sheriff's Department's discipline and the other two reduced the Sheriff's Department's discipline.

The Sheriff's Department's Use of Unmanned Aircraft Systems

The Sheriff's Department reports it deployed its Unmanned Aircraft Systems (UAS) four times between April 1, 2022, and June 30, 2022.

The UAS was deployed on April 7, 2022, to assist Palmdale Station with an armed barricaded suspect. The UAS was utilized to clear the interior of the location and locate the suspect. The suspect was taken into custody.

The UAS was deployed on April 20, 2022, to assist Pico Rivera Station with an armed barricaded suspect. The UAS was utilized to clear the interior of the location and locate the suspect. The suspect was taken into custody.

The UAS was deployed on May 13, 2022, to assist Walnut Station with an armed barricaded suspect. The UAS was utilized to clear the interior of the location and locate the suspect. The suspect was taken into custody.

The UAS was deployed on May 15, 2022, to assist Norwalk Station regarding a possible hostage situation. The UAS was utilized to clear the interior of the location and locate the suspect. The suspect was taken into custody.

CUSTODY DIVISION

Programming Opportunities at Century Regional Detention Facility

The Office of Inspector General continues to monitor Century Regional Detention Facility's (CRDF) efforts to provide meaningful opportunities for people in custody to participate in educational and rehabilitative programming. The Office of Inspector General previously reported that preliminary data analyses⁴ indicated that there was inequitable representation of people in custody at CRDF engaged in time credit-earning programming based on race/ethnicity. People in custody housed at CRDF are able to earn time credit through participating in educational programming opportunities with Education Based Incarceration⁵ (EBI), or through securing jail employment offered through the Prisoner Personnel Office.

Previous analyses compared the percentage of people in custody at CRDF by race/ethnicity to the percentage of people in custody at CRDF by race/ethnicity engaged in credit-earning programming. These analyses indicated that there was racial/ethnic inequity in credit-earning programming at CRDF, specifically with regard to the lack of jobs at CRDF for Black people through the Prisoner Personnel Office (PPO).⁶

⁴ The data analyzed was provided by CRDF in mid-November 2021, mid-December, 2021, and mid-March, 2022.

⁵ At CRDF, EBI is overseen by Gender Responsive Services (GRS).

⁶ See the Office of Inspector General's report *Reform and Oversight Efforts – Los Angeles County Sheriff's Department – October to December 2021*; the Office of Inspector General's report *Reform and Oversight Efforts – Los Angeles County Sheriff's Department – January to March 2022*.

Office of Inspector General reported that as of the first quarter of 2022, racial/ethnic representation in EBI was nearly equitable to the population at CRDF.⁷ Conversely, a percentage comparison of people in custody engaged in jail employment indicated there was inequitable representation based on race/ethnicity compared to the population at CRDF.⁸ Notably, the data suggested that Black people housed at CRDF were considerably underrepresented in jail employment, while Hispanic people housed at CRDF were overrepresented in jail employment.

A percentage comparison analysis of data provided by the Sheriff's Department as of July 5, 2022, displayed representation percentages similar to those reported in the first quarter of 2022. The data showed that racial/ethnic representation in EBI was nearly equitable to the population of CRDF. Specifically, the data showed:

- Approximately 14% of EBI participants were White, compared to approximately 17% of the CRDF population.
- Approximately 31% of EBI participants were Black, compared to approximately 31% of the CRDF population.
- Approximately 54% of EBI participants were Hispanic, compared to approximately 47% of the CRDF population.
- Approximately 1% of EBI participants were "Other" race/ethnicity, compared to approximately 4% of the CRDF population.

