



Board of Supervisors Health and Mental Health Cluster Agenda Review Meeting

DATE: November 20, 2024

TIME: 11:30 a.m. – 1:30 p.m.

MEETING CHAIR: Angelica Ayala, 3rd Supervisorial District

CEO MEETING FACILITATOR: Atineh Sepanian

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

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

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

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

1 (323) 776-6996 and enter the following: 403 234 317# or [Click here to join the meeting](#)

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

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

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

11:00 A.M. NOTICE OF CLOSED SESSION

CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(a)

Trinity Kennard vs. County of Los Angeles

Los Angeles County Superior Court Case No. 22STCV18944

Department of Health Services

11:15 A.M. NOTICE OF CLOSED SESSION

CS-2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(a)

Armine Sahakyan v. County of Los Angeles

Los Angeles County Superior Court Case No. 23CHCV03289

Department of Health Services

- I. Call to order
- II. **Information Item(s) (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):**
 - a. **DHS:** Approval to Execute Successor Transportation Overflow Master Agreements
 - b. **DPW/DHS/DMH:** Harbor-UCLA Medical Center Replacement Program— Authorize the Director of Public Works or his designee to execute two construction change orders with Hensel Phelps Construction Company
 - c. **DMH:** Approval to Amend Existing Legal Entity Contracts for Fiscal Years 2024-25 and 2025-26 to Increase Their Maximum Contract Amounts for the Continued Provision of Specialty Mental Health Services
- III. **Presentation Item(s):**
 - a. **DPH:** Approval of an Ordinance to Amend Los Angeles County Code, Title 11 – Health and Safety, to Establish a Maximum Indoor Temperature Threshold for Rental Housing Units and Authority to Execute Service Contracts for the Implementation of the Ordinance in the Unincorporated Areas of Los Angeles County (#07958)
- IV. **Discussion Item(s):**
 - a. **DMH/DPH-SAPC:** Senate Bill (SB) 43 Implementation Update
- V. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting
- VI. Items not on the posted agenda for matters requiring immediate action because of an emergency situation, or where the need to take immediate action came to the attention of the Department subsequent to the posting of the agenda.
- VII. Public Comment
- VIII. Adjournment

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/20/2024	
BOARD MEETING DATE	12/3/2024	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Department of Health Services (DHS)	
SUBJECT	Requests the Board of Supervisors (Board) to approve successor Transportation Overflow Services (TOS) Master Agreements and authorize the Director of Health Services, or authorized designee, to execute such master agreements with qualified private ambulance companies, for the ongoing provision of as-needed intermittent non-emergent transportation services to the patients of Los Angeles County (LA County).	
PROGRAM	Emergency Medical Services Agency	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	Existing Transportation Overflow Services (TOS) Master Agreements are set to expire on 12/31/2024.	
COST & FUNDING	Total cost: Estimated cost is \$8.821M annually.	Funding source: Funding is accounted for in DHS' FY 23/24 Final Budget.
	TERMS (if applicable): One 5-year term with an option to extend the term for up to five 1-year terms.	
	Explanation: The 5-year term is the standard timeframe for an agreement and consistent is current TOS Master Agreements. The optional 1-year extensions provide DHS flexibility to extend for additional years if needed.	
PURPOSE OF REQUEST	Approval of this recommendation will allow DHS to continue provide mission critical transportation overflow services for LA County residents. The successor TOS Master Agreements will replace the current TOS Master Agreements that expire on 12/31/2024. Transportation overflow services allow for private ambulance companies to provide as-needed non-emergent patient transport to and from various facilities including, but not limited to: hospitals; clinics; correction health and court facilities; and mental health facilities. Additionally, DHS does not provide specialty transportation services such as adult critical care, pediatric intensive care, and neonatal intensive care transports. Approval of the first recommendation will allow DHS to execute successor TOS Master Agreements, substantially similar to Exhibit I, with each private ambulance company listed on Attachment A, effective January 1, 2025, as the existing contracts are slated to expire on December 31, 2024.	

	Approval of the second recommendation will allow DHS to execute a TOS Master Agreement with new qualified vendors that may be identified and selected through the RFSQ process, which is continuously open to allow additional providers to become a transportation resource for LA County's patients. Approval of the third, fourth, and fifth recommendations will allow the Director or authorized designee to execute amendments to make any necessary changes to the scope of work; as well as add, delete, and/or change terms and conditions in the TOS Master Agreement; approve COLAs in compliance with the Board's COLA policy; increase base rates and supplemental fees consistent with the authority the Board granted to DHS in 2022 for purposes of the current contracts; and to terminate TOS Master Agreements in accordance with its termination provisions.
BACKGROUND (include internal/external issues that may exist including any related motions)	The Board has approved and authorized contracting for non-emergency transportation services since before the year 2000. Since then, the Board approved various TOS Agreement transactions with private ambulance companies for the provision of as-needed patient transportation services on January 5, 2005, November 13, 2012, and December 5, 2017. The existing TOS master agreements are slated to expire on December 31, 2024. It has been determined that the provision of services provided by the Contractors of TOS is not subject to Prop A guidelines, which include the Living Wage Program set forth in Los Angeles County Code Chapter 2.201, as the services are needed on an intermittent basis. Exhibit I includes all Board required terms and conditions, including the right for LA County to terminate the agreement for convenience with 10 days advance written notice to the other party. County Counsel has approved Exhibit I as to form.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: EMS: Roel Amara, Nursing Director, Administration, (562) 378-1598, ramara@dhs.lacounty.gov C&G: Ruth Guerrero, ASM III, (213) 288-8170, rguerrero@dhs.lacounty.gov Peter Tam, ASM II, (213) 288-7325, ptam@dhs.lacounty.gov County Counsel: Georgina Glaviano, Deputy County Counsel, (213) 972-5754, gglaviano@counsel.lacounty.gov

DRAFT

December 3, 2024

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

Dear Supervisors:

**APPROVAL TO EXECUTE SUCCESSOR
TRANSPORTATION OVERFLOW MASTER AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request for approval of successor Transportation Overflow Services (TOS) Master Agreements and authorization for the Director of Health Services, or authorized designee, to execute such master agreements with qualified private ambulance companies, for the ongoing provision of as-needed intermittent non-emergent transportation services to the patients of Los Angeles County (LA County).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Health Services (Director), or authorized designee, to execute a successor TOS Master Agreement with each qualified private ambulance company listed on Attachment A, effective upon Board approval, for the period of January 1, 2025, through December 31, 2030, with options to extend the terms for up to five one-year periods, for a maximum term through December 31, 2035 at an estimated annual cost of \$8.821M.
2. Delegate authority to the Director, or authorized designee, to execute Master Agreements with new qualified private ambulance companies that have been identified and selected through the Request for Statement of Qualifications (RFSQ) process for TOS, effective upon execution through December 31, 2030, with options to extend the terms for up to five one-year periods.
3. Delegate authority to the Director, or authorized designee to execute amendments to the TOS Master Agreements to: (a) make necessary changes to the scope of

work, including the provision of services to other LA County departments; (b) add, delete and/or change non substantive terms and conditions; and (c) add, delete, and/or changes terms and conditions as mandated by Federal or State law or regulation, LA County policy, the Board, and/or Chief Executive Office (CEO), subject to review and approval by County Counsel.

4. Delegate authority to the Director, or authorized designee, to execute amendments to the Master Agreement to: (a) execute and approve Cost-of-Living Adjustments (COLAs) consistent with the Board's COLA policy, subject to review and approval by County Counsel; (b) revise the base rates and supplemental fees for TOS contractors no more than once a year, to remain competitive with market rates; and (c) increase LA County's cost by no more than 10 percent of the estimated annual cost, each contract year, subject to review and approval by County Counsel, and notice to the Board and CEO.
5. Delegate authority to the Director, or authorized designee, to terminate each TOS Master Agreement in accordance with the corresponding termination provisions, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

Department of Health Services (DHS) operates a non-emergency medical transportation service comprising of 22 Basic Life Support (BLS) ambulances and 8 medical transport vans to transport patients between its hospitals, clinics, and urgent care centers; correctional health and court facilities; other public and private medical and mental health facilities; and patient homes. The DHS medical transportation fleet cannot meet the increasing demand for medical transportation of DHS patients, and the recent addition of patient transportation agreements with the Departments of Mental Health (DMH), Public Health (DPH), and Children and Family Services (DCFS) created a critical need to continue contracting with private ambulance companies. Additionally, DHS does not provide specialty transportation services (adult critical care, pediatric intensive care, and neonatal intensive care transports), services that are only provided by private ambulance companies. Contracting with private ambulance companies has allowed DHS to fill the demand and level of service gaps to provide the appropriate transportation services that meet the needs of LA County's patient population in a safe and timely manner when DHS transportation resources are unavailable.

Justification

Continuity of access to a pool of contract TOS ambulance providers is necessary for the provision of timely access to transportation services to LA County's patients. Via these

contractual relationships, LA County's response times (time when the request was made to the time of an ambulance's arrival at the patient's location) reduced from 180 minutes to 60 minutes.

Approval of the first recommendation will allow DHS to execute successor TOS Master Agreements, substantially similar to Exhibit I, with each private ambulance company listed on Attachment A, effective January 1, 2025, as the existing contracts are slated to expire on December 31, 2024.

Approval of the second recommendation will allow DHS to execute a TOS Master Agreement with new qualified vendors that may be identified and selected through the RFSQ process, which is continuously open to allow additional providers to become a transportation resource for LA County's patients.

Approval of the third, fourth, and fifth recommendations will allow the Director or authorized designee to execute amendments to make any necessary changes to the scope of work; as well as add, delete, and/or change terms and conditions in the TOS Master Agreement; approve COLAs in compliance with the Board's COLA policy; increase base rates and supplemental fees consistent with the authority the Board granted to DHS in 2022 for purposes of the current contracts; and to terminate TOS Master Agreements in accordance with its termination provisions.

Implementation of Strategic Plan Goals

The recommended actions support Strategy 1-A(ii), "Improve Health Outcomes"; and 2-A(i), "Population Based Health," of LA County's Strategic Plan.

FISCAL IMPACT/FINANCING

Expenditures under the TOS Master for the period of January 1, 2025, through December 31, 2030 are currently estimated at \$8.821M annually and divided as follows: DHS: \$3.721M; DMH: \$5.000M; DPH: \$0.050M; and DCFS: \$0.050M. DCFS, DPH, and DMH will fully reimburse DHS for the transportation expenses under the TOS Master Agreements.

Funding is included in DHS' Fiscal Year 2024-25 Final Budget. Continued funding will be requested in future fiscal years as needed. There is no net County cost impact associated with the recommendations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

According to a review of records, the Board approved and authorized contracting for non-emergency transportation services since before the year 2000. Since then, the Board approved various TOS Agreement transactions with private ambulance companies for the

provision of as-needed patient transportation services on January 5, 2005, November 13, 2012, and December 5, 2017.

The existing TOS master agreements are slated to expire on December 31, 2024.

It has been determined that the provision of services provided by the Contractors of TOS is not subject to Prop A guidelines, which include the Living Wage Program set forth in Los Angeles County Code Chapter 2.201, as the services are needed on an intermittent basis.

Exhibit I includes all Board required terms and conditions, including the right for LA County to terminate the agreement for convenience with 10 days advance written notice to the other party.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

The ambulance companies listed on Attachment A submitted Statement of Qualifications (SOQ) which met the requirements outlined in the RFSQ and TOS Master Agreements were awarded to these companies.

The RFSQ is currently open and posted for other qualified vendors to submit SOQs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure that overflow TOS services continue uninterrupted to meet the needs of LA County's patient population.

Respectfully submitted,

Christina R. Ghaly, M.D.
Director

CRG:pt

Enclosures

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

DEPARTMENT OF HEALTH SERVICES
MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

<<TBD>>

FOR

TRANSPORTATION OVERFLOW SERVICES

**TRANSPORTATION OVERFLOW SERVICES
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- A STATEMENT OF WORK**
- B RATES TO BE CHARGED COUNTY FOR AMBULANCE/AMBULETTE
TRANSPORTATION**
- C COUNTY’S ADMINISTRATION**
- D CONTRACTOR’S ADMINISTRATION**
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- F JURY SERVICE ORDINANCE**
- G SAFELY SURRENDERED BABY LAW**
- H FORMS REQUIRED AT THE TIME OF MASTER AGREEMENT EXECUTION**
- I “BUSINESS ASSOCIATE” UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

MASTER AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF HEALTH SERVICES
AND
<<TBD>>
FOR
TRANSPORTATION OVERFLOW SERVICES

This Master Agreement, including Exhibits, is made and entered into this ____ day of _____, 2025 by and between the County of Los Angeles, Department of Health Services hereinafter referred to as “County” and <<TBD>>, hereinafter referred to as “Contractor”. <<TBD>> is located at <<TBD>>.

RECITALS

WHEREAS, the County may contract with private businesses for Transportation Overflow Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Transportation Overflow Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for Transportation Overflow services; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Health Services or designee to execute and administer this Master Agreement; and

WHEREAS, pursuant to the provisions of Section 1441 of the Health and Safety Code of the State of California, County has established and maintains, through its Department of Health Services, various County hospital and health facilities; and

WHEREAS, pursuant to the provisions of Section 17000 of the Welfare and Institutions Code of the State of California, County is charged with the care and maintenance of the indigent ill and injured lawful residents in Los Angeles County; and

WHEREAS, County's Department of Health Services has a need from time-to-time to transport patients between and among their residences, County's various hospitals, health, custody, or court facilities, private hospitals and health facilities, and between County facilities and State mental hospitals, etc.; and

WHEREAS, County's Department of Health Services has a need to provide paramedic or nurse staffed ambulance transportation in limited and occasional certain circumstances, and does not employ paramedics or operate advanced life support equipped vehicles; and

WHEREAS, County's Department of Health Services does not own or operate a sufficient number of vehicles (e.g., ambulances, ambulettes, station wagons, or vans) to meet the transportation needs of its patients at all times; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to provide such patient transportation and possesses the competence, expertise, vehicles, and personnel required to provide such services; and

WHEREAS, County's Department of Health Services has made a finding that the services to be provided hereunder are of a professional nature and are required on an intermittent basis; and

WHEREAS, provisions of Health and Safety Code Sections 1441 and 1451, and Government Code Section 26227 provide authority for this Master Agreement.

WHEREAS, the Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or among Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Rates to be Charged County for Ambulance/Ambulette Transportation
- 1.3 EXHIBIT C - County's Administration
- 1.4 EXHIBIT D - Contractor's Administration
- 1.5 EXHIBIT E - Contractor's EEO Certification
- 1.6 EXHIBIT F - Jury Service Ordinance
- 1.7 EXHIBIT G - Safely Surrendered Baby Law
- 1.8 EXHIBIT H - Forms Required at the time of Master Agreement Execution
- 1.9 EXHIBIT I - "Business Associate" Under the Health Insurance Portability Accountability Act of 1996 (HIPAA)

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The terms and phrases listed below, with the initial letter capitalized where applicable, shall have the following meaning when used in the Master Agreement unless otherwise apparent from the context in which they are used.

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time the Master Agreement is executed. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the County's Project Manager.
- 2.4 County Project Manager:** Person designated by County's Project Director to manage the operations under this Master Agreement.

- 2.5 County Project Monitor:** Person with responsibility to oversee the day to day activities of this Master Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 DHS:** Department of Health Services.
- 2.8 Director:** Director of the Department of Health Services (acting, Interim or permanent) or authorized designee.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Master Agreement:** Master Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.11 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Health Services.
- 2.12 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.14 Statement of Work (SOW):** A written description of tasks and/or deliverables desired by County.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** If the Contractor provides any task, deliverable, service, or other work to the County other than as specified in this Master Agreement, the same shall be deemed a gratuitous effort on the part of the Contractor for which the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Director of DHS or designee as authorized by the Board of Supervisors. This Master Agreement shall expire on December 31, 2030, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend the Master Agreement term for up to five (5) additional one-year periods for a maximum total Master Agreement term of ten (10) years. Each such option and extension will be exercised at the sole discretion of the Director or their designee as authorized by the Board.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

- 4.3 The Contractor shall notify DHS when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Exhibit C – County’s Administration.