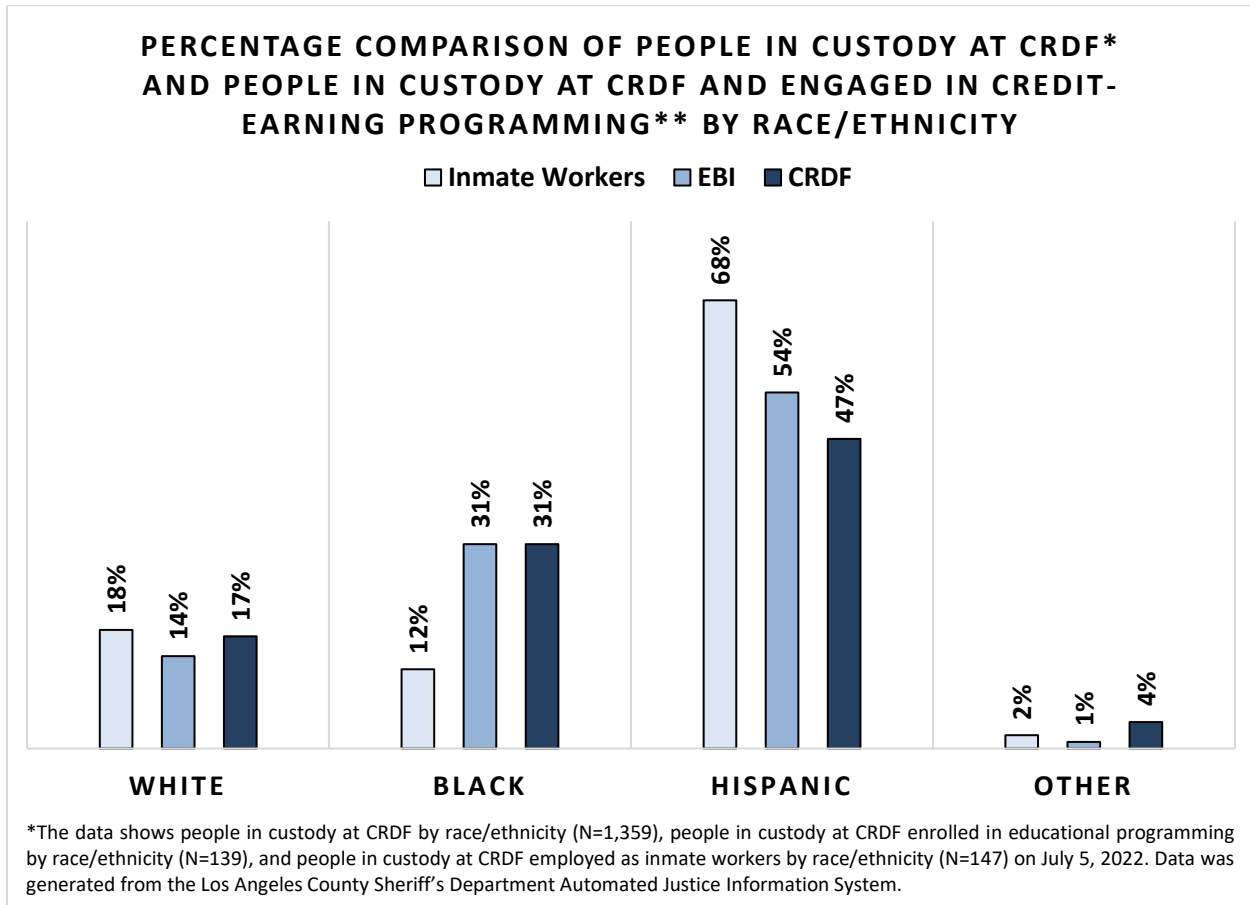
Conversely, a percentage comparison of people in custody engaged in jail employment indicated that inequitable representation based on race/ethnicity continues. Specifically, the data showed:

- Approximately 18% of Inmate Workers were White, compared to approximately 17% of the CRDF population.
- Approximately 12% of Inmate Workers were Black, compared to approximately 31% of the CRDF population.

⁷ Specifically, the data showed: approximately 18% of EBI participants were White, compared to approximately 17% of the CRDF population, approximately 32% of EBI participants were Black, compared to approximately 30% of the CRDF population, approximately 45% of EBI participants were Hispanic, compared to approximately 48% of the CRDF population and approximately 5% of EBI participants were "Other" race/ethnicity, compared to approximately 5% of the CRDF population.

⁸ Specifically, the data showed, approximately 17% of Inmate Workers were White, compared to approximately 17% of the CRDF population, approximately 8% of Inmate Workers were Black, compared to approximately 30% of the CRDF population, approximately 73% of Inmate Workers were Hispanic, compared to approximately 48% of the CRDF population, and approximately 2% of Inmate Workers were "Other" race/ethnicity, compared to approximately 5% of the CRDF population.

- Approximately 68% of Inmate Workers were Hispanic, compared to approximately 47% of the CRDF population.
- Approximately 2% of Inmate Workers were “Other” race/ethnicity, compared to approximately 4% of the CRDF population.



As reported for the first quarter of 2022, the racial and ethnic equity that appears to have been achieved in EBI may be attributed to the substantial efforts made by GRS to increase recruitment efforts throughout CRDF and expand therapeutic and educational class offerings. GRS staff reported that they have maintained these efforts. However, GRS staff also reported that they have encountered recent staffing and housing shortages that may limit programming offerings to people in custody at CRDF in the future. Specifically, GRS staff stated that they have recently lost two staff members, and thus may have to decrease class offerings. Additionally, due to rising COVID-19 numbers, the dorm that was dedicated to housing high school participants was used to house COVID-19 positive people in custody, thereby limiting EBI offerings at CRDF. While these changes are likely temporary, they may impact educational programming development at CRDF within the coming months.

In the previous quarter, Sheriff's Department staff indicated that the PPO would collect data to identify barriers preventing people in custody from being able to secure credit-earning jail employment and re-evaluate selection criteria that the PPO uses to determine eligibility for jail employment,⁹ yet, neither of these efforts have been accomplished during this quarter.

Sheriff's Department staff assert that presently it does not have the data infrastructure to allow for an analysis to identify racial/ethnic disparity in jail employment. Presently, people in custody are able to secure jail employment through submitting an inmate request form, or by working with line staff to determine transfer to an inmate worker dorm (the latter of which is not tracked). Thus, the Sheriff's Department reported that it faces systematic constraints in accurately tracking people in custody who are unable to participate in jail employment opportunities.

The Sheriff's Department reported that it intends to create a tracking mechanism to identify people in custody who are unable to participate as inmate workers to analyze barriers to jail employment, but it is unclear if the reported technological constraints will make this possible. Presently, the Sheriff's Department hypothesizes that, because CRDF houses people charged with high level offenses, many people in custody are ineligible for jail employment.¹⁰ Therefore, the Sheriff's Department has worked with command staff to modify charge eligibility to potentially allow for an increase in the selection pool of people in custody housed at CRDF who are eligible to engage in jail employment opportunities.

The Office of Inspector General will continue to work with CRDF and GRS leadership to monitor programming opportunities at CRDF. The Office of Inspector General will provide additional analysis on these and other Sheriff's Department efforts in subsequent reports.