5.0 MASTER AGREEMENT SUM

- 5.1 Reimbursement to contractor for services shall be based on the number of calls (if any) and the rates identified in Exhibit B, RATES TO BE CHARGED COUNTY FOR AMBULANCE/AMBULETTE TRANSPORTATION, in effect at the time of service.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County’s express prior written approval.
- 5.3 **No Payment for Services Provided Following Expiration/ Termination of Master Agreement**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Master Agreement. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

- 5.4.1 Invoices shall be submitted monthly for all requested services provided by Contractor to County and according to the rates identified in Exhibit B, RATES TO BE CHARGED COUNTY FOR AMBULANCE/AMBULETTE TRANSPORTATION, along with the Monthly Response Time Report in Excel format contained in Attachment I, attached hereto and incorporated herein by reference. Such invoices shall be submitted using the most current version of the official Health Insurance Claim Form (CMS-1500) and shall include, but not be limited to, the following information: DHS' Centralized Dispatch Office (CDO) run number (list in section 23, "Prior Authorization Number" of the CMS-1500), patient name, the date(s) and time(s) the service(s) were respectively provided, the pick-up and destination sites, itemized charges and the number of miles traveled. The information required may be revised by Director from time-to-time with reasonable notice by County to Contractor.
- 5.4.2 The Contractor's invoices shall contain the information listed above and set forth in Exhibit A - Statement of Work describing the transportation services, for which payment is claimed. The Contractor shall invoice the County in arrears only for providing services specified in Exhibit A - Statement of Work and elsewhere hereunder. Reimbursement to Contractor shall be only for services requested by the DHS' CDO.
- 5.4.3 Invoices submitted to County for services under this Master Agreement must be received by the EMS Agency within sixty (60) days following the month of service, unless Contractor is awaiting coverage determination or payment from a third party payor that was identified after the transport. Contractor shall submit original invoices to the Emergency Medical Services (EMS) Agency, Ambulance Billing Coordinator, at

10100 Pioneer Boulevard, Suite 200, Santa Fe Springs,
California 90670.

- 5.4.4 If Contractor becomes aware that the patient transported has third party coverage, excluding Medi-Cal or Medicare, and the transport is reimbursable, Contractor shall bill the third party. If Contractor receives any reimbursement, from a third party, regardless of the amount, there shall be no payment from County for services provided. Should Contractor receive any payment for services from a third-party payer after County has paid Contractor for those services, Contractor shall immediately notify County and shall refund County's payment for that patient within thirty (30) days. If Contractor is not reimbursed by the third party within one hundred fifty (150) days from date of transport, Contractor may bill the County within thirty (30) days and submit supporting documentation with the invoice(s).
- 5.4.5 County shall reimburse Contractor for all service calls received from the CDO within thirty (30) days following receipt by County of a complete and correct itemized billing. County may request additional supporting documents, and invoices may be adjusted to reflect correct charges; Contractor will be notified of such changes. County may return invoices to Contractor for correction.
- 5.4.6 Contractor shall not bill a patient or their family, for services under this Master Agreement, unless it is determined that the patient has private insurance and there is a co-pay or unmet deductible for such services.
- 5.4.7 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.4.8 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of this Master Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.6 Cost of Living Adjustments (COLAs)

The Master Agreement base rates (Ambulance BLS, ALS, RN-Staffed, RCP-Staffed, and Ambulette First Patient only) may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price

Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Region for the most recently published percentage change for the 12-month period preceding the Master Agreement anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage Master Agreements, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Master Agreement) from the base upon which a COLA is calculated, unless the Contractor can show that labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Master Agreement, it shall require a written amendment to this Master Agreement first, that has been formally approved and executed by the parties, in accordance with Sub-paragraph 8.1 AMENDMENTS.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Master Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit C – County’s Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Master Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement.

6.3 County's Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Master Agreement. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit D – Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or contact information of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with the County's Project Monitor on a regular basis.

7.2 Contractor's Authorized Official(s)

7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit D – Contractor's Administration. The Contractor shall notify the County in writing of any change in the name(s) or contact information of the Contractor's Authorized Official(s) within five (5) business days of such change.

7.2.2 The Contractor represents and warrants that all requirements of the Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of the Contractor.

7.3 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor shall ensure that each of its ambulance or ambulette employee is (a) neat and clean in appearance and wears a uniform that identifies Contractor's company by name and insignia as well as the employee's name and level of pre-hospital certification when responding to all calls under this Master Agreement; and (b) is trained to handle patients in a manner consistent with Los Angeles County pre-hospital care policies, procedures, and protocols.

The Contractor shall provide, at the Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

7.5 Background and Security Investigations

- 7.5.1 All Contractor staff performing work under this Master Agreement shall undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. The County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The County shall perform the background check.
- 7.5.2 The County may request that the Contractor's staff members be immediately removed from working on the County Master Agreement at any time during the term of this Master Agreement if such staff member does not pass a background investigation to the satisfaction of the County or whose background or conduct is incompatible with the County's facility access. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.5.3 The County may also immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with the County facility access.
- 7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Furthermore, the Contractor shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Master Agreement; (ii) promptly transmit to the County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Master Agreement, any such records or information to any person or organization other than the County without the County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Master Agreement, return all such records and information to the County or maintain such records and information in accordance with the written procedures that may be provided or made available to the Contractor by the County for this purpose.
- 7.6.3 The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 7.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled

to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

7.6.4 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Master Agreement.

7.6.5 The Contractor shall sign and adhere to the provisions of the Exhibit H - Contractor Acknowledgement and Confidentiality Agreement on behalf of itself and all employees, subcontractors, agents and other persons who may provide work on behalf of Contractor under this Master Agreement.

7.7 Staff Performance Under The Influence

The Contractor shall not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Master Agreement Sum, payments, or any term or condition included under this Master Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or designee. To implement such changes, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors, or its authorized designee.

- 8.1.3 The Director of DHS, or designee, may at its sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and by the Director or designee.
- 8.1.4 The Director or designee may require, at its sole discretion, the addition and/or change of certain terms and conditions in the Master Agreement to conform to changes in federal or state law or regulation, during the term of this Master Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor's written consent, to preserve this Master Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and by the Director or designee.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, the County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Master Agreement.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this

Master Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor shall immediately notify the County in writing, during the term of this Master Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor shall reimburse the County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who was excluded or suspended regardless of the Contractor's prior knowledge of such exclusion or suspension. Failure of the Contractor to comply with this provision shall constitute a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within thirty (30) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for the County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the Facility's Project Manager within ten (10) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.6.1 In the performance of this Master Agreement, the Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Master Agreement are incorporated herein by reference.

8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, agents and volunteers, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS-ANTIDISCRIMINATION AND AFFIRMATIVE ACTION LAWS

- 8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.7.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.7.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.7.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.7.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end

that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.7.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.7 when so requested by the County.

8.7.7 If the County finds that any provisions of this Sub-paragraph 8.7 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.7.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.7.9 Antidiscrimination in Services

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this Sub-paragraph, discrimination in the provision of services

may include, but is not limited to, the following: Denying any person any service or benefit or the availability of any service provided through this Master Agreement; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. The Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.7.10 The Contractor shall certify to, and comply with, the provisions of Exhibit E - Contractor's EEO Certification.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#), a copy of which is attached as Exhibit F and incorporated by reference into and made part of this Master Agreement.

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that the Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for

such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Master Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award or administration of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.9 shall be a material breach of this Master Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR ON A COUNTY RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County

employees who are on a re-employment list during the life of this Master Agreement.

8.11 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS FOR EMPLOYMENT

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but

may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the

Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its subcontractors, can access posters and other campaign material at <https://www.lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

8.14 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.14.1 The Contractor hereby warrants that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the Contractor or any aforementioned parties mandatory exclusion or suspension from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.14.2 The Contractor shall indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any exclusion or suspension of the Contractor or its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

- 8.14.3 Failure by the Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Master Agreement.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.15.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.16.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with [Los](#)

8.17 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will monitor the Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.18.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage other than normal wear and tear to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.18.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.
- 8.18.3 The County reserves the unilateral right to make any repairs which Director determines, in its sole discretion, to be a public safety issue requiring immediate repair. The County will bill the Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by the County to the Contractor.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.19.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall

obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.19.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.20 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard appropriate facsimile or digital representations of original signatures of authorized officers received via a facsimile or electronic communicative, as legally sufficient evidence, such that the parties need not follow up facsimile or digital/electronic transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions.

8.21 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.22 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, the Contractor agrees that for a period of four (4) years following the furnishing of services under this Master Agreement, the Contractor shall maintain and make available, upon written request, to the Secretary of the

United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the Agreements, books, documents and records of the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), the Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.23 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care Facilities maintained by the County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master Agreement, full performance by the Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by the Contractor for which the County may immediately terminate this Master Agreement.

8.24 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.25 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions 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”). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I - “Business Associate” Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

8.26 INDEPENDENT CONTRACTOR STATUS

8.26.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.26.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor. Consistent with the foregoing, the County shall have no liability, and the Contractor shall be solely and fully liable and responsible, to any of the Contractor's employees, subcontractors or other persons providing work under this Master Agreement on behalf of the Contractor, if any such person is unable to work or is required to stop working (permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to this Master Agreement, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those relating to the work site. Nothing in this Sub-paragraph is intended in any way to alter or release Contractor from obligation to obtain and maintain the requisite workers' compensation coverage pursuant to Sub-paragraph 8.29.3 – Workers' Compensation and Employers' Liability.

8.26.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible

for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.26.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 – Confidentiality.

8.27 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Sub-paragraph 8.28 and Sub-paragraph 8.29 – Insurance Coverage of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.28.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the e-mail address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor's policy expiration dates. The County reserves the right to obtain

complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be e-mailed to the County of Los Angeles, Department of Health Services, Contracts and Grants Division, as the Certificate Holder at:

emsinsurance@dhs.lacounty.gov

The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.28.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.28.3 Cancellation of or Changes in Insurance

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.28.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Master Agreement, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Master Agreement. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.28.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

8.28.6 Contractor's Insurance Shall Be Primary

The Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.28.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.28.8 Sub-Contractor Insurance Coverage Requirements

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.28.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's

payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.28.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.28.11 Application of Excess Liability Coverage

The Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.28.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.28.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, the Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.28.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

8.29 INSURANCE COVERAGE

8.29.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01),

naming the County and its Agents as an additional insured, with limits of not less than:

Ambulances

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

Ambulettes

General Aggregate:	\$1 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.29.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.29.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements

of any federal workers or workmen's compensation law or any federal occupational disease law.

8.29.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability/Errors and Omissions**

Insurance covering the Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, the Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.

software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

The Contractor shall obtain and maintain in effect during the term of this Master Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable

to its performance of this Master Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to the County upon request.

8.31 INTENTIONALLY OMITTED

8.32 INTENTIONALLY OMITTED

8.33 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.34 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.35 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Facility's Project Manager and/or Facility's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the Facility's Project Manager or Facility's Project Director is not able to resolve the dispute, the Director of DHS, or designee shall resolve it.

8.36 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.37 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Exhibit G provides a link to the County's website where the Contractor can access posters and other campaign material.

8.38 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid or emailed, to the parties as identified in Exhibit C - County's Administration and Exhibit D - Contractor's Administration. Contact information may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.39 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.40 PUBLIC RECORDS ACT

8.40.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.42 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if

disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.40.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.41 PUBLICITY

- 8.41.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or designee. The County shall not unreasonably withhold written consent.

- 8.41.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.41 shall apply.

8.42 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 8.42.1 The Contractor shall maintain, and provide upon request by the County, accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement.

- 8.42.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.42.3 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.42.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.42 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.42.5 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the

difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.43 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.44 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's services under this Master Agreement, the Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

8.45 SUBCONTRACTING

8.45.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.45.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.

- 8.45.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.45.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.45.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.45.6 The Director or designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.45.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.45.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the Certificate Holder, at:

emsinsurance@dhs.lacounty.gov

before any subcontractor employee may perform any work hereunder.

8.46 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement

which by their nature should survive, the following Paragraphs, Sub-paragraphs and/or Exhibits shall survive any termination or expiration of this Agreement:

Sub-paragraph 5.3 - No Payment for Services Provided Following Expiration/Termination of Master Agreement

Sub-paragraph 7.6 - Confidentiality

Sub-paragraph 8.6 - Compliance with Applicable Laws, Rules and Regulations

Sub-paragraph 8.24 - Governing Law, Jurisdiction, and Venue

Sub-paragraph 8.27 - Indemnification

Sub-paragraph 8.28 - General Provisions for all Insurance Coverage

Sub-paragraph 8.29 - Insurance Coverage

Sub-paragraph 8.42 - Record Retention and Inspection/Audit Settlement

Sub-paragraph 8.46 - Survival

Sub-paragraph 8.63 – Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Exhibit I – Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to [County Code Chapter 2.206](#).

8.49 TERMINATION FOR CONVENIENCE

8.49.1 The County may terminate this Master Agreement, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.49.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Master Agreement on the date and to the extent specified in such notice; and
- Transfer title and deliver to the County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.42 - Record Retention and Inspection/Audit Settlement.

8.50 TERMINATION FOR DEFAULT

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the Director or designee:

- The Contractor has materially breached this Master Agreement;
- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.50.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.50.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or

negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.50.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.50.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.50, or that the default was excusable under the provisions of Sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.49 - Termination for Convenience.
- 8.50.5 The rights and remedies of the County provided in this Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

- 8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.51.2 The Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

- 8.51.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.52 TERMINATION FOR INSOLVENCY

- 8.52.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

- 8.52.2 The rights and remedies of the County provided in this Subparagraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance

hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.55 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

8.56 UNLAWFUL SOLICITATION

The Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. The Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.57 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.58 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such

provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.59 WARRANTY AGAINST CONTINGENT FEES

8.59.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.59.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.60 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

8.60.1 The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

8.60.2 If Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.60.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.61 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#), Employment Discrimination: Conviction History. Contractor's violation of this Sub-

paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.62 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, including its employees and subcontractors, acknowledges and certifies receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.63 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN MASTER AGREEMENT PROCEEDING

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.1.1 The Contractor staff working on this Master Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq., shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.1.2 The Contractor staff working on this Master Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or

suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Master Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

- 9.1.3 The Contractor staff's failure to report as required is considered a breach of this Master Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

**AUTHORIZATION OF MASTER AGREEMENT FOR
TRANSPORTATION OVERFLOW SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, of the Department of Health Services or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____ for
Christina R. Ghaly, M.D.
Director of Health Services

CONTRACTOR

<<TBD>>

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Georgina Glaviano
Deputy County Counsel

STATEMENT OF WORK

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EXHIBIT A
STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor agrees to transport patients for the Department of Health Services (DHS) and the Department of Mental Health (DMH) in appropriately licensed and staffed ambulance or ambulette units, as long as the patient pickup point is within Los Angeles County and the transport is requested by DHS Central Dispatch Office (CDO).

Contractor agrees to keep a specified number of its ambulances and ambulette vehicles available within Los Angeles County on a twenty-four (24) hour basis.

2.0 VEHICLE INVENTORY

Contractor shall provide vehicle inventory for placement into service under this Master Agreement for approval to the County's DHS, Emergency Medical Services (EMS) Agency, Ambulance Program Coordinator, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.

3.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.17, County's Quality Assurance Plan.

3.1 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance

3.2 Written Policies and Procedures

Contractor shall have written policies and procedures for:

- (1) Pre-employment screening/hiring standards
- (2) Orientation and training program for new employees
- (3) In-service training and education
- (4) Personnel evaluations

- (5) Work schedules/work coverage protocols
- (6) Dispatch protocols which shall include policies and procedures that conform to the Los Angeles County Prehospital Care Manual, Reference No. 226, Private Ambulance Provider Non 9-1-1 Medical Dispatch, and Reference No. 517, Private Provider Agency Transport/Response Guidelines.
- (7) Evaluation and handling of patients in the provision of service, including policies and procedures that conform to all applicable Los Angeles County Prehospital Care Policies (e.g., Reference No. 838, Application of Patient Restraints, Reference No. 502, Patient Destination.)

Contractor shall maintain documentation/verification that employees have been informed of each of the above policies and all such policies and procedures shall be available for review at reasonable times by Director or designee.

4.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

4.1 Personnel

The County will administer the Master Agreement according to the Master Agreement, Paragraph 6.0, Administration of Master Agreement - County. Specific duties will include:

- 4.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.
- 4.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

CONTRACTOR

4.2 Project Manager

- 4.2.1 Contractor shall provide a full-time Project Manager and a designated alternate. County must have access to the Project Manager or designated alternate during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager or designated alternate may be reached on a twenty-four (24) hour per day basis.
- 4.2.2 Project Manager shall act as a central point of contact with the County.
- 4.2.3 Project Manager/alternate shall have five (5) years of increasingly responsible experience in the operation or management of a basic life support or advanced life support transport service.
- 4.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

4.3 Personnel

- 4.3.1 Upon request of CDO, Contractor shall provide on a 24-hours per day, seven days per week, emergency medical technician (EMT), emergency medical technician-paramedic (EMT-P), respiratory care practitioner or registered nurse personnel in compliance with the California Code of Regulations, Title 22 and the Los Angeles County Prehospital Care Manual for transportation of any patient. The requirement to provide a unit or units staffed with Los Angeles County accredited paramedics, registered nurse personnel or respiratory care practitioner personnel, shall apply only if Contractor is expressly authorized by the EMS Agency to render such services.