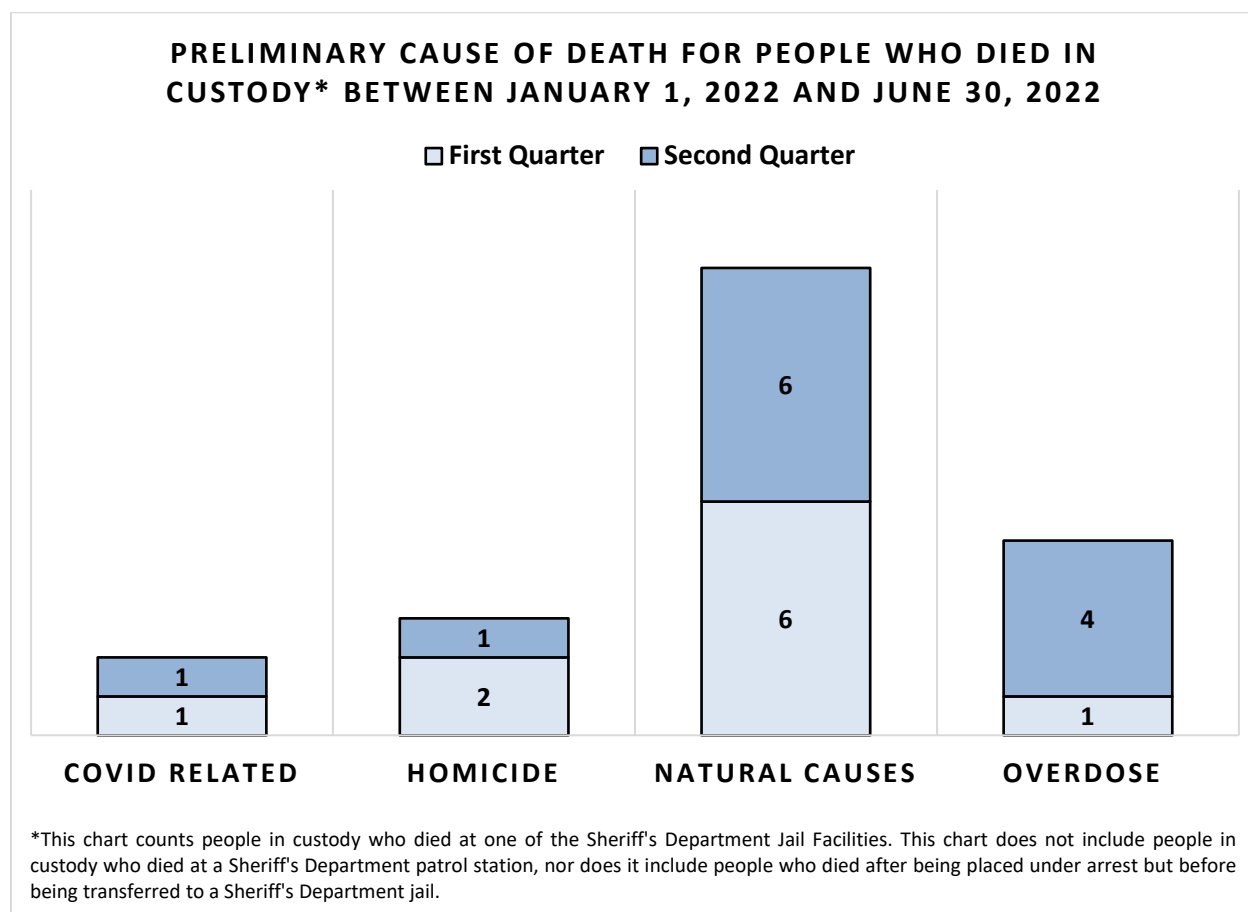
In-Custody Deaths

Between January 1, 2022 and June 30, 2022, 22 individuals died while in the care and custody of the Sheriff's Department. While many of these causes of deaths have not yet

⁹ The Sheriff's Department conducted an initial analysis of people in custody at CRDF by criminal charge which suggested that criminal charges that render people in custody ineligible for participation in credit-earning programming opportunities may drive inequity in credit-earning programming opportunities.

¹⁰ Presently, people who are housed at CRDF who have violent charges or convictions against an individual are ineligible to participate in the inmate worker program. Additionally, people in custody at CRDF who are classified with a heightened security level are ineligible to participate in the inmate worker program, although the Sheriff's Department routinely evaluates eligibility based on de-classification.

been determined by the Los Angeles County Coroner, preliminary findings suggest: 2 deaths were related to COVID-19, 3 deaths were homicides, 12 deaths were due to natural causes, and 5 deaths resulted from overdoses.



Between April 1, 2022, and June 30, 2022, 12 individuals died while in the care and custody of the Sheriff's Department. Of these 12 decedents, three died at Men's Central Jail (MCJ), one died at the Inmate Reception Center (IRC), one died at Century Regional Detention Center (CRDF), one died at Twin Towers Correctional Facility (TTCF), one died at North County Correctional Facility (NCCF) and five died in hospitals to which they had been transported.

Office of Inspector General staff attended the CSD Administrative Death Reviews for each of the 11 in-custody deaths.

The following summaries, arranged in chronological order, provide brief descriptions of each in-custody death:

On April 7, 2022, an individual at IRC was reportedly found unresponsive. Emergency aid was rendered by Sheriff's Department staff, paramedics provided aid, but the individual was pronounced dead at the scene.