When responding to any call under this Master Agreement, the Contractor's ambulance vehicle shall have a Los Angeles County Seal and be staffed with a minimum of two (2) personnel including a driver and an ambulance attendant, both of whom must be currently certified in the State of California at the EMT or higher level of certification. Any person who is licensed by the State of California as a physician, registered nurse, or paramedic employed as an ambulance attendant shall not be required to have an EMT Certificate.

However, a minimum of two (2) EMTs, currently certified in California must staff each critical care transport vehicle in addition to at least one registered nurse and/or licensed respiratory care practitioner.

- 4.3.2 When responding to any call under this Master Agreement, the Contractor's ambulance vehicles shall be staffed with a minimum of a driver with both a valid California Driver's License and a current CPR certification card or higher level of certification. Personnel shall not exceed their applicable scope of practice or approved unit designation as defined by State and local regulations and policies.
- 4.3.3 Contractor shall ensure that each EMT and/or paramedic providing services under this Master Agreement must have the following: 1) a current EMT certificate or paramedic license; 2) an American Heart Association Healthcare Provider (or equivalent) Cardiopulmonary Resuscitation (CPR) certification card; 3) a California Ambulance Driver's Certificate (ambulance drivers); 4) a California Driver License or identification card; and 5) a Medical Examiner's Certification Form (MCSA-5876)
- 4.3.4 Contractor shall ensure that ambulance personnel providing services under this Master Agreement must have an CPR certification card or higher level of certification and, if driver's license is a Class A or Class B license, a current Medical Certification Form (MCSA-5876).
- 4.3.5 Qualifications for personnel staffing Contractor's vehicles shall be at least at the minimum licensure or certification level required by State law and the Los Angeles County Code for the level of care required for the patient.
- 4.3.6 Contractor's paramedic personnel who provide services under this Master Agreement must also be currently accredited as a paramedic in Los Angeles County.
- 4.3.7 Contractor's registered nurse or respiratory care practitioner personnel who provide services under this Master Agreement, in addition to possessing current licenses issued by the State of California, must also meet all other applicable requirements specified in the Los Angeles County Prehospital Care Manual, Reference No. 414, Specialty Care Transport (SCT) Provider.
- 4.3.8 Contractor shall maintain current copies (which shall be available to County staff upon request for viewing and copying) of all applicable required licenses, certificates and/or accreditations for each employee providing services under this Master Agreement.

- 4.3.9 Dispatch Center Staffing (Ambulance Only): Contractor's dispatch center shall be staffed, 24-hours per day, seven days per week. Personnel assigned to the Dispatch Center for call-taking and/or dispatching of ambulance vehicles, shall meet the minimum personnel requirements specified in the Los Angeles County Prehospital Care Manual, Reference No. 226, Private Ambulance Provider Non 9-1-1 Medical Dispatch. Medical direction and oversight of the Dispatch Center shall be provided by a physician as specified in Reference No. 226.
- 4.3.10 Contractor shall not permit any of its employees, including a dispatcher, to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.

4.4 Uniforms/Identification Badges

Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Master Agreement.

4.5 Ambulance/Ambulette Vehicles and Equipment

- 4.5.1 Contractor shall ensure that each ambulance and ambulette vehicle is maintained in good mechanical and sanitary condition.
- 4.5.2 Contractor agrees to identify all ambulance and ambulette vehicles used under this Master Agreement with the Contractor's name clearly visible to the general public in the paint scheme and company logo approved by the EMS Agency.
- 4.5.3 Director, or designee, may at any reasonable time, without prior notice, inspect any of Contractor's ambulance or ambulette vehicles in order to ascertain Contractor's compliance with the Master Agreement.
- 4.5.4 Contractor shall maintain all of the unit equipment used hereunder in good mechanical and sanitary condition at all times. This equipment shall be subject to inspection by Director or designee at any reasonable time, without prior notice. All vehicles shall be stocked with appropriate and adequate medical equipment and supplies for the level of service (e.g. Ambulette, BLS, ALS or SCT) being provided and approved by the EMS Agency. Such equipment and supplies shall meet all applicable requirements specified in State regulation, the Los Angeles County Code and the Los Angeles County Prehospital Care Manual.

- 4.5.5 Ambulance vehicles used under this Master Agreement shall carry an original or copy of the vehicle's California Department of Motor Vehicles (DMV) Registration, original or copy of the vehicle's county business license or temporary authorization, Los Angeles County Seal, original or copy of vehicle insurance identification card, copy of the most current California Highway Patrol (CHP) inspection sheet and the original CHP ambulance identification certificate. All such vehicles shall be subject to inspection by County staff designated by Director. Ambulance vehicle documents shall be available for review and copying by County staff pursuant to Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Master Agreement.
- 4.5.6 Ambulette vehicles used under this Master Agreement shall carry an original or copy of the vehicle's California DMV Registration, original or copy of the vehicle's county business license or temporary authorization and an original or copy of the vehicle's insurance identification card. All such vehicles shall be subject to inspection by County staff designated by Director. Ambulette vehicle documents shall be available for review and copying by County staff pursuant to Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Master Agreement.
- 4.5.7 The purchase of all ambulance/ambulette vehicles and equipment to provide the needed services is the responsibility of the Contractor. Such ambulance/ambulette vehicles shall meet all applicable requirements specified in State regulation, the Los Angeles County Code and the Los Angeles County Prehospital Care Manual. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee and patients, including but not limited to, properly working heating and air conditioning for all vehicles used under the Master Agreement.

4.6 Dispatch Center/Communications Equipment (Ambulance Only)

- 4.6.1 Contractor's dispatch center shall have a mechanism in place to document time events for each request for service as outlined in Los Angeles County Prehospital Care Manual Reference No. 226, Private Ambulance Provider Non 9-1-1 Medical Dispatch.
- 4.6.2 Contractor agrees to ensure that the dispatch center and ambulance personnel have communication capabilities allowing for immediate communications with one another at any time a vehicle is being used under this Master Agreement.

- 4.6.3 All ambulance vehicles used under this Master Agreement shall have a minimum of two (2) forms of portable communication devices per vehicle. At least one (1) of these communication devices must be capable of instant/immediate, direct communication (push to talk) with Contractor's dispatch center.
- 4.6.4 Contractor's communications between the dispatch center and ambulance crews shall be recorded for all transports performed under this Master Agreement.
- 4.6.5 Should the County enter into agreements for upgraded dispatching systems or future dispatch technologies that are identified which improve dispatching capabilities, the Contractor shall agree to cooperate, participate and negotiate in good faith to perform system evaluations or pilot projects and implement any mutually agreed upgrade or improvement plan to any communication, ePCR or CAD system that involves the Contractor and provides a benefit or improvement to service delivery for the County, including but not limited to, the capability of direct automatic vehicle locator dispatch of ambulances, or dispatch software applications.

4.7 Training

- 4.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 4.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to California Occupational Safety and Health Administration standards.
- 4.7.3 In addition to the provision of ambulance staffing at the customary EMT scope of practice level as specified in the California Code of Regulations, Title 22 and the Los Angeles County Prehospital Care Manual, Reference No. 802, EMT Scope of Practice and possess a current CPR card equivalent to American Heart or Red Cross Basic Life Support at the healthcare provider level.
- 4.7.4 Contractor shall ensure that each of its ambulance employees is knowledgeable in managing behavioral emergencies and the safe restraint of patients when necessary during the performance of services hereunder, and will follow procedures pertaining thereto and as set forth in the Los Angeles County Prehospital Care Manual, Reference No. 838, Application of Patient Restraints and herein. Contractor may utilize the Behavioral Emergency Training program developed by the EMS Agency. If another training curriculum is

utilized, it must be approved by the EMS Agency in advance. A copy of the Course Completion Certificate for this training shall be retained in the employee's file.

4.8 Contractor's Telephone Numbers and Dispatch Center

Contractor shall provide the EMS Agency with sufficient telephone number(s) for twenty-four (24) hour access to Contractor's dispatch center without a response to call delay of more than five (5) minutes. In addition, Contractor shall provide in writing any changes in telephone numbers of its dispatch center to the EMS Agency's Ambulance Programs Section, Attention: Ambulance Programs Coordinator, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.

Contractors providing ambulette services only are exempt from the twenty-four (24) hour access requirement. Any changes in hours of operation should be sent in writing to the Ambulance Programs, EMS Program Head, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.

4.9 Crew Quarters

Contractor agrees that crew quarters in each of its facilities from which transportation overflow services are provided under this Master Agreement shall be maintained in a clean, sanitary, and livable condition. If Contractor's staff works 24-hour shifts, the applicable crew quarters shall also include kitchen and shower facilities that are in good working order. County staff may at any reasonable time, without prior notice, inspect Contractor's crew quarters in order to ascertain Contractor's compliance with these requirements.

4.10 Licenses/Permits

4.10.1 Contractor must possess an Ambulance and/or Ambulette Operator Business License issued by the County of Los Angeles. Such business license must be in good standing, without pending or current licensure actions (e.g. probation, suspension, or revocation) in place nor any notice(s) of violation or notice(s) of administrative fine(s), which were upheld, within the preceding six (6) consecutive months.

4.10.2 Contractor shall possess and maintain current business licenses and/or tax permits for each applicable incorporated city in the County in which Contractor responds for the transport of patients under this Master Agreement. All such business licenses and/or tax permits shall be available for review and copying by County staff pursuant to Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Master Agreement.

- 4.10.3 For each ambulance vehicle used under this Master Agreement, a CHP permit and County of Los Angeles business license shall be obtained and kept in force by Contractor. For each ambulette vehicle used under this Master Agreement, a County of Los Angeles business license shall be obtained and kept in force by Contractor.
- 4.10.4 As a material term of this Master Agreement, Contractor shall maintain all applicable licenses, permits, and certifications in order to perform services as set forth in this Master Agreement.
- 4.10.5 Director shall have the right to immediately suspend services under this Master Agreement in the event of a suspension or revocation of Contractor's ambulance or ambulette operator's business license/permit.

4.11 Response Time Requirements

4.11.1 Contractor agrees to respond to CDO calls within the response time that is given by Contractor and accepted by CDO. Response times will be monitored based on these standards and the estimated time of arrival (ETA) given by Contractor and accepted by CDO. Accepted response times shall be met at a minimum of 90% of the time.

- 1) If the contractor meets the 90% compliant threshold no further action is needed.
- 2) If the contractor is between 80% and 89.9% they are required to discuss the 90% requirement with their communications team to ensure accurate ETA's are submitted.
- 3) If the contractor is compliant between 70% and 79.9% they are required to submit an Action Plan of Improvement (API). If the contractor has three (3) API's in a six (6) month span they will be required to attend a meeting to go over the contractor's performance. If the contractor has two (2) meetings in a six (6) month span, the contractor's performance issues will be forwarded to the EMS Agency Ambulance Licensing and Contracts team for review and assistance. This may result in additional meetings, contract postponement and or contract termination based on the contractor's performance.
- 4) If the contractor is 69.9% compliant or lower they will be required to attend a meeting in addition to the API. If the contractor has two (2) meetings in a six (6) month span the performance issues will be forwarded to the EMS Agency Ambulance Licensing and Contracts team for review and assistance. This may result in

additional meetings, contract postponement and or contract termination based on the contractor's performance.

- 4.11.2 Response time is defined as the interval of time, between the time all dispatch information has been obtained by a Master Agreement provider's dispatcher (i.e., patient name, authorization number, point of pickup, destination, and any special services needed), to the time Contractor's personnel arrive at patient.
- 4.11.3 Contractor shall inform CDO at the time the request is made if it does not have ambulance units available to respond in a timely manner to a request for patient transportation services, or if Contractor will be delayed longer than the original ETA to the scene.
- 4.11.4 In the event that Contractor, acting upon an official request from CDO, responds with its personnel and equipment, and upon arrival at the point of patient pickup, is advised by the requesting facility that the patient will not be transported, Contractor shall immediately notify the CDO that such service is not needed and has been canceled. Such runs will be paid as "dry runs."
- 4.11.5 In addition, Contractor shall notify CDO of any unexpected or adverse incidents that are not routine in nature, either on scene, while transporting, at destination or at any other interval of the requested response either during or immediately after the call, but never later than the end of the responding crews shift. These may include but are not limited to facility complaints, patient complaints, bystander/family complaints, patient incident that does or does not include an injury/death to the patient or crew, vehicle malfunction, vehicle collision, patient abandonment, patient AWOL or any other unexpected incident during the call.
- 4.11.6 CDO currently handles all reporting and compliance monitoring. However, the contract requirement listed here can be reinstituted with 30 days notice.

By the 15th of each month following the month of service, Contractor shall submit a Monthly Response Time Report to the EMS Agency electronically at: overflowresponsetimereports@dhs.lacounty.gov, and shall include the following for each call: 1) CDO run number; 2) date and time that transport request was received from CDO; 3) date and time that transporting unit was dispatched; 4) date and time that transport personnel arrived at patient; 5) patient pick-up location/address, and 6) patient destination location/address. The monthly response time reports shall be submitted using Attachment I, "Monthly Response Time Report" template. This data shall be submitted in an Excel®, or comparable format, that allows for the data to be sorted and analyzed. The attached

"Monthly Response Time Summary", Attachment II, template shall also be completed and submitted electronically monthly along with the "Monthly Response Time Report" at the above e-mail address. If there is a change to the reporting requirements the contractor will be given 30 days notice prior to implementation.

4.12 EMS Service Provider Quality Improvement Program

4.12.2 Contractor shall cooperate in all respects with EMS Agency's medical quality improvement (QI) program pursuant to the California Code of Regulations, Title 22, and all applicable EMS Agency Prehospital Care policies for ambulance providers and permit access by Director's quality improvement representatives to Contractor's patient care records and other patient care related documentation (e.g. dispatch records, incident reports, etc.).

4.12.3 Contractor shall establish a quality improvement program to include: 1) a QI plan with metrics for each approved level of service which has been submitted to the EMS Agency and approved. The QI plan shall be reviewed annually by Contractor to ensure that it continues to reflect Contractor's current organizational processes. If updates are required, the revised QI Plan shall be submitted to the EMS Agency or if there are no updates, a signed and dated QI Plan cover sheet shall be submitted to the EMS Agency during the annual program review; 2) indicators that reflect aspects of quality of care that affect patient outcomes specific to the applicable scope of practice for the patient transports performed by Contractor's personnel, analysis of data (including any corrective actions taken, such as classes, meetings, bulletins, etc.); and 3) documented organizational QI meetings to ensure compliance with Master Agreement requirements and adherence to medical and dispatch protocols and performance standards as established by the EMS Agency.

4.13 Procedural Guidelines for Patient Transportation

4.13.2 Calls for patient transportation shall be assigned to one or more eligible companies servicing an area at the sole discretion and authority of the County. More than one company may be called to ensure an acceptable response time.

CDO shall specify the level of staffing, and any special needs (e.g. vehicle that allows for securing of a neonatal isolette, bariatric gurney, female attendant, etc.). required in its request to Contractor. CDO will also specify whether an ambulette, BLS, ALS, or SCT staffed ambulance is required and whether a registered nurse and/or respiratory care practitioner team is required for a

SCT transport. CDO will only request ALS or SCT level staffing from contractors who are approved to provide such service(s) on a 24-hours per day, seven (7) days per week basis. If an ambulette or van is requested, Contractor shall be reimbursed at the ambulette rate regardless of the type of vehicle dispatched by Contractor, including an ambulance.