On April 10, 2022, during pill call at MCJ, nursing staff was notified that an individual in the module was unresponsive. Emergency aid was rendered by Sheriff's Department staff, paramedics provided aid, but the individual was pronounced dead at the scene.

On April 10, 2022, at MCJ, an individual's cellmate notified custody personnel that the individual was in medical distress. Emergency aid was rendered by Sheriff's Department staff, paramedics provided aid, but the individual was pronounced dead at the scene.

On April 28, 2022, during vital checks at CRDF, an individual was found lying unresponsive in her cell. Emergency aid was rendered by Sheriff's Department staff, paramedics provided aid, but the individual was pronounced dead at the scene.

On April 30, 2022, an individual died at LAC+USC after being transported from the Correctional Treatment Center (CTC) on April 18, 2022, for a higher level of care.

On May 3, 2022, an individual died at LAC+USC after being transported from CTC on April 30, 2022, for a higher level of care.

On May 4, 2022, an individual died at LAC+USC after being transported from MCJ on May 3, 2022, for a higher level of care.

On May 6, 2022, an individual died at LAC+USC after being transported from CTC on April 27, 2022, for a higher level of care.

On May 9, 2022, an individual at MCJ was found unresponsive in a pool of blood during Title 15 Safety Check. Emergency aid was rendered by Sheriff's Department staff, paramedics provided aid, but the individual was pronounced dead at the scene.

On June 7, 2022, an individual died at LAC+USC after being transported from IRC on June 6, 2022, for a higher level of care.¹¹

On June 26, 2022, custody personnel responded to people in custody rendering aid to an unresponsive individual at NCCF. Emergency aid was rendered by Sheriff's

¹¹ This 72-year-old prisoner collapsed while awaiting intake at IRC for *two days* without being evaluated for housing by a medical professional.

Department staff, paramedics provided aid, but the individual was pronounced dead at the scene.

On June 29, 2022, an individual at TTCF was found unresponsive during Title 15 Safety Check. Emergency aid was rendered by Sheriff's Department staff, paramedics provided aid, but the individual was pronounced dead at the scene.

Other Deaths

On June 8, 2022, while effectuating a search incident to an arrest, deputies found narcotics. Shortly after the search, the detained individual became unresponsive, was transported to the hospital, and pronounced deceased.

Office of Inspector General Site Visits

The Office of Inspector General regularly conducts site visits and inspections at Sheriff's Department custodial facilities to identify matters requiring attention. In the second quarter of 2022, Office of Inspector General personnel completed 83 site visits to IRC, CRDF, MCJ, TTCF, NCCF, Pitches Detention Center North Facility (PDC North), Lakewood Station Jail, and Marina Del Rey Station Jail.

Office of Inspector General staff have been monitoring the Sheriff's Department's and CHS' response to the COVID-19 pandemic and following up on concerns raised by the public. As part of the Office of Inspector General's jail monitoring, Office of Inspector General staff attended 132 Custody Services Division (CSD) executive and administrative meetings and met with division executives for 144 monitoring hours related to COVID-19, uses of force, in-custody deaths, as well as general conditions of confinement.

Inmate Reception Center and Jail Overcrowding

IRC is responsible for receiving, searching, evaluating and classifying all incoming male prisoners to the Los Angeles County jails. In conducting IRC site visits, Inspector General Max Huntsman and Office of Inspector General staff have noted significant overcrowding in IRC as men wait to be searched, evaluated, and classified for housing. Monitoring wait times over the past quarter has shown that it is not uncommon for incoming prisoners to wait for days. Over the past quarter, assaults on deputies and uses of force by deputies have occurred in IRC, including the breaking of bones, which had been all but eliminated. As noted previously in this report, an in-custody death occurred at IRC as a man waited for over two days to be evaluated. The Office of Inspector General reported on the IRC intake process

in a report entitled [Review of the Inmate Reception Center Intake Evaluation Process](https://assets-us-01.kc-usercontent.com/0234f496-d2b7-00b6-17a4-b43e949b70a2/c2463bac-4aab-43b6-9824-7e8c9c10fdb8/Review%20of%20IRC%20Intake%20Evaluation%20Process.pdf)¹² in November 2019. In that report, the Office of Inspector General made 13 recommendations to alleviate IRC wait times and overcrowding, yet the problems have been allowed to worsen. Mentally ill prisoners are regularly chained to benches for long periods with only sporadic bathroom breaks. During the week this report is being finalized for review by LASD, some mentally ill prisoners have been chained for over *sixty hours* each.