- 4.13.3 During the initial call, CDO shall inform the Contractor transportation dispatcher of exactly where Contractor personnel are to pick-up patient, and whether a female attendant is required. Such female attendant must be an EMT assigned to the responding ambulance and additional charges are not applicable.
- 4.13.4 Upon arrival, Contractor personnel shall notify CDO of their arrival time via the Contractor dispatcher or other pre-established means. Failure to contact CDO may result in non-payment for the transport.
- 4.13.5 Contractor personnel shall contact and request approval from CDO for waiting times exceeding the first sixty (60) minutes. Waiting time is only applicable when the transporting EMTs are with the patient or in an area proximal to the patient, at the pick-up and/or destination point. Waiting time will only be paid if CDO directs the Contractor personnel to continue to wait for the patient. Wait time charges will not be approved after the fact.
- 4.13.6 County staff should be present with the patient when Contractor personnel arrive at the patient's bedside for transport from a County-operated health facility.
- 4.13.7 Contractor personnel cannot be compelled to transport a patient without restraints if they fear for their own or the patient's safety. If this occurs and the decision is made not to transport the patient, Contractor shall notify CDO. Contractor will be reimbursed at the dry run rate.
- 4.13.8 Contractor personnel shall be in compliance with the EMS Agency Prehospital Care Manual, Reference No. 838, Application of Patient Restraints, as now enacted or as may be revised.

In addition, the following shall apply:

- (a) Contractor personnel shall acknowledge that they have been trained on the requirements for the transportation of patients with behavioral emergencies and the safe restraint of patients when necessary, and a copy of that acknowledgment shall be retained in the employee's file;
- (b) County staff is responsible for the management of the patient

at a County health facility pickup location and shall direct and assist Contractor personnel until such time that:

- (1) If applicable, the patient is physically restrained on the gurney to the satisfaction of both County staff and Contractor personnel; and
- (2) Contractor personnel receive the transportation order and all needed clinical/legal documentation.

Contractor personnel are thereafter responsible for ensuring transportation that is safe for both the patient and themselves.

4.13.9 Contractor personnel shall not be required to transport a second patient. If they are requested to and agree to perform the transport they are compensated as an additional patient, and not an additional base rate.

4.13.10 County staff shall inform the patient what is happening to him/her when the pickup site is a County facility and shall not delegate this duty to Contractor personnel.

4.13.11 At the time of dispatch, CDO staff are responsible for communicating all readily available information to Contractor personnel, which may include:

1. Patient's name with pickup site and destination address;
2. Presenting problem;
3. Potential for unpredictable behavior and dangerousness when known;
4. Current substance abuse, known contagious or infectious diseases; and other medical problems;
5. Whether medication has been administered and all applicable precautions.

4.13.12 Contractor personnel must remain with the patient until the patient is accepted by the receiving facility. The patient, if in restraints, shall not be left alone or taken out of restraints until the transfer is completed (unless patient care cannot be adequately rendered with restraints; e.g., patient has cardiac arrest).

4.13.13 Contractor personnel are not required to leave or "trade" their restraint devices with County/State facilities when delivering a patient. If County restraints were used during the transport,

Contractor shall assure that they are returned to the County facility as soon as reasonably appropriate and convenient following the transport. County shall have no responsibility for paying Contractor any costs it might incur in returning such restraints.

- 4.13.14 After the patient has been accepted, Contractor personnel are not expected to wait at the facility for the outcome of the evaluation, except at State hospitals where a patient may not be accepted before the evaluation. (Applicable waiting times, when approved by CDO, shall be applied in the latter circumstance.)
- 4.13.15 In the event the receiving facility refuses to accept the patient for evaluation, Contractor personnel should call the Contractor dispatcher who shall contact CDO for instructions.
- 4.13.16 The personal valuables of the patient must be protected and accounted for by County staff, Contractor personnel, and the receiving facility. After verifying the personal valuables, each of the above parties should sign a form, or copy of a form, which describes this property. Contractor is not required to transport more than Twenty-Five Dollars (\$25) cash or more than twenty (20) lbs. or one (1) bag (whichever is less) of personal property. Contractor is not required to transport other patient property, including electric wheelchairs, personal television sets or other electronic equipment, food, flowers, etc., or any amount of cash greater than Twenty-Five Dollars (\$25). The County's CDO staff shall advise the party requesting transport that he/she is responsible for arranging the transportation of any patient property other than the initial Twenty-Five Dollars (\$25) cash, twenty (20) lbs. or one (1) bag of patient's personal property.
- 4.13.17 Contractor personnel shall take patients by the quickest and most direct route to the destinations requested by CDO, and shall not make any intermediate stops en route (e.g., the patient's home). If for any reason the patient is released by Contractor personnel or elopes before the destination is reached, CDO must be immediately notified. If the patient's condition deteriorates prior to reaching the destination requested by CDO, Contractor personnel may divert its ambulance or other transport vehicle to the most accessible 9-1-1 receiving hospital consistent with applicable Los Angeles County Prehospital Care Manual. The CDO shall be notified whenever the transport unit is diverted. If the transport is ALS staffed, the appropriate base hospital shall also be notified.
- 4.13.18 If problems are encountered by Contractor's personnel, they should document them in writing, as appropriate, on the patient care report and/or Contractor's incident reporting form and immediately inform their supervisor and CDO.

- 4.13.19 From time to time, CDO may request Contractor to transport a patient's companion, relative or guardian with a patient. Contractor may transport such companion, relative or guardian if Contractor has space in his/her vehicle, the relative or guardian can be secured by a seat belt or other restraining device and the transport and care of the patient shall not in any way be adversely affected. If Contractor cannot, or chooses not to transport a patient's companion, relative or guardian, and the patient refuses to be transported without such companion, parent or guardian, Contractor shall immediately notify the CDO so that CDO may arrange for alternative transportation for the patient. Contractor shall then be reimbursed at the applicable dry run rate.
- 4.13.20 When clinical judgment at the requesting facility indicates a female attendant should accompany a female patient during ambulance transport, the facility shall request CDO to provide a female attendant. The female attendant must be one of the transporting personnel certified at the EMT level, at minimum. Contractor shall endeavor to provide a female attendant upon request of CDO and there are no additional charges that apply for the provision of such female attendant. If Contractor is unable to provide a female attendant, other companies may be called to determine the availability of a female attendant.
- 4.13.21 Contractor may bill for patient care related charges, if utilized during transport, without prior approval from CDO as follows:
- (a) Oxygen administration during BLS level transports.
- 4.13.22 Dry run charges are only applicable if the responding ambulance or ambulette arrives at the patient pick-up location; they are not applicable if the call is cancelled en route.

5.0 SECTION COVERS CONTRACTORS THAT ARE LICENSED TO PROVIDE SPECIALTY CARE TRANSPORTATION OVERFLOW SERVICES NICU/PICU TRANSPORTS

Contractors providing Neonatal Intensive Care Unit (NICU) and Pediatric Intensive Care Unit (PICU) Transportation Overflow Services shall be limited to acute care hospitals or to ambulance providers with personnel trained and approved for NICU/PICU transportation programs that provide the appropriate clinical staffing required for the safe transport and care of NICU/PICU patients in compliance with Los Angeles EMS Agency Reference 414 – Specialty Care Transport Provider. If an acute care hospital that contracts with an appropriately licensed ambulance company, Contractor shall have in place an

Agreement with its contracted ambulance company that has personnel trained and approved to perform as a NICU/PICU transportation provider and a provision that ensures compliance with Los Angeles County EMS Agency Reference 414 – Specialty Care Transport Provider. Contractor agrees to transport PICU or NICU patients, in appropriately licensed and staffed ground ambulances, from the Sending Facility to a Receiving Facility, either of which may be a County or Private hospital. All transports between the Sending Facility and the Receiving Facility shall be made in accordance with applicable federal and State laws and regulations, the standards of the Joint Commission, and any other applicable accrediting bodies.

5.1 SERVICE HOURS

Contractor shall provide PICU and NICU transports on an as-needed, 24 hours a day, seven (7) days a week basis.

5.2 RESPONSIBILITIES

5.2.1 Personnel

5.2.1.1 Upon request of CDO, Contractor shall provide Specialty Care Transport (SCT) for transportation of PICU and NICU patients in appropriately licensed ground ambulances staffed with trained personnel, in compliance with the California Code of Regulations, Title 22 and the Los Angeles County Prehospital Care Manual.

5.2.1.2 Contractor shall ensure that any personnel providing SCT services under this Master Agreement will comply with all applicable requirements specified in the Los Angeles County Prehospital Care Manual, Reference No. 414, SCT Provider.

5.2.1.3 Qualifications for personnel staffing Contractor's vehicles shall be at least at the minimum licensure or certification level required by State law and the Los Angeles County Code for the level of care required for the PICU and NICU patient.

5.2.1.4 Contractor's paramedic personnel who provide services under this Master Agreement must also be currently accredited as a paramedic in Los Angeles County.

5.2.1.5 Contractor's physician, registered nurse, and

respiratory therapist personnel who provide services under this Master Agreement, in addition to possessing current licenses issued by the State of California, must also meet all other applicable requirements specified in the Los Angeles County Prehospital Care Manual, Reference No. 414, SCT Provider.

5.2.1.6 Contractor shall maintain current copies (which shall be available to County staff upon request for viewing and copying) of all applicable required licenses, certificates and/or accreditations for each employee providing services under this Master Agreement.

5.2.1.7 Contractor shall not permit any of its employees to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.

5.3 Ambulance Vehicles and Equipment

5.3.1 Contractor may subcontract the provisions contained in Paragraph 4.5 of this Exhibit A-1 Statement of Work, of the Agreement, with approval from County Project Manager.

5.3.2 Contractor shall provide appropriately licensed and equipped ground ambulances required for the transportation of PICU or NICU patients.

5.3.3 Contractor shall maintain all of the unit equipment used hereunder in good mechanical and sanitary condition at all times. This equipment shall be subject to inspection by Director or designee at any reasonable time, without prior notice. All vehicles shall be stocked with appropriate and adequate medical equipment and supplies for pediatric SCT services provided. Such equipment and supplies shall meet all applicable requirements specified in State regulation, the Los Angeles County Code and the Los Angeles County Prehospital Care Manual.

5.4 Licenses/Permits

5.4.1 Contractor shall ensure that its ground ambulances possess an Ambulance Operator Business License issued by the County of

Los Angeles. Such business license must be in good standing, without pending or current licensure actions (e.g. probation, suspension, or revocation) in place nor any notice(s) of violation or notice(s) of administrative fine(s), which were upheld, within the preceding twelve (12) consecutive months.

5.4.2 Director shall have the right to immediately suspend services under this Master Agreement in the event of a suspension or revocation of Contractor's ground ambulances operator's business license/permit.

5.4.3 Contractor's staff shall meet the requirements under applicable State regulations and the EMS Agency's policies and procedures for the provision of services under this Master Agreement.

5.5 Response Time Requirements

Contractor agrees to respond to CDO calls within the response time that is given by Contractor and accepted by CDO. Response times will be monitored based on these standards and the estimated time of arrival (ETA) given by Contractor and accepted by CDO. Accepted response times shall be met at a minimum of 90% of the time.

- 1) If the contractor meets the 90% compliant threshold no further action is needed.

If the contractor is between 80% and 89.9% they are required to discuss the 90% requirement with their communications team to ensure accurate ETA's are submitted.

- 2) If the contractor is compliant between 70% and 79.9% they are required to submit an Action Plan of Improvement (API). If the contractor has three (3) API's in a six (6) month span they will be required to attend a meeting to go over the contractor's performance. If the contractor has two (2) meetings in a six (6) month span, the contractor's performance issues will be forwarded to the EMS Agency Ambulance Licensing and Contracts team for review and assistance. This may result in additional meetings, contract postponement and or contract termination based on the contractor's performance.
- 3) If the contractor is 69.9% compliant or lower they will be required to attend a meeting in addition to the API. If the contractor has two (2) meetings in a six (6) month span the performance issues will be forwarded to the EMS Agency Ambulance Licensing and Contracts team for review and assistance. This may result in additional meetings, contract postponement and or contract termination based on the contractor's performance.

- 5.5.3 Response time is defined as the interval of time, between the time the Contractor receives the required Patient information (i.e., patient name, authorization number, point of pickup, destination, and any special services needed), to the time Contractor's personnel arrive at the Sending Facility to transport the patient.
- 5.5.4 Contractor shall inform the CDO at the time the request is made if it does not have ambulance units available to respond in a timely manner to a request for patient transportation services, or if Contractor will be delayed longer than the original ETA to the scene.
- 5.5.5 Contractor shall notify CDO when each transfer request is completed.
- 5.5.6 CDO is currently handling all reporting and compliance monitoring. However, the contract requirement listed in 5.5.7 can be reinstituted with 30 days notice.
- 5.5.7 By the 15th of each month following the month of service, Contractor shall submit a Monthly Response Time Report to the EMS Agency electronically at: overflowresponsetimereports@dhs.lacounty.gov, and shall include the following for each call: 1) CDO run number; 2) date and time that transport request was received from CDO; 3) date and time that transporting unit was dispatched; 4) date and time that transport personnel arrived at patient; 5) patient pick-up location/address, and 6) patient destination location/address. The monthly response time reports shall be submitted using Attachment I, "Monthly Response Time Report" template. This data shall be submitted in an Excel®, or comparable format, that allows for the data to be sorted and analyzed. The attached "Monthly Response Time Summary", Attachment II, template shall also be completed and submitted electronically monthly along with the "Monthly Response Time Report" at the above e-mail address.

5.6 Procedural Guidelines for Patient Transportation

- 5.6.1 CDO shall specify the level of staffing and any special needs required in its request to Contractor.
- 5.6.2 Contractor personnel may alter patient care rendered during transportation and/or designate a different facility as the

Receiving Facility only if the patient's condition warrants alteration.

- 5.6.3 Upon arrival, Contractor personnel shall notify CDO of their arrival time via telephone or other CDO approved/authorized method. Failure to contact CDO may result in non-payment for the transport.
- 5.6.4 Contractor personnel shall not be required to transport a second patient in the same vehicle.
- 5.6.5 Sending Facility staff should inform the patient's responsible adult what is happening to the patient and shall not delegate this duty to Contractor personnel.
- 5.6.6 At the time of dispatch, CDO staff are responsible for communicating all readily available information to Contractor personnel, which may include:
 - (a) Patient's name with pickup site and destination address;
 - (b) Presenting problem;
 - (c) Potential for unpredictable behavior and dangerousness;
 - (d) Current substance abuse, known contagious or infectious diseases; and other medical problems;
 - (e) Whether medication has been administered and all applicable precautions.
- 5.6.7 Contractor personnel must remain with the patient until the patient is accepted by the receiving facility with the exception of non-transports.
- 5.6.8 The personal effects, including, but not limited to, money and valuables of the patient must be protected and accounted for by the Sending Facility staff, Contractor personnel, and the Receiving Facility. After verifying the personal valuables, each of the above parties should document in contractor's designated area, which describes this property.
- 5.6.9 Contractor personnel shall take patients by the quickest and most direct route to the destinations requested by CDO.

- 5.6.10 If problems are encountered by Contractor's personnel, they should document them in writing, as appropriate, on the patient care report and/or Contractor's incident reporting form and immediately inform their supervisor and CDO.
- 5.6.11 From time to time, CDO may request Contractor to transport a patient's companion, relative or guardian with a patient. Contractor may transport such companion, relative or guardian if Contractor has space in his/her vehicle, the relative or guardian can be secured by a seat belt or other restraining device, and the transport and care of the patient shall not in any way be adversely affected.
- 5.6.12 Contractor may bill for patient care related charges, as outlined in Exhibit B, **RATES TO BE CHARGED COUNTY FOR TRANSPORTATION OVERFLOW AGREEMENT.**

TRANSPORTATION OVERFLOW AGREEMENT

RATES TO BE CHARGED TO COUNTY FOR
AMBULANCE/AMBULETTE
TRANSPORTATION

RATES PENDING

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY PROJECT DIRECTOR

Name: David Wells
Title: Assistant Nursing Director
Address: 10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Telephone: (562) 378-1677
Facsimile: (562) 906-4343
E-Mail Address: dwells@dhs.lacounty.gov

COUNTY PROJECT MANAGER

Name: Christopher Rossetti
Title: Section Head, Ambulance Programs
Address: 10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Telephone: (562) 378--1677
Facsimile: (562) 906-4343
E-Mail Address: crossetti@dhs.lacounty.gov

COUNTY AGREEMENT PROJECT MONITOR

Name: Christopher Rossetti
Title: Section Head, Ambulance Programs
Address: 10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Telephone: (562) 378--1677
Facsimile: (562) 906-4343
E-Mail Address: crossetti@dhs.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes ☐ | No ☐ |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes ☐ | No ☐ |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes ☐ | No ☐ |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes ☐ | No ☐ |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

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Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

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7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
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2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

For printing purposes, the Fact Sheet and other information is available on the Internet at:

<https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>

EXHIBIT H

FORMS REQUIRED AT THE TIME OF MASTER AGREEMENT EXECUTION

- H1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
 AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's Master Agreement.)

Contractor Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

"BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity 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").

Contractor performs or provides functions, activities or services to County that require Contractor 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, Contractor 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 County and Contractor 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 Contractor 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 Contractor 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 Contractor.

- 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 County.
- 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 Covered Entity. 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. § 164.502 (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 by Business Associate from or on behalf of Covered Entity. 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 Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "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 Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 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 Business Associate 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 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate 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 Business Associate 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 Business Associate 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 Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate 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 Business Associate 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 Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate 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 Business Associate 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 Business Associate 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 Business Associate shall report to Covered Entity 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.

- 5.1.1 Business Associate shall report to Covered Entity 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 Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate 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.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate 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.
 - 5.2.1 Business Associate 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 **(562) 940-3335** 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

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief HIPAA Privacy 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, CA 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 Business Associate 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 Business Associate 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 Business Associate 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.
- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
 - 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
 - 5.3.2 If the statement is made orally, Business Associate 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 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, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate 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, Contractor 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, Business Associate shall immediately notify County.
- 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 Covered Entity 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 Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity'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 Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

- 7.3 To the extent that Business Associate 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, Business Associate 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 Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity 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 Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity 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 Business Associate 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, Business Associate 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 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity 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 Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity 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 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 Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate 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 Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity 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 Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, 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 Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, 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 Business Associate 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 Covered Entity, 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 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, 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; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification 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.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate 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 Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate 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 Covered Entity, except

to the extent that Business Associate 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, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on

behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate 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 Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate 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 Business Associate 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 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity 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 Business Associate 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 Covered Entity and Business Associate 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, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity'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 Business Associate'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. Covered Entity makes no warranty or representation that compliance by Business Associate 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 Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

BUSINESS ASSOCIATE LISTING

Page 18 of 18

Business Associate Name: _____

Type of Services Provided: _____

Website URL: _____

First Point of Contact:

Title: _____

Name: _____

Address: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Second Point of Contact:

Title: _____

Name: _____

Address: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/27/2024		
BOARD MEETING DATE	12/17/2024		
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☒ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Public Works, Health Services, Mental Health		
SUBJECT	CP Harbor-UCLA Medical Center Replacement Program, Approve Construction Change Orders		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No		
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	Construction on the change order work needs to commence in December 2024 to avoid delays to the Harbor-UCLA Medical Center (H-UCLA MC) Replacement Program Outpatient/Support Building and Inpatient Tower.		
COST & FUNDING	Total cost: \$9,573,500		Funding source: Project is debt-financed through short-term Notes, long-term Bonds, or a combination of both types of financing mechanisms. There is sufficient funding in the \$1,755,000,000 project budget approved by the Board on June 25, 2024, to cover the cost of the proposed change orders.
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works is seeking Board approval to execute two construction change orders with Hensel Phelps Construction Company for a combined total not-to-exceed amount of \$9,573,500.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On February 8, 2022, the Board approved a total project budget of \$1,695,000,000 and a Design-Build Agreement with Hensel Phelps. On March 1, 2022; June 14, 2022; February 6, 2024; April 23, 2024; and October 22, 2024; the Board approved a total of 17 construction change orders with a combined total not-to-exceed value of \$41,420,000 and funded within the Board-approved project budget. On June 25, 2024, the Board approved the revised project budget of \$1,755,000,000, an increase of \$60,000,000 from the previous Board-approved amount of \$1,695,000,000. Design and construction of the H-UCLA MC Replacement Program is ongoing and on schedule to be completed by August 2027. For this Board letter, the first proposed change order will complete additional design and construction of the Emergency Responder Radio Coverage Distributed Antenna System at the Inpatient Tower and the Outpatient/Support Building, in accordance with the revised Fire Department Regulations.		
EQUITY INDEX OR LENS WAS UTILIZED	☒ Yes ☐ No If Yes, please explain how: The project will ensure that medical and mental health services continue to be provided to a community that has been historically underserved.		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 2 - Health Integration/Alliance for Health Integration by consolidating all inpatient and outpatient clinical and mental health services on the H-UCLA MC.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

December 17, 2024

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
HARBOR-UCLA MEDICAL CENTER
REPLACEMENT PROGRAM
APPROVE CONSTRUCTION CHANGE ORDERS
CAPITAL PROJECT NO. 67965
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to execute two construction change orders with Hensel Phelps Construction Company for the Harbor-UCLA Medical Center Replacement Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the scope of work to be carried out by the proposed change orders is within the scope of the environmental impacts analyzed in the previously certified Final Environmental Impact Report and subsequent Addenda Nos. 1, 2, and 3 for the Harbor-UCLA Medical Center Campus Master Plan.
2. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with Hensel Phelps Construction Company, for a not-to-exceed amount of \$5,671,000, to complete additional design and construction of the Emergency Responder Radio Coverage Distributed

Antenna System in accordance with the revised Fire Department Regulations at the Inpatient Tower.

3. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with Hensel Phelps Construction Company, for a not-to-exceed amount of \$3,902,500, to complete additional design and construction of the Emergency Responder Radio Coverage Distributed Antenna System in accordance with the revised Fire Department Regulations at the Outpatient/Support Building.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to seek Board approval to find that the scope of work in the proposed change orders is within the scope of the impacts analyzed in the County's previously certified Final Environmental Impact Report (FEIR) and subsequent Addenda Nos. 1, 2, and 3; and authorize Public Works to execute two change orders, for a combined total not-to-exceed amount of \$9,573,500, within the Board-approved project budget of \$1,755,000,000, with Hensel Phelps Construction Company.

Background

Senate Bill 1953 mandates that all California General Acute-Care Hospitals meet structural and nonstructural seismic strengthening requirements by January 1, 2030. The previously approved Harbor-UCLA Medical Center (H-UCLA MC) Replacement Program will not only bring the hospital into compliance with the mandate; but also consolidate inpatient and outpatient services into new buildings that optimize operational effectiveness, reduce operation and maintenance costs, provide outpatient facilities that accommodate planned patient visits, implement sustainability, and create a campus designed for the wellbeing of patients and staff.

The program includes construction of an Outpatient/Support Building, which includes 234 exam rooms that are distributed across three floors of space. The clinics are arrayed throughout the floors to promote an integrated care model that meets patients complex care needs. The program also includes construction of an Inpatient Tower Building with 347 inpatient beds, including 36 psychiatric beds; new psychiatric emergency department; and permanent rooftop helistop. The current hospital is licensed at 453 beds and runs an average daily census of 312 patients, which has increased steadily over the past four years. The industry standard is to estimate census at 85 percent of licensed bed capacity; using this calculation, the proposed licensed capacity of 347 beds is necessary to meet patient demand.

Additionally, the program includes construction of a 1,500-stall above-grade parking structure; a new Central Utility Plant to serve new buildings under the jurisdiction of the California Department of Health Care Access and Information; a new Support Services Building for the campus Information Technology and Facilities staff; a new Regional Laboratory; and related make-ready work, such as several new surface parking lots, a 66-kilovolt electrical substation, a 12-kilovolt electrical building, and tenant improvements.

On February 8, 2022, the Board approved a total project budget of \$1,695,000,000 for the H-UCLA MC Replacement Program. The project budget included a stipulated sum Design-Build contract with Hensel Phelps for a maximum not-to exceed contract sum of \$1,238,179,000; inclusive of a \$1,112,179,000 stipulated sum contract plus a \$30,000,000 Design Completion Allowance; and a \$96,000,000 Medical Equipment Allowance. The Board also delegated authority to the Director of Public Works or his designee to approve change orders for a maximum of \$750,000 subject to the limits that the aggregate amount of all such delegated authority change orders does not exceed 25 percent of the original contract amount as set forth in Public Contract Code Section 20145.

On June 25, 2024, the Board approved the revised project budget of \$1,755,000,000, an increase of \$60,000,000 from the previous Board-approved amount of \$1,695,000,000, to address required design and jurisdictional changes, unforeseen conditions, and issues related to the Design Builder's Criteria Documents interpretation.

Between March 2022 and October 2024, the Board approved the execution of a total of 17 change orders for a total not-to-exceed amount of \$41,420,000 to Hensel Phelps. These change orders were within the Board-approved budget for various scopes of work but exceeded Public Works delegated authority of \$750,000.

Construction is 38 percent complete. The Support Services Building and the Parking Structure are complete. Construction of the Outpatient/Support Building, Inpatient Tower, and Regional Laboratory began in July 2023, June 2024, and August 2024, respectively. Construction of the Central Utility Plant will begin in November 2024. All buildings are scheduled to be completed by August 2027.

Proposed Change Orders

The recommended actions would approve the following two construction change orders with Hensel Phelps, which exceed Public Works delegated authority of \$750,000, but are within the Board-approved project budget of \$1,755,000,000.

Emergency Responder Radio Coverage Distributed Antenna System at Inpatient Tower: The proposed change order is for a \$5,671,000 not-to-exceed amount, to complete additional design and construction of Emergency Responder Radio Coverage Distributed Antenna System (ERRC DAS) in accordance with the revised Fire Department Regulations at the Inpatient Tower. The proposed change order is an increase in scope due to the Fire Department's revised ERRC DAS Regulation and Inspection Guidelines dated February 2, 2023, which came into effect after the award of the Design-Build Contract. The revised regulation requires additional channels and signal amplifiers, prescriptive antenna spacing of 50 feet in lieu of performance based antenna spacing, and installation of antenna cabling in conduits in lieu of exposed cabling. This proposed change order would be funded with the construction contingency.

Emergency Responder Radio Coverage Distributed Antenna System at Outpatient/Support Building: The proposed change order is for a \$3,902,500 not-to-exceed amount, to complete additional design and construction of ERRC DAS in accordance with the revised Fire Department Regulations at the Outpatient/Support Building. The proposed change order is an increase in scope due to the same reasons described under the Inpatient Tower above. This proposed change order is an added scope and would be funded with the construction contingency.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal A, Healthy Individuals and Families, Strategy ii, Improve Health Outcomes by promoting comprehensive and inclusive care through investments in public healthcare infrastructure that enhance the quality and delivery of healthcare services to Los Angeles County residents; and North Star 2, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by evaluating our current Capital Projects and identifying the need to replace or modernize legacy/obsolete infrastructure.

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

FISCAL IMPACT/FINANCING

Approval of the recommended actions would allow Public Works to issue change orders to Hensel Phelps for a total not-to-exceed amount of \$9,573,500. Public Works has reviewed the change orders and finds their value to be in line with the cost of the work included in the project budget. There is sufficient funding in the \$1,755,000,000 project

budget approved by the Board on June 25, 2024, to cover the cost of the proposed change orders. The Enclosure reflects the reallocation of funding for these proposed change orders within the approved project budget.

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

Operating Budget Impact

Following completion of the project, Department of Health Services would request and fund annual ongoing maintenance and operational costs, as needed, with departmental resources in future budget phases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 20137 of the Public Contract Code allows the Board, with a four-fifths vote, to authorize an individual change order to a construction contract that is 10 percent or less of the original contract amount without having to obtain bids for the work. Each of the two proposed change orders are less than 10 percent of the original contract sum and are, therefore, within the statutory threshold.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2002, and last amended on August 4, 2020, the project budget includes a \$2,000,000 Civic Art allocation, which is greater than the \$1,000,000 maximum required by the Board's policy. The \$2,000,000 Civic Art allocation will not be impacted by the proposed change orders.

On December 20, 2016, the Board adopted a new Leadership in Energy and Environmental Development (LEED) policy requiring all new County buildings greater than 10,000 square feet in size to achieve LEED Gold certification. In accordance with this policy, the new buildings are being designed and constructed to achieve LEED Gold Certification with the exception of the parking structure because the United States Green Building Council no longer provides LEED certificates for parking structures. Additionally, the program will continue to support the Board's Policy for Green Building/Sustainable Design Program by recycling disposable material, incorporating energy efficient products during construction, and incorporating native, drought tolerant landscaping.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are within the scope of the impacts analyzed in the FEIR, certified by the Board of Supervisors on December 16, 2016, and subsequent Addenda Nos. 1, 2, and 3 approved by the Board on November 10, 2020; November 10, 2020; and

February 8, 2022, respectively, and there have been no substantial changes to the project or to the circumstances under which it will be undertaken that require further review or findings under California Environmental Quality Act. These activities, which include the design completion and construction of the ERRC DAS at Inpatient Tower and Outpatient/Support Building are within the scope of work approved by the Board on February 8, 2022, and analyzed in the FEIR and certified Addendum No. 3. The Mitigation Monitoring and Reporting Program, Environmental Findings of Fact, and Statement of Overriding Considerations adopted at the time of FEIR certification will continue to apply.

The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter is with Public Works, Project Management Division I, 900 South Fremont Avenue, Fifth Floor, Alhambra, CA 91803. The custodian of the records is the Section Head. The previously certified FEIR and Addenda are available at the location above and can also be viewed online at <https://pw.lacounty.gov/harbor-ucla-rp/>.

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

CONTRACTING PROCESS

To date, Public Works has executed 20 allowance reallocation contract amendments for a total not-to-exceed amount of \$62,750,485. Additionally, Public Works has executed 105 change orders under delegated change order authority for a total not-to-exceed amount of \$24,167,096. Of the \$41,420,000 in change orders approved in the five previous Board letters, \$21,606,990 is still pending execution.

The proposed two change orders for \$5,671,000 and \$3,902,500; not-to-exceed amounts represent 0.46; and 0.32 percent; respectively, of the original maximum contract sum of \$1,238,179,000. When executed, the change orders will increase the contract sum to \$1,208,670,081 and the maximum contract sum to \$1,271,919,596.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended change orders are within the Design Builders limits of work and will not result in any additional impacts to the current services on the H-UCLA MC Campus.

The Honorable Board of Supervisors
December 17, 2024
Page 7

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:HA:jc

Enc.

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

ENCLOSURE
December 17, 2024

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HARBOR-UCLA MEDICAL CENTER
REPLACEMENT PROGRAM
APPROVE CONSTRUCTION CHANGE ORDERS
CAPITAL PROJECT NO. 67965
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Scoping Documents	June 2021*
Design-Build Award	February 2022*
Jurisdictional Approvals	Various
Substantial Completion-Parking Structure A	June 2024*
Substantial Completion-Outpatient/Support Building	June 2026
Substantial Completion-Central Plant	May 2027
Substantial Completion-Inpatient Tower	August 2027
Project Acceptance	December 2027

*Completed Activity

II. PROJECT BUDGET SUMMARY

Project Budget Category	Board Approved Budget	Changes Under Delegated Authority	Impact of this Action	Revised Project Budget
Design-Build Construction	\$1,219,650,981	\$ 1,067,752	\$ 9,573,500	\$1,230,292,033
Make-Ready Construction	\$ 137,907,872	\$ 0	\$ 0	\$ 137,907,872
Change Order Contingency	\$ 93,422,442	\$(1,685,630)	\$(9,573,500)	\$ 82,163,512
Civic Arts	\$ 2,000,000			\$ 2,000,000
Stipend	\$ 1,000,000			\$ 1,000,000
Medical Equipment Allowance	\$ 49,774,579	\$ 617,878		\$ 50,392,457
Design Completion Allowance	\$ 12,857,058			\$ 12,857,058
Plans and Specifications	\$ 51,000,000			\$ 51,000,000
Consultant Services	\$ 136,766,068			\$ 136,766,058
Miscellaneous Expenditures	\$ 1,650,000			\$ 1,650,000
Jurisdictional Review/ Plan Check/Permits	\$ 21,681,000			\$ 21,681,000
County Services	\$ 27,290,000			\$ 27,290,000
TOTAL	\$1,755,000,000	\$ 0	\$ 0	\$1,755,000,000