The Los Angeles County jails have a Board of State and Community Corrections (BSCC) total rated capacity of 12,404.¹³ According to the Sheriff's Department Custody Division Daily COVID-19 Fact Sheet, as of June 30, 2022, the total population of prisoners in the jails was 13,232. As of August 11, 2022, the reported total population had been allowed to rise to 14,274.

The Constitution requires that deliberate indifference not be shown to the health and safety of prisoners and employment law provides greater protection to deputies charged with working in the jails. The Sheriff has a number of legal authorities to allow him to discharge his Constitutional duty not to mistreat prisoners in his care. These include the ability to cite and release prisoners on bail amounts below a level of his choosing and the ability to release prisoners after they have served a percentage of his choosing of their jail sentence. Both have been previously employed by LASD, the latter for decades.

Taser Use in Custody

The Office of Inspector General continues to compile the number of times the Sheriff's Department has employed a Taser in custodial settings. Below are the numbers from January 2021 through June 2022. The numbers below were gathered from the Sheriff's Department's *Monthly Force Synopsis*, which the Sheriff's Department produces and provides to the Office of Inspector General each month.¹⁴

¹² *Review of the Inmate Reception Center Intake Evaluation Process*, November 2019. <https://assets-us-01.kc-usercontent.com/0234f496-d2b7-00b6-17a4-b43e949b70a2/c2463bac-4aab-43b6-9824-7e8c9c10fdb8/Review%20of%20IRC%20Intake%20Evaluation%20Process.pdf>

¹³ The total rated capacity is arrived at by adding the rated capacity for each of the County jail facilities: MCJ 3512, TTCF 2432, CRDF 1708, PDC-East 926, PDC-North 830, PDC-South 782, and NCCF 2214. This rated capacity has not been recently updated and does not take into account the pandemic, understaffing, or the deteriorating physical plant of MCJ, meaning that the current safe capacity of the Los Angeles County jails is certainly substantially lower than the rated maximum.

¹⁴ The Office of Inspector General is not opining on whether the use of the Taser in each of these incidents was permissible under the Sheriff's Department's policies and/or if the Taser was employed lawfully.

Month	Number of Times a Taser was Employed
January 2021	4
February 2021	8
March 2021	3
April 2021	5
May 2021	3
June 2021	11
July 2021	5
August 2021	4
September 2021	3
October 2021	6
November 2021	3
December 2021	4
January 2022	2
February 2022	3
March 2022	6
April 2022	4
May 2022	6
June 2022	10

Use-of-Force Incidents in Custody

The Office of Inspector General monitors the Sheriff's Department's use of force incidents, institutional violence¹⁵, and assaults on Sheriff's Department or CHS personnel by people in custody. The Sheriff's Department reports the following numbers for the uses of force and assaultive conduct within its CSD (the Sheriff's Department is still verifying the accuracy of the reporting of incidents that occurred subsequent to December 30, 2021):

¹⁵ Institutional violence is defined as assaultive conduct by a person in custody upon another person in custody.

Use of Force Incidents:

1 st Quarter of 2018	546
2 nd Quarter of 2018	592
3 rd Quarter of 2018	530
4 th Quarter of 2018	452
1 st Quarter of 2019	501
2 nd Quarter of 2019	478
3 rd Quarter of 2019	525
4 th Quarter of 2019	431
1 st Quarter of 2020	386
2 nd Quarter of 2020	274
3 rd Quarter of 2020	333
4 th Quarter of 2020	390
1 st Quarter of 2021	373
2 nd Quarter of 2021	430
3 rd Quarter of 2021	450
4 th Quarter of 2021	428

Assaults on Personnel:

1 st Quarter of 2018	144
2 nd Quarter of 2018	173
3 rd Quarter of 2018	131
4 th Quarter of 2018	115
1 st Quarter of 2019	122
2 nd Quarter of 2019	132
3 rd Quarter or 2019	164
4 th Quarter of 2019	136
1 st Quarter of 2020	131
2 nd Quarter of 2020	91
3 rd Quarter of 2020	111
4 th Quarter of 2020	140
1 st Quarter of 2021	143
2 nd Quarter of 2021	145
3 rd Quarter of 2021	153
4 th Quarter of 2021	136

Incidents of Institutional Violence:

1 st Quarter of 2018	871
2 nd Quarter of 2018	905
3 rd Quarter of 2018	988

4 th Quarter of 2018	881
1 st Quarter of 2019	769
2 nd Quarter of 2019	794
3 rd Quarter of 2019	858
4 th Quarter of 2019	709
1 st Quarter of 2020	717
2 nd Quarter of 2020	496
3 rd Quarter of 2020	560
4 th Quarter of 2020	753
1 st Quarter of 2021	745
2 nd Quarter of 2021	698
3 rd Quarter of 2021	746
4 th Quarter of 2021	693

HANDLING OF GRIEVANCES AND COMMENTS

Office of Inspector General Handling of Comments Regarding Department Operations and Jails

The OIG received sixty-six new complaints in the second quarter of 2022 from members of the public, prisoners, prisoners' family members and friends, community organizations and County agencies. Each complaint was reviewed by OIG staff. Twenty-six of these complaints were related to conditions of confinement within the Department's custody facilities, as shown below:

Complaint/ Incident Classification	Totals
Personnel Issues	15
Living Condition	5
Medical	2
Mental	1
Food	1
Classification	1
Commissary	1
Property	1
Mail	1
Visiting	1
Other	7
Total	36

Thirty complaints were related to civilian contacts with Department personnel by persons who were not in custody.

Complaint/ Incident Classification	Totals
Personnel	
Improper Search, Detention, Arrest	6
Discourtesy	4
Neglect of Duty	3
Alleged Criminal Conduct	2
Dishonesty	2
Force	2
Discrimination	1
Harassment	1
Improper Tactics	1
Operation of Vehicles	1
Service	
Policy Procedures	2
Response Time	2
Other	3
Total	30

Handling of Grievances Filed by People in Custody

The Sheriff's Department has not fully implemented the use of tablet computers (tablets) in its jail facilities to capture information related to requests, and eventually grievances, filed by people in custody. Currently, there are a total of 165 installed iPads. There are 31 iPads at CRDF, 49 iPads at MCJ, and 85 iPads at TTCF. The Sheriff's Department reports that moving to Windows based tablets is under consideration in order to rectify compatibility issues and other connectivity concerns. The Sheriff's Department did not provide the data on the number of people in custody who accessed the iPads to obtain information for the period between April 1, 2022, and June 30, 2022. The Office of Inspector General continues to recommend that the Sheriff's Department pursue full implementation of tablets throughout the CSD.

As reported in the Office of Inspector General's January 2018 *Reform and Oversight Efforts: Los Angeles County Sheriff's Department* report, the Sheriff's Department implemented a policy restricting the filing of duplicate and excessive grievances filed by people in custody.¹⁶ The Sheriff's Department reports that between April 1, 2022, and June 30, 2022, three people in custody were restricted from filing 10 grievances under

¹⁶ [See Los Angeles County Sheriff's Department, Custody Division Manual, 8-04/050.00, Duplicate or Excessive Filings of Grievances and Appeals, and Restrictions of Filing Privileges.](#)

this policy. The Office of Inspector General continues to raise concerns about the quality of grievance investigations and responses, which likely increases duplication and may prevent individuals from receiving adequate care while in Sheriff's Department custody.