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/20/2024	
BOARD MEETING DATE	12/17/2024	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Mental Health	
SUBJECT	Request approval to amend existing Department of Mental Health Legal Entity (LE) Contracts for Fiscal Years (FY) 2024-25, and 2025-26, to increase their Maximum Contract Amounts (MCA) for the continued provision of specialty mental health services.	
PROGRAM	DMH Legal Entity Contractors	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable	
	If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	12/17/24	
COST & FUNDING	Total cost: \$ 32,941,616	Funding source: Federal Financial Participation, 2011 Realignment, and State Mental Health Services Act revenues
	TERMS (if applicable): FYs 2024-25 and 2025-26	
	Explanation: FY 2024-25 \$16,470,808 & FY 2025-26 \$16,470,808 increase in MCA	
PURPOSE OF REQUEST	To allow DMH to amend existing LE Contracts to increase their MCA for the continued provision of Specialty Mental Health Services and to support their capacity in expanding services to new and existing beneficiaries since the LE Contracts have reached their previously Board-approved 25 percent delegated authority for FY 2024-25 and FY 2025-26.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On May 7, 2024, the Board authorized the Director to extend the term of the LE contracts through June 30, 2026. The same Board Letter also delegated authority to DMH to amend the LE Contracts up to 25 percent of their approved maximum contract amounts. As such, using the authority delegated, DMH amended LE Contracts attached to this Board Letter up to the allowed 25 percent and is now returning to the Board for authority to further amend the contracts to increase their MCAs for FY 2024-25 and 2025-26. The increase of funds is for the provisions of full-service partnership, DMH mental health services, outpatient care services, inpatient special programs, prevention and early intervention services and programs.	
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how: the equity index lens was not explicitly utilized however the request supports the following principles: Improve Outcomes and Intervene and Prevent. The specialty mental health services and supports to be provided through this request, seek to address, and reduce the negative impact of mental illness of children, youth, adults, and families. The request will allow for the continued provision of mental health services to racially diverse underserved populations throughout the County, including prevention and early intervention services, with a goal of increasing positive outcomes for those being served, for their families and communities.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: Priority 1 Child Protection; Priority 3 Care First, Jails Last; Priority 4 Homeless Initiative; and Priority 8 Anti-Racism, Diversity, and Inclusion. Allows DMH to provide specialty mental health and supports (through its contractors) to vulnerable populations, including children and youth; families; residents experiencing mental health crisis; residents experiencing homelessness and/or at risk of becoming homeless; and residents involved in/at-risk of becoming involved with the justice system. Services include inpatient crisis stabilization, intensive field-based outpatient (Full-Service Partnership), and prevention/early intervention strategies that address complex mental health needs and associated trauma of individuals and families in the County.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Joo Yoon, Acting Deputy Director, (213) 943-8898, jyoon@dmh.lacounty.gov William Birnie, Senior Deputy County Counsel, (213) 972-5717, wbirnie@counsel.lacounty.gov	



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

Rimmi Hundal, M.A.
Chief Deputy Director

December 17, 2024

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

Dear Supervisors:

**APPROVAL TO AMEND EXISTING LEGAL ENTITY CONTRACTS
FOR FISCAL YEARS 2024-25 AND 2025-26 TO INCREASE THEIR MAXIMUM
CONTRACT AMOUNTS FOR THE CONTINUED PROVISION OF SPECIALTY
MENTAL HEALTH SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to amend existing Department of Mental Health Legal Entity contracts for Fiscal Years 2024-25 and 2025-26 to increase their Maximum Contract Amounts for the continued provision of specialty mental health services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or her designee, to prepare, sign, and execute amendments similar to Attachment I to existing Department of Mental Health (DMH) Legal Entity (LE) contracts as identified on Attachment II, to increase the Maximum Contract Amounts (MCA) for Fiscal Years (FYs) 2024-25 and 2025-26. The amendments will be effective upon Board approval; the total increase is \$16,470,808 per fiscal year for FYs 2024-25 and 2025-26, fully funded by Federal Financial Participation (FFP), 2011 Realignment, and State Mental Health Services Act (MHSA) revenues.
2. Delegate authority to the Director, or her designee, to prepare, sign, and execute future amendments to the contracts in Recommendation 1 in order to revise the language; revise the annual MCAs; add, delete, modify, or replace the Service

Exhibit(s) and/or Statement(s) of Work; and/or reflect federal, State, and County regulatory and/or policy changes provided that: 1) any increase to the Board-approved MCA in Recommendation 1 will not exceed 25 percent; and 2) sufficient funds are available. These amendments will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director, or her designee, to make non-material modifications to the LE contracts in Recommendation 1 through administrative amendments or change notices for the following and other similar reasons, as appropriate: change the LE contractor's business name and/or headquarter address; change, revise, add, or delete the LE contractor's provider site address(es), site number(s), and/or site name(s); make technical corrections; revise County and Contractor Administration Exhibits; and/or shift funds between currently contracted funded programs, so long as such shift(s) will not cause an increase in the MCA.
4. Delegate authority to the Director, or her designee, to terminate the contracts described in Recommendations 1 in accordance with the termination provisions of the contracts, including Termination for Convenience. The Director, or her designee, will provide written notification to your Board and CEO of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval of Recommendation 1 will allow DMH to amend existing LE contracts identified in Attachment II to increase their MCAs for the continued provision of Specialty Mental Health Services (SMHS) and to support their capacity in expanding services to new and existing beneficiaries since the LE contracts have reached their previously Board-approved delegated authority for FY 2024-25 and FY 2025-26.

Board approval of Recommendations 2 and 3 will allow DMH to amend the contracts in Recommendation 1 in a timely manner, as necessary, for the continued provision and expansion of SMHS and administrative corrections without interruption to clients in need of these services.

Board approval of Recommendation 4 will allow DMH to terminate the contracts in accordance with the contract's termination provisions, including Termination for Convenience, in a timely manner, as necessary.

Implementation of Strategic Plan Goals

The recommended action is consistent with the County's Strategic Plan North Star 1, Make Investments that Transform Lives, specifically Focus Area Goal A. Healthy Individuals and Families; and North Star 3. Realize Tomorrow's Government Today, specifically Focus Area Goal E. Data Driven Decision making.

FISCAL IMPACT/FINANCING

The total increase for the LE contracts is \$16,470,808 per fiscal year for FYs 2024-25 and 2025-26 fully funded by FFP, 2011 Realignment, and MHSA revenues. Sufficient appropriation is included in DMH's FY 2024-25 Budget.

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

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 7, 2024, your Board authorized the Director to extend the term of the LE contracts, including contractors listed on Attachment II. The same Board letter also delegated authority to DMH to amend the LE contracts to increase their MCAs up to 25 percent of their approved maximum contract amounts. As such, using the authority delegated, DMH amended these LE contracts up to the allowed 25 percent and is now returning to your Board for authority to further amend the contracts to increase their MCAs for FY 2024-25 and 2025-26. The increase of funds is for the provisions of DMH mental health services including full-service partnership, outpatient care services, inpatient special programs, prevention and early intervention services and programs.

In accordance with Board Policy No. 5.120 (Authority to Approve Increases to Board-Approved Contract Amounts) requirements, DMH notified your Board (Attachment III), of its intent to request delegated authority of more than ten percent.

Under Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH is required to notify your Board six months in advance of amendments to existing contracts when DMH does not have delegated authority to increase the maximum amount of the current contract. On May 7, 2024, your Board adopted a Board letter exempting DMH LE contracts from Board Policy No. 5.100 as these contracts provide federal entitlement services to Medi-Cal members.

The amendment format (Attachment I) has been approved as to form by County Counsel. Attachment II lists the LE contractors, along with their headquarter addresses, Supervisorial District(s), Service Area(s), and current MCA.

Each Supervisor
December 17, 2024
Page 4

As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure compliance with all contract terms and performance standards.

IMPACT ON CURRENT SERVICES OR PROJECTS

Board approval of the recommended actions will allow the LE contractors to provide ongoing SMHS and allow DMH to make revisions/updates to the work provided by the contractors in a timely manner.

Respectfully submitted,

Lisa H. Wong, Psy.D.
Director

LHW:RH:KN:SK:CM:atm

Attachments (3)

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

CONTRACT NO. MH122xxx

AMENDMENT NO. _____

THIS AMENDMENT is made and entered into this ____ day of December, 2024, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____ (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Department of Mental Health (DMH) Legal Entity Contract" dated July 1, 2021, and further identified as County Contract No. MH122xxx, and any amendments thereto (hereafter collectively "Contract"); and

WHEREAS, on December xx, 2024, the Board of Supervisors delegated authority to the Director of Mental Health, or designee, to execute amendments to the Contract to revise the annual Maximum Contract Amount (MCA) and make other designated changes; and

WHEREAS, said Contract provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, County and Contractor intend to amend the contract to increase Mental Health Services Act (MHSA) Outpatient Care Services (OCS) Medi-Cal (MC) Funded Program funds and make other hereinafter designated changes; and (Center for Integrated Family & Health Services, Inc.)

WHEREAS, County and Contractor intend to amend the contract to increase DMH Mental Health Services (MHS) Non-Medi-Cal (Non-MC) Funded Program funds, increase DMH Inpatient – Special Programs Non-MC Funded Program funds, increase Mental

Health Services Act (MHSA) Outpatient Care Services (OCS) Medi-Cal (MC) Funded Program funds, decrease MHSA Prevention & Early Intervention (PEI) MC Funded Program funds, and make other hereinafter designated changes; and (**Gateways**)

WHEREAS, County and Contractor intend to amend the contract to increase Mental Health Services Act (MHSA) Prevention & Early Intervention (PEI) Non-Medi-Cal (Non-MC) Funded Program funds, increase MHSA PEI Medi-Cal (MC) Funded Program funds, and make other hereinafter designated changes; and (**LAUSD**)

WHEREAS, County and Contractor intend to amend the contract to increase Mental Health Services Act (MHSA) Full Service Partnership (FSP) Medi-Cal (MC) Funded Program funds, and make other hereinafter designated changes; and (**Star View**)

WHEREAS, County and Contractor intend to amend the contract to increase Mental Health Services Act (MHSA) Outpatient Care Services (OCS) Medi-Cal (MC) Funded Program funds, increase MHSA Prevention & Early Intervention (PEI) Non-Medi-Cal (Non-MC) Funded Program funds, increase MHSA PEI MC Funded Program funds, and make other hereinafter designated changes; and (**The Children's Center of the Antelope Valley**)

WHEREAS, as a result of the above change(s) in Funded Program funds the MCA will increase; and

WHEREAS, Contractor warrants that it continues to possess the competence, expertise, and personnel necessary to provide services consistent with the requirements of the Contract, and consistent with the professional standard of care for these services.

NOW, THEREFORE, County and Contractor agree as follows:

1. This amendment is hereby incorporated into the original Contract, and all its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
2. This amendment is effective upon execution for Fiscal Year (FY) 2024-25 and any subsequent fiscal year.
3. For FY 2024-25 and any subsequent fiscal year, DMH MHS Non-MC Funded Program funds are increased by \$_____, from \$_____ to \$_____.
4. For FY 2024-25 and any subsequent fiscal year, DMH Inpatient – Special Programs Non-MC Funded Program funds are increased by \$_____, from \$_____ to \$_____.
5. For FY 2024-25 and any subsequent fiscal year, MHSA FSP MC Funded Program funds are increased by \$_____, from \$_____ to \$_____.
6. For FY 2024-25 and any subsequent fiscal year, MHSA OCS Non-MC Funded Program funds are increased by \$_____, from \$_____ to \$_____.
7. For FY 2024-25 and any subsequent fiscal year, MHSA OCS MC Funded Program funds are increased by \$_____, from \$_____ to \$_____.
8. For FY 2024-25 and any subsequent fiscal year, MHSA PEI Non-MC Funded Program funds are increased by \$_____, from \$_____ to \$_____.
9. For FY 2024-25 and any subsequent fiscal year, MHSA PEI MC Funded Program funds are increased or decreased by \$_____, from \$_____ to \$_____.
10. For FY 2024-25 and any subsequent fiscal year, the MCAs are increased by \$_____, from \$_____ to \$_____.

11. Exhibit A (FINANCIAL PROVISIONS), Paragraph C (REIMBURSEMENT IF CONTRACT IS AUTOMATICALLY RENEWED AND EXTENDED), subparagraphs (3) and (4), are deleted in their entireties and replaced as follows:
- “(3) Reimbursement For First Extension Period: The MCA for the First Extension of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Legal Entity Contract shall not exceed _____ DOLLARS (\$_____) and shall consist of Funded Programs as shown in Exhibit B - ___, Financial Summary.
- (4) Reimbursement for Second Extension Period: The MCA for the Second Extension of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Legal Entity Contract must not exceed _____ DOLLARS (\$_____) and shall consist of Funded Programs as shown in Exhibit B - ___, Financial Summary.”
12. Financial Summary (Exhibit B) – _ for FY 2024-25 is deleted in its entirety and replaced with Financial Summary (Exhibit B) – _ for FY 2024-25, attached hereto and incorporated by reference. All references in the Contract to "Financial Summary (Exhibit B) – ___ for FY 2024-25", shall be deemed amended to state "Financial Summary (Exhibit B) – _ for FY 2024-25.”
13. Financial Summary (Exhibit B) – _ for FY 2025-26 is deleted in its entirety and replaced with Financial Summary (Exhibit B) – _ for FY 2025-26, attached hereto and incorporated by reference. All references in the Contract to "Financial Summary (Exhibit B) – ___ for FY 2025-26", shall be deemed amended to state "Financial Summary (Exhibit B) – _ for FY 2025-26.”
14. Paragraph 10.0 (Survival) is deleted in its entirety and replaced as follows:

"10.0 In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.50	Validity
Paragraph 8.51	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.2	Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Paragraph 10.0	Survival"

15. Contractor shall provide services in accordance with Contractor's FY 2024-25 Service Delivery Plan for the Contract, and any addenda thereto approved in writing by the County's Director of Mental Health or designee.
16. Except as provided in this amendment, all other terms and conditions of the Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this amendment to be subscribed by County's Director of Mental Health or designee, and Contractor has caused this amendment to be subscribed on its behalf by its duly authorized officer, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
LISA H. WONG, Psy.D., Director
County of Los Angeles
Department of Mental Health

CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: WILLIAM BIRNIE
Senior Deputy County Counsel

Legal Entity Contracts - Fiscal Year 2024-25

	Legal Entity Contractor Name	Headquarters Address	Service Provider Supervisorial District(s)	Service Provider Service Area(s)	FY 24-25 Current MCA	FY 24-25 Total Increase	FY 24-25 Revised MCA
1	Center for Integrated Family and Health Services, Inc.	540 S. Eremland Dr., Covina, CA 91723	1,5	3	\$2,763,870	\$531,226	\$3,295,096
2	Gateways Hospital and Mental Health Center	1891 Effie Street, Los Angeles, CA 90026	1	4, 7	\$25,535,978	\$12,740,021	\$38,275,999
3	Los Angeles Unified School District	333 S. Beaudry Ave., 29th Fl. Los Angeles, CA 90017	4	2,4,6	\$10,384,919	\$1,162,016	\$11,546,935
4	Star View Behavioral Health, Inc.	1501 Hughes Way, Suite 150, Long Beach, CA 90810	4	All	\$62,665,409	\$566,918	\$63,232,327
5	The Children's Center of the Antelope Valley	45111 Fern Avenue, Lancaster, CA 93534	5	1	\$3,548,574	\$1,470,627	\$5,019,201
TOTAL					\$16,470,808		

Legal Entity Contracts - Fiscal Year 2025-26

	Legal Entity Contractor Name	Headquarters Address	Service Provider Supervisorial District(s)	Service Provider Service Area(s)	FY 25-26 Current MCA	FY 25-26 Total Increase	FY 25-26 Revised MCA
1	Center for Integrated Family and Health Services, Inc.	540 S. Eremland Dr., Covina, CA 91723	1,5	3	\$2,763,870	\$531,226	\$3,295,096
2	Gateways Hospital and Mental Health Center	1891 Effie Street, Los Angeles, CA 90026	1	4, 7	\$25,535,978	\$12,740,021	\$38,275,999
3	Los Angeles Unified School District	333 S. Beaudry Ave., 29th Floor Los Angeles, CA 90017	4	2,4,6	\$10,384,919	\$1,162,016	\$11,546,935
4	Star View Behavioral Health, Inc.	1501 Hughes Way, Suite 150, Long Beach, CA 90810	4	All	\$62,665,409	\$566,918	\$63,232,327
5	The Children's Center of the Antelope Valley	45111 Fern Avenue, Lancaster, CA 93534	5	1	\$3,548,574	\$1,470,627	\$5,019,201
TOTAL					\$16,470,808		

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/20/2024	
BOARD MEETING DATE	2/11/2025	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Department of Public Health	
SUBJECT	APPROVAL OF AN ORDINANCE TO AMEND LOS ANGELES COUNTY CODE, TITLE 11 – HEALTH AND SAFETY, TO ESTABLISH A MAXIMUM INDOOR TEMPERATURE THRESHOLD FOR RENTAL HOUSING UNITS AND AUTHORITY TO EXECUTE SERVICE CONTRACTS FOR THE IMPLEMENTATION OF THE ORDINANCE IN THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY	
PROGRAM	Environmental Health Division	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☒ Yes ☐ No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$	Funding source: Permit fees
	TERMS (if applicable):	
	Explanation: The Maximum Indoor Temperature Threshold fee will be incorporated into the Rental Housing Habitability Program (RHHP) fee and will be determined in accordance with Auditor-Controller review and approval.	
PURPOSE OF REQUEST	Requesting approval for the adoption of the Maximum Indoor Temperature Threshold ordinance amending Chapter 11.20 of Title 11-Health and Safety Code to enhance public health and safety by (1) requiring all rental housing units to maintain a maximum indoor air temperature of 82 degrees Fahrenheit in all habitable rooms; (2) requiring landlords to provide a safe and code-compliant method to maintain the maximum indoor temperature; (3) allowing tenants to install portable cooling devices or other non-mechanical cooling methods, as long as they do not conflict with the requirements set forth in the ordinance, and (4) authorizing the Department of Public Health (Public Health) to establish guidelines for the implementation and enforcement of this ordinance.	

BACKGROUND (include internal/external issues that may exist including any related motions)	In March 2023, Public Health released a report titled “Investigating Safe Maximum Indoor Temperature Thresholds to Assist Heat Vulnerable Tenants and Workers in High-Risk Workplaces”, recommending maximum indoor temperature thresholds and an approach for establishing a policy in Los Angeles County. In its initial report, Public Health recommended two maximum thresholds: 82 degrees if cooled by air conditioning and 86 degrees if cooled by evaporative cooling. Since the January 23, 2024, motion, Public Health, Chief Sustainability Office, County Counsel, and other relevant County departments met to discuss draft amendments to the County Code. As part of this effort, Public Health contracted with Estolano Advisors to conduct interviews and workgroups to gather feedback, expertise, and insight from key stakeholders, experts, and government officials. <u>Board Motion</u> On January 23, 2024, via motion, your Board directed Public Health to work with the Chief Sustainability Office, Department of Consumer and Business Affairs, and County Counsel to develop an ordinance identifying one maximum indoor temperature threshold for rental housing units in Los Angeles County. The motion asked for a “simpler, single-tiered system” that can be implemented through the Health and Safety Code.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • Liza Frias Director of Environmental Health (626) 430-5115 lfrias@ph.lacounty.gov • Joshua Bobrowsky Director of Government Affairs, Public Health jbobrowsky@ph.lacounty.gov • Vanessa Miranda Deputy County Counsel vmiranda@counsel.lacounty.gov



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

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

ANISH P. MAHAJAN, M.D., M.S., M.P.H.
Chief Deputy Director

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

www.publichealth.lacounty.gov

DRAFT



BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

February 11, 2025

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

Dear Supervisors:

**APPROVAL OF AN ORDINANCE TO AMEND LOS ANGELES COUNTY CODE,
TITLE 11 – HEALTH AND SAFETY, TO ESTABLISH A MAXIMUM INDOOR
TEMPERATURE THRESHOLD FOR RENTAL HOUSING UNITS AND AUTHORITY
TO EXECUTE SERVICE CONTRACTS FOR THE IMPLEMENTATION OF THE
ORDINANCE IN THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY**

**(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of the enclosed ordinance that amends Los Angeles County Code, Title 11 – Health and Safety Code to establish a maximum indoor temperature threshold for all rental housing units in the unincorporated areas of Los Angeles County (County) and in cities that adopt the Los Angeles County Code. The proposed ordinance will enhance and strengthen the health and safety of occupants residing in rental housing units by ensuring indoor temperatures do not reach levels that are dangerous to health. The proposed ordinance allows Public Health to execute contracts to implement education, outreach, and technical assistance to support ordinance implementation.

IT IS RECOMMENDED THAT THE BOARD:

- 1) Introduce, waive reading, and place on the agenda for adoption, the enclosed ordinance (Exhibit A) amending Los Angeles County Code, Chapter 11.20 of Title 11 – Health and Safety Code to establish a maximum indoor temperature threshold of 82 degrees Fahrenheit to prevent heat-related health impacts. The ordinance establishes authority for the Department of Public Health (Public Health) to implement regulations on maximum indoor temperature threshold for rental housing units and provides Public Health the ability to enforce in the event there are violations. The ordinance will establish a new Health and Safety standard that will be included as part of the Rental Housing Habitability Program (RHHP), with an additional annual program fee per unit per year, to be included in the RHHP fee.
- 2) Delegate authority to the Director of Public Health (Public Health), to execute one competitively solicited contract or sole source contract (or amend an existing service contract related to the implementation of this ordinance), effective upon date of execution through May 30, 2026, with contract maximum obligation not to exceed \$250,000. A budget request will be submitted as part of the 25-26 Budget cycle for development and start-up costs for the first year of implementation, for the provision of tenant and landlord outreach and education services, with an option to extend thereafter for two additional, one-year terms, exercised through written notice from the Director of Public Health or designee to the Contractor prior to the end of the term, subject to review and approval by County Counsel, and notification to your Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In March 2023, Public Health released a report titled “Investigating Safe Maximum Indoor Temperature Thresholds to Assist Heat Vulnerable Tenants and Workers in High-Risk Workplaces,” recommending maximum indoor temperature thresholds and an approach for establishing a policy in the County. The County is increasingly experiencing higher temperatures and longer heat waves, leading to health and safety risks, heat-related illnesses, and worsened chronic illnesses. Public Health researched heat impacts and similar maximum indoor temperature threshold policies in other jurisdictions. In its initial report, Public Health recommended two maximum thresholds: 82 degrees if cooled by air conditioning and 86 degrees if cooled by evaporative cooling. The report did not make a recommendation regarding high-risk workplaces or mobile homes.

On January 23, 2024, your Board motioned and directed Public Health to work with the Chief Sustainability Office, Department of Consumer and Business Affairs, and County Counsel to develop an ordinance identifying one maximum indoor temperature

threshold for rental housing units in the County. The motion asked for a “simpler, single-tiered system” that can be implemented through the Health and Safety Code.

Subsequent to the January 2024 motion, Public Health, Chief Sustainability Office, County Counsel, and other relevant County departments met to discuss draft amendments to the County Code. As part of this effort, Public Health contracted with Estolano Advisors to conduct interviews and workgroups to gather feedback, expertise, and insight from key stakeholders, experts, and government officials. Estolano Advisors interviewed 10 experts and facilitated six workgroups with various stakeholders including (1) building and energy technical experts; (2) landlords and real estate professionals; (3) legal service providers; (4) tenants’ rights groups and community-based organizations (CBOs); (5) tenants; and (6) local jurisdictions with similar policies. Estolano Advisors’ final report on the engagement strategy informed development of the ordinance.

Public Health conducted additional stakeholder and community engagement in fall 2024 to provide notice of proposed changes and opportunities to provide feedback to the County; receiving public input from tenants and landlords, housing stakeholders, and other interested parties. Public Health held six public virtual meetings at various times of day and week, two each in November, December, and January 2025. Public Health conducted six public meetings with live translation, two meetings each in English and Spanish, English and Mandarin, and English and Cantonese.

Approval of Recommendation 1 will allow for the adoption of the Maximum Indoor Temperature Threshold ordinance, which will amend Chapter 11.20 of Title 11 – Health and Safety Code to enhance public health and safety by (1) requiring all rental housing units to maintain a maximum indoor air temperature of 82 degrees Fahrenheit in all habitable rooms; (2) requiring landlords to provide a safe and code-compliant method to maintain the maximum indoor temperature; (3) allowing tenants to install portable cooling devices or other non-mechanical cooling methods, as long as they do not conflict with the requirements set forth in the ordinance, and (4) authorizing Public Health to establish guidelines for the implementation and enforcement of this Ordinance.

Approval of Recommendation 2 will allow Public Health to execute one competitively solicited contract or sole source contract (or amend an existing service contract related to the implementation of this ordinance), effective upon date of execution through May 30, 2026, with contract maximum obligation not to exceed \$250,000.

Implementation of Strategic Plan Goals

The recommended action supports North Star 2, Foster vibrant and resilient communities, with a focus area goal of public health, of the County’s Strategic Plan.

FISCAL IMPACT/FINANCING

The implementation costs of the ordinance are requested as part of an unmet needs budget request totaling \$507,462. This includes \$208,012 for initial inspection costs and Public Health is requesting \$250,000 to contract with a community-based organization to conduct tenant and landlord outreach and education during the first year of adoption. Additionally, Public Health is requesting \$9,450 for mileage for inspectors responding to complaints; \$5,000 for staff training; \$25,000 for printing costs; and \$10,000 for brochure development in multiple languages.

The Maximum Indoor Temperature Threshold fee will be incorporated into the RHHP fee and will be determined in accordance with Auditor-Controller review and approval.

Public Health will submit a budget request as part of the Fiscal Year 2025-26 Budget Cycle for development and start-up costs for the first year of implementation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board has broad authority to adopt the proposed Maximum Indoor Temperature Threshold Ordinance that will apply to the unincorporated areas of the County and in cities that adopt the Los Angeles County Code. The ordinance pertains to all rental housing units and properties, with some limited exceptions, and all rental housing properties that are required to be registered in the County's Rent Registry System.

The Maximum Indoor Temperature Threshold ordinance will require landlords to ensure that rental housing units can maintain a temperature of 82 degrees Fahrenheit or below. Enforcement will be complaint-based through the RHHP, requiring tenants to file a complaint with the RHHP. Initial enforcement activities will consist of outreach to tenants and landlords to provide education on passive cooling strategies and best practices with home cooling. Only after fully exhausting passive cooling strategies, landlords may be required to explore the addition of mechanical cooling such as air conditioning units or heat pumps. In cases where retrofits are needed to achieve the maximum indoor temperature threshold, landlords will be allowed to request up to a two-year extension to complete the needed work. Landlords will not be permitted to pass the costs of such retrofits onto the tenants.

Although it will be the landlord's responsibility to ensure all rental housing units can maintain a maximum temperature not exceeding the 82-degree threshold, some tenants may want to add additional cooling through portable cooling devices or non-mechanical cooling methods. Tenants wishing to install additional cooling will be required to notify the landlord prior to installation, and the installation cannot conflict with existing building codes, the manufacturer's written safety guidelines and recommendations for use of the device, or require the tenant to alter or modify the rental unit as a result of such installation.

Retaliation and/or harassment of tenants for adding portable cooling will be specifically prohibited by the Maximum Indoor Temperature Threshold ordinance and will be enforced through protections afforded by the Rent Stabilization and Tenant Protection Ordinance (RSTPO) in the Los Angeles County Code.

County Counsel has reviewed and approved the proposed ordinance (Exhibit A), as to content and form.

CONTRACTING PROCESS

Public Health will conduct a solicitation for tenant and landlord outreach and education services and seek contracts to assist with implementation of these ordinances (or will enter into a sole source contract or amend an existing service contract related to the implementation of this ordinance), as authorized by your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Public Health anticipates that adoption of this ordinance will require at least two new inspectors to offset the additional time needed to respond to indoor air temperature complaints.

CONCLUSION

If adopted, the amended ordinance will establish a maximum indoor temperature threshold in rental housing units in unincorporated areas of the County and in cities that adopt the Los Angeles County Code, to address negative heat-related health impacts.

Respectfully submitted,

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

BF:db
#07958

Enclosure

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

ANALYSIS

This ordinance amends Chapter 11.20 of Title 11 – Health and Safety of the Los Angeles County Code to establish a maximum indoor temperature threshold for rental housing units. The ordinance:

- Requires that rental housing units in the unincorporated areas of Los Angeles County and in cities that adopt the Los Angeles County Code must be able to maintain a maximum indoor temperature of 82 degrees Fahrenheit in all Habitable rooms;
- Allows tenants to provide additional cooling methods, if done in a safe and code-compliant way;
- Updates tenant protections to ensure code-compliant cooling practices are not a cause for eviction and restricts landlords from passing on the cost of compliance to tenants; and
- Adopts a delayed effective date of six months after final passage by the Board of Supervisors to provide time for outreach and education efforts and allows landlords of already existing rental properties to request an extension of two years for compliance if unable to meet the maximum indoor temperature requirement through portable cooling methods by the effective date.

DAWYN R. HARRISON
County Counsel

By 
VANESSA MIRANDA
Deputy County Counsel

VM:mac

Requested 8/21/24
Revised 9/27/24

HOA.104959567.18

ORDINANCE NO. _____

An ordinance amending Chapter 11.20 of Title 11 – Health and Safety of the Los Angeles County Code relating to the creation of a maximum indoor temperature threshold for rental housing units.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 11.20.130 is hereby added to read as follow:

11.20.130 Portable Cooling Device.

"Portable Cooling Device" means a mechanical device used to cool a room.

SECTION 2. Section 11.20.475 is hereby added to read as follows:

11.20.475 Comfort Cooling.

A. For purposes of this Section, the terms Landlord, Tenant, Rental Housing Property, and Rental Housing Unit have the same meanings as stated in Chapter 8.53 of this Code.

B. Cooling Requirements. Every Rental Unit must be able to maintain a maximum indoor temperature of not more than 82 degrees Fahrenheit in all Habitable rooms which are defined in Section 11.20.090.

C. Landlord Duty. The Landlord must provide a safe and code-compliant method in which all Habitable room(s) can be maintained at the maximum indoor temperature of not more than 82 degrees Fahrenheit.

D. Tenant Installation of Portable Cooling Device. A Landlord may not prohibit or restrict a Tenant from installing or using, at Tenant's own cost, a Portable Cooling Device or other non-mechanical cooling methods, including, but not limited to,

blackout curtains, window films, or shades, to provide additional cooling below 82 degrees Fahrenheit as long as such installation and use does not:

1. Violate building codes, or State, local, or federal law;
2. Violate the manufacturer's written safety guidelines and recommendations for use for the Portable Cooling Device; or
3. Require the Tenant to alter or modify the Rental Unit as a result of such installation.

E. Prior to installing a Portable Cooling Device or other non-mechanical cooling method with the exception of a portable electric fan, the Tenant must provide five (5) calendar days advance written notice to the Landlord, either electronically or through written communication. Any Portable Cooling Device or other non-mechanical cooling method installed in a Habitable room(s) which was acquired by a Tenant, at Tenant's own cost, shall remain the property of the Tenant. The Tenant shall be responsible for any damage to a Rental Housing Unit or Rental Housing Property caused by a Tenant's installation or use of a cooling method as listed above.

F. **Pass-through Costs.** The installation of a Portable Cooling Device or any other method used to maintain a Habitable room(s) at the maximum indoor temperature of 82 degrees Fahrenheit is not considered a capital improvement and not allowed as a pass-through cost to Tenants as set forth in Chapter 8.52 of this Code.

G. **Temperature Measurement.** All temperature measurements shall be taken at a distance three (3) feet above the floor level in the center of the Habitable room(s).

H. Tenant Protections. A Landlord must not retaliate against or harass a Tenant for exercising rights protected under this Section. Violations are subject to the remedies and penalties set forth in Section 8.52.130.

I. Effective Date. This Section shall take effect six (6) months from the date of the final passage by the Board of Supervisors.

J. Extensions. If a Landlord is unable to comply with this Section through the installation of a Portable Cooling Device, upon written application by a Landlord, an extension may be granted by the Director or his or her designee for up to an additional two (2) years to come into compliance for Rental Housing Units existing as of the effective date of this Section.

[CH11PT1VMCC]



Maximum Indoor Residential Temperature Threshold Ordinance

Office of Environmental Justice and Climate Health

November 20, 2024



January 23, 2024 Board Motion Directives 1 and 2

Conduct stakeholder engagement (renters, landlords, public health professionals, and other relevant groups)

- Recommendations for how to equitably establish, define, implement, and enforce relevant policy for rental units

Draft ordinance establishing a safe maximum indoor temperature for rental dwellings in LAC

- Single maximum indoor temperature threshold
- Require that all rental housing be “cooling ready”
- Utilize the Health and Safety Code
- Use a phased implementation approach
- Include anti-displacement provisions
- Update tenant protections
- Include a plan to incentivize landlords

Background Research and Stakeholder Engagement

- Jurisdictional scan
- Expert consultations
- One-on one interviews, small group and large group meetings
 - Tenant groups, tenant rights groups and CBOs
 - Building and energy technical experts, legal service providers
 - Landlord groups, apartment associations

Background Research

Jurisdictional Examples:

- Online research on local and U.S. jurisdictions with existing maximum indoor air temperature thresholds.
- Met with Dallas, TX; New Orleans, LA; Palm Springs, CA; Clark County and N. Las Vegas, NV; Montgomery, MD; Phoenix, AZ

Literature Review:

- Analyzed available scientific literature on the establishment of indoor air temperature standards
- Existing research on this topic is limited

State Draft Assembly Bill 209 Report:

- AB 209, enacted in 2022, mandates that the California Department of Housing and Community Development (HCD) provide Policy recommendations to ensure residential units can maintain a safe maximum indoor air temperature.