Sheriff's Department's Service Comment Reports

Under Sheriff's Department policies, the Sheriff's Department accepts and reviews comments from members of the public about departmental service or employee performance.¹⁷ The Sheriff's Department categorizes these comments into three categories:

- External Commendation: an external communication of appreciation for and/or approval of service provided by the Sheriff's Department members;
- Service Complaint: an external communication of dissatisfaction with the Sheriff's Department service, procedure or practice, not involving employee misconduct; and
- Personnel Complaint: an external allegation of misconduct, either a violation of law or Sheriff's Department policy, against any member of the Sheriff's Department.¹⁸

The following chart lists the number and types of comments reported for each station or unit.¹⁹

INVESTIGATING BUREAU/STATION/FACILITY	COMMENDATIONS	PERSONNEL COMPLAINTS	SERVICE COMPLAINTS
ADM : CW SRVS ADM HQ	1	0	0
ADM : NORTH PATROL ADM HQ	0	1	0
ADM : PROF STANDARDS ADM HQ	0	0	1
AER : AERO BUREAU	1	0	0
ALD : ALTADENA STN	3	2	1
CCS : COMMUNITY COLLEGE BUREAU	1	1	0
CCS : CUSTODY COMPL & SUSTAIN BUREAU	0	1	0
CEN : CENTURY STN	2	12	0
CER : CERRITOS STN	7	2	0

¹⁷ See [Los Angeles County Sheriff's Department, Manual of Policy and Procedures, 3-04/010.00, "Department Service Reviews."](#)

¹⁸ It is possible for an employee to get a Service Complaint and Personnel Complaint based on the same incident in question.

¹⁹ This data was provided by the Sheriff's Department from its Performance Recording and Monitoring System on July 12, 2022, and reflects the data provided as of that date.

INVESTIGATING BUREAU/STATION/FACILITY	COMMENDATIONS	PERSONNEL COMPLAINTS	SERVICE COMPLAINTS
CMB : CIVIL MANAGEMENT BUREAU	1	7	1
CNT : COURT SERVICES CENTRAL	3	4	0
COM : COMPTON STN	0	9	0
CPB : COMMUNITY PARTNERSHIP BUREAU	2	0	1
CRV : CRESCENTA VALLEY STN	3	2	0
CSB : COUNTY SERVICES BUREAU	5	8	0
CSN : CARSON STN	5	12	2
ELA : EAST LA STN	4	3	0
EOB : EMERGENCY OPER BUREAU	1	0	0
EST : COURT SERVICES EAST	1	6	1
FCC : FRAUD & CYBER CRIMES BUREAU	3	0	0
HOM : HOMICIDE BUREAU	0	1	1
IAB : INTERNAL AFFAIRS BUREAU	0	0	1
ICI : INTERNAL CRIME INV BUR	1	0	0
IND : INDUSTRY STN	2	4	1
IRC : INMATE RECEPTION CENTER	0	1	1
LCS : LANCASTER STN	28	22	9
LKD : LAKEWOOD STN	1	8	3
LMT : LOMITA STN	7	3	1
MAR : MARINA DEL REY STN	6	3	0
MCJ : MEN'S CENTRAL JAIL	2	2	1
MLH : MALIBU/LOST HILLS STN	7	10	3
MTL : METROLINK	0	2	0
NAR : NARCOTICS BUREAU	0	2	0
NCF : NORTH CO. CORRECTL FAC	0	1	0
NWK : NORWALK REGIONAL STN	9	8	5
PER : PERSONNEL ADMIN	1	1	0
PKB : PARKS BUREAU	1	1	0
PLM : PALMDALE STN	20	23	5
PRV : PICO RIVERA STN	3	6	0

INVESTIGATING BUREAU/STATION/FACILITY	COMMENDATIONS	PERSONNEL COMPLAINTS	SERVICE COMPLAINTS
SCV : SANTA CLARITA VALLEY STN	27	16	2
SDM : SAN DIMAS STN	16	7	2
SLA : SOUTH LOS ANGELES STATION	2	2	0
SSB : SCIENTIFIC SERV BUREAU	5	0	0
SVB : SPECIAL VICTIMS BUREAU	0	3	0
TB : TRAINING BUREAU	1	0	0
TEM : TEMPLE CITY STN	8	10	2
TSB : TRANSIT SERVICES BUREAU	6	1	0
TT : TWIN TOWERS	0	3	0
WAL : WALNUT/SAN DIMAS STN	9	2	3
WHD : WEST HOLLYWOOD STN	2	7	2
WST : COURT SERVICES WEST	5	3	0
Total :	212	222	49