Stakeholder Engagement Findings

1. **Measures to protect tenants** from eviction and landlord retaliation are important to prevent displacement.
2. **Strong enforcement** measures and dedicated enforcement staff are critical to the policy's success.
3. **Funding** is a major concern for both landlords and tenants, due to unpaid pandemic rent and existing housing burden.
4. **Education is key** — information will be needed regarding the policy, tenant rights/protections, resources, funding, etc.
5. **Combining weatherization and passive cooling** elements with active cooling is important for effective results.
6. **Partnerships with CBOs** will be crucial in assisting with disseminating information.

Proposed Revisions to Title 11, Health and Safety Code

- 82° Fahrenheit maximum indoor residential temperature threshold
 - Landlord is responsible for ensuring that all habitable rooms can maintain temperature below this threshold
- Tenants may add additional cooling through portable cooling devices or non-mechanical cooling methods
 - Tenant is required to notify the landlord
 - Prohibits retaliation or harassment

Proposed Revisions to Title 11, Health and Safety Code

- Tenant Protections
 - Pass-through of costs of any needed upgrades or retrofits will not be allowed
 - Tenant protections in Rent Stabilization and Tenant Protection Ordinance (RSTPO) implemented by Department of Consumer and Business Affairs (DCBA) will apply

Applicability of the Proposed Ordinance

What Rental Units are Covered?

- Most residential rental properties within unincorporated LA County areas

What Rental Units are not Covered?

- Owner occupied units in Rental Housing Properties
- Mobile homes, or mobile home parks, recreational vehicles, or recreational vehicle parks
- Properties that are subject to routine inspections for habitability by other local, state, or federal government agencies
 - Low income housing managed by LAC Development Authority
 - Section 8 housing
- Vacant units/properties

Ordinance Implementation

Enforcement

- Complaint-based response would begin June 2025
- Education-first approach for both landlords and tenants on passive cooling practices
- Potential 2-year extension to comply if retrofits are necessary
- Ongoing non-compliance may lead to further enforcement actions

Fees and Implementation Costs

- A small fee increase to Rental Housing Habitability Program unit cost to cover costs of complaint response and inspections
- Requesting funds for outreach and engagement

Implementation Support

Implementation supports from LA County will include:

- Outreach and education to tenants and landlords on passive cooling strategies
- Information on available funding sources and other resources to support upgrades and retrofits
- Synergies with related efforts across the County and other local jurisdictions to ensure alignment

Strategies to Reduce Indoor Temperature

Active Strategies:

- Window or portable air conditioners (AC): low-cost and easiest to install
- Mini-split: high efficiency AC and heating; more expensive and likely requires an electrician
- Central AC (conventional)
- Central AC (air source heat pump: VRF or multi-split)

Passive Strategies:

- Window treatments
- Shade curtains
- Cool roof
- Air sealing/weatherization
- High performance (double or triple paned) windows
- Roof insulation
- Wall insulation
- Exterior trees

Resources for Implementation Assistance

- California Energy Commission Grant to LA County Internal Services Department to implement Equitable Building Decarbonization Efficiency initiative.
- Clean Power Alliance [The Energy Team](#) and Technical Assistance and Incentives for Property Owners
- Southern California Edison Building Electrification Program
- Southern California Gas residential energy efficiency programs
- **USGBC-CA (U.S. Green Building Council) digital tools and home electrification planner**
- **California Low-Income Weatherization Program**
- California **Go Green Financing** (part of California Hub for Energy Efficiency Financing)
- Golden State Rebates
- **Additional Resources Listed in the Appendix**

Next Steps

- Virtual **stakeholder meetings** with outreach to all stakeholder groups
- Draft ordinance is undergoing final edits and County Counsel review
- Targeting February 2025 for Public Hearing

Thank you

Christine De Rosa, Office of Environmental Justice and Climate Health
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Chief Executive Office.

COUNTY OF LOS ANGELES

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CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

June 4, 2024

To: Supervisor Lindsay P. Horvath, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Janice Hahn
Supervisor Kathryn Barger

From: Fesia A. Davenport FAD
Chief Executive Officer
FAD (Jun 3, 2024 13:20 PDT)

REPORT BACK ON ESTABLISHING A SAFE MAXIMUM TEMPERATURE THRESHOLD FOR RESIDENTIAL UNITS (ITEM NO. 4, AGENDA OF JANUARY 23, 2024)

On January 23, 2024, the Board of Supervisors (Board) adopted a motion directing the Chief Executive Officer with assistance from the Chief Sustainability Office (CSO) and the Internal Services Department (ISD) to identify and report within 120 days on potential funding streams and facilitate access to existing federal and State resources to implement a potential ordinance establishing a safe maximum indoor temperature for rental dwellings in the County of Los Angeles (County), including resources to provide technical and financial assistance to small landlords, low-income tenants, landlord occupied rental units, and those who would be unduly burdened by a retrofit requirement. Technical assistance should include, but is not limited to, assessing the dwelling's needs and installing electric air conditioning units or weatherization to meet the ordinance requirements.

The first section below outlines existing resources that can support low-income tenants and landlords with cooling-associated expenses. The second section includes additional resources and actions that the County could pursue to further mitigate potential tenant and landlord financial burdens.



Existing Resources

The attachment lists relevant resources that are currently available or will soon become available for tenants and/or landlords. Most of these resources are related to energy assistance, energy efficiency, and/or building decarbonization:

- Energy assistance can mitigate increases in utility expenses due to increased energy usage associated with air conditioning;
- Energy efficiency services and products (including weatherization and passive cooling resources) can mitigate potential increases in energy usage and related expenses associated with air conditioning; and
- Decarbonization programs often support households with upgrades that have cooling co-benefits, such as installation of solar panels (which reflect heat, in addition to providing power) and electric dual heat pumps (which can provide energy-efficient cooling in addition to energy-efficient heating).

Not all programs in the attachment are designed specifically for the purpose of cooling rental units; however, they can be implemented in support of that goal through the promotion or targeting of resources to low-income tenants and landlords in heat-vulnerable areas.

Potential Resources

Separately, the following resources could be used or designed to support compliance with a cooling mandate:

- **Greenhouse Gas Reduction Fund (GGRF):** the GGRF established through the Inflation Reduction Act was designed to mobilize financing and private capital for energy resilience, and it includes multiple programs. In its role as administrator of the Southern California Regional Energy Network (SoCalREN), ISD will work with the State program that is administering GGRF Solar for All funding to ensure that resources for solar panel installation on low-income properties are equitably distributed across the State including in the County.
- **The California Equitable Decarbonization Program:** this statewide incentive program will support building owners with decarbonization retrofits and incentivize the increased adoption of low-carbon technologies, such as dual heat pumps. ISD is planning to pursue funding that will become available through this program and will work to ensure optimal deployment of the resources in the region.

- **Energy Efficiency and Conservation Block Grant:** the County recently received an award to support energy efficiency at County facilities; although the County may not be eligible to pursue additional funding in support of home cooling, eligible cities within the County could apply to use the funds for home energy efficiency or decarbonization initiatives.
- **Community Development Block Grant (CDBG):** the County's CDBG funding is used to support a variety of purposes. Currently, none are explicitly aimed at supporting home cooling or climate resilience; however, allocations to support landlords with making building upgrades can be considered.

Additional Potential Actions

Additional potential actions to maximize the availability and use of resources for tenants and landlords in support of a temperature threshold policy include:

- Pilot a new heat resilient housing or whole home resilience program, potentially modeled after programs in other local jurisdictions such as the City of San Antonio's "Under 1 Roof" program, which replaces deteriorated roofs of qualifying applicants with cool roofs, or the King County program providing free heat pumps to income-qualified applicants.
- Explore making Low Income Home Energy Assistance Program funding available for new cooling appliances.
- Explore new potential financing mechanisms, such as the creation of a Climate Resilience District.
- Instruct departments that work with landlords and tenants to promote existing resources, especially to those landlords and tenants who could be burdened by a temperature threshold policy. This could include actions such as:
 - Participating in communication campaigns to raise public awareness of cooling- and energy-related resources, such as the Clean Energy Education Campaign planned by the Los Angeles Regional Collaborative for Climate Action and Sustainability.
 - Providing landlords and tenants with tailored informational materials (e.g., funding alerts; a "decision tree" application to assist tenants or landlords with determining program eligibility; or a dedicated website or fact sheet regarding existing resources in support of cooling goals).
- Leverage SoCalREN's network of contractors to serve as a conduit for raising landlord awareness of the temperature threshold policy (once enacted) and of resources to become compliant.

Each Supervisor
June 4, 2024
Page 4

As extreme heat continues to pose increased risk to communities within the County, the resources and potential actions listed in this report can help renters and landlords keep homes at safe temperatures and reduce the burden associated with compliance of the proposed ordinance, if enacted.

Should you have any general questions or concerns, please contact me or Rene Phillips at (213) 974-1478 or rphillips@ceo.lacounty.gov.

For resource specific questions, please contact Ali Frazzini, Chief Sustainability Office, afrazzini@csso.lacounty.gov or Minh Le, Internal Services Department, msle@isd.lacounty.gov.

FAD:JMN:MM
RP:AB:MN:kn

Attachment

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

Resource	Scope of Program Expenditure	Beneficiary Designation	Funding Structure	Link
California Go Green Financing – part of California Hub for Energy Efficiency Financing (CHEEF)	Eligible efficiency projects include: central air conditioning unit, central air conditioning system, heat pumps.	Utility Customers	Loan	https://www.treasurer.ca.gov/caeatfa/cheef/
California Public Utilities Commission California Alternate Rates for Energy (CARE)	Utility bill discount program - up to 30% based on eligibility.	Low-income utility customers	Discount program	https://www.cpuc.ca.gov/consumer-support/financial-assistance-savings-and-discounts/california-alternate-rates-for-energy
California Public Utilities Commission Electric Heat Pump Water Heat Program	To receive incentives, the Heat Pump Water Heater (HPWH) systems must be designed, installed, and operated in a manner that shifts electricity use from peak to off-peak periods and reduces greenhouse gas (GHG) emissions. To achieve these benefits, the incentive program requires using a “thermostatic mixing valve” that allows pre-heating of water during off peak hours when electricity use is low. This is the “energy storage” function of HPWHs. Customers receiving these incentives must enroll in a demand response program where they agree to reduce their electricity use for a brief time during a severe heatwave or other grid emergency.	Low-income utility customers	Incentive	https://www.cpuc.ca.gov/news-and-updates/all-news/cpuc-provides-additional-incentives-and-framework-for-electric-heat-pump-water-heater-program
California Public Utilities Commission Family Electric Rate Assistance Program (FERA)	Utility bill discount program for incomes that slightly exceed the CARE allowances.	Low-income utility customers	Discount program	https://www.cpuc.ca.gov/consumer-support/financial-assistance-savings-and-discounts/family-electric-rate-assistance-program
Catholic Charities of Los Angeles	Financial assistance for utility bills.	Low-income utility customers	Financial assistance	https://catholiccharitiesla.org/strengthen-communities/

Resource	Scope of Program Expenditure	Beneficiary Designation	Funding Structure	Link
Golden State Rebates	Provides rebates to California residents for approved energy efficient cooling products (e.g. air conditioners and smart thermostats).	Southern California Edison (SCE) and Southern California Gas Company (SoCalGas) customers	Rebate	https://goldenstaterebates.clearsult.com/
Inflation Reduction Act (IRA) Residential Energy Rebate Program	Two programs to support home energy retrofits: Home Efficiency Rebates (HOMES) to fund whole house energy efficiency retrofits and the Home Electrification and Appliance Rebates (HEEHRA) to help low-moderate income households “go electric” through qualified appliance rebates. Rebates may be available for the following types of building materials: insulation, air sealing, electric panel upgrades, and electric wiring. The rebates will align with state climate goals, which include installing 6 million electric heat pumps by 2030. Californians are expected to be able to apply in 2024.	Low-moderate income households	One time service	https://www.energy.ca.gov/topics/programs/inflation-reduction-act-residential-energy-rebate-programs
Low-Income Weatherization Program (LIWP)	California’s LIWP provides low-income households with solar photovoltaic systems and energy efficiency upgrades at no cost to residents. LIWP also helps cushion the impact of climate change on vulnerable communities, making it more affordable for low-income households to keep their homes cool and comfortable at a lower cost – whether through energy efficient air conditioning or improved insulation – and protect children and seniors from the health impacts of higher temperatures.	Low-income households	One time service	https://www.csd.ca.gov/Pages/Low-Income-Weatherization-Program.aspx
IRS Residential Energy Efficiency Tax Credit	This credit applies to energy efficiency improvements in the building envelope of existing homes and for the purchase of high-efficiency heating, cooling and water-heating equipment.	Landlord occupied homes	Incentive	https://www.irs.gov/credits-deductions/energy-efficient-home-improvement-credit

Resource	Scope of Program Expenditure	Beneficiary Designation	Funding Structure	Link
SoCalGas Multi-Family Residential Rebate Program	SoCalGas provides incentives to encourage the owners and managers of multi-family residential buildings to increase their energy efficiency. The program offers rebates for the installation of qualified energy-efficient products in apartment dwelling units and in the common areas of apartment and condominium complexes, and common areas of mobile home parks. Cooling solutions may be incorporated into part of this program.	Landlords/managers	Rebate	https://www.socalgas.com/for-your-business/energy-savings/multi-family-savings
SoCalREN Network Multifamily Program	Provides technical assistance to identify cost-effective energy upgrades to multi-family housing and connection to applicable incentive programs; and offers incentives on energy conservation measures such as heating, ventilation, and air conditioning (HVAC) upgrades.	Multi-family property owners	Technical Assistance and Incentive	https://socalren.org/multifamily/property-owners
Southern California Edison Energy Assistance Fund	Fund that provides up to \$300 to be used as a credit on a SCE energy bill.	Low-income utility customers	Financial assistance	https://www.sce.com/residential/assistance/energy-assistance-fund
Southern California Edison Energy Savings Assistance Program	Provides energy-efficient appliances and installation services, including for cooling equipment and smart thermostats, at free or reduced prices to income-qualified customers.	Income-qualifying SCE customers	Incentive	https://www.sce.com/residential/assistance/energy-saving-program
Southern California Edison Residential Summer Discount Plan	Customized discount program.	No limitations	Discount program	https://www.sce.com/residential/rebates-savings/summer-discount-plan
Southern California Edison Smart Thermostat Rebates	\$75 credit available for households that enroll in qualifying programs through authorized thermostat providers, aimed at maximizing energy efficiency of HVAC systems.	SCE customers	Rebate	https://www.sce.com/residential/rebates-savings/rebates?from=/rebates
Technology and Equipment for Clean Heating (TECH)	The TECH Initiative provides incentives directly to contractors to support the installation of heat pump technologies in existing single-family and multi-family properties.	Contractors and customers (joint application)	Incentive	https://techcleanca.com/

Resource	Scope of Program Expenditure	Beneficiary Designation	Funding Structure	Link
U.S. Department of Energy's (DOE) Weatherization Assistance Program (WAP)	The U.S. DOE WAP works with local energy services providers throughout the state installing weatherization and energy efficiency measures for low-income homeowners and renters that qualify under the DOE WAP.	Low-income households	One time service	https://www.csd.ca.gov/Pages/Residential-Energy-Efficiency.aspx
U.S. Department of Health and Human Services' Low-Income Energy Assistance Program (LIHEAP)	The LIHEAP assists eligible low-income households with their heating and cooling energy costs, bill payment assistance, energy crisis assistance, weatherization and energy-related home repairs. Currently administered by community-based organizations in LA County.	Low-income households	One time service	https://www.csd.ca.gov/Pages/LIHEAPProgram.aspx
U.S. Department of Housing and Urban Development (HUD) Energy Efficiency and Green Retrofit Program	Provides grants and loans for energy efficiency and green retrofit investments in multifamily properties. Three tiers: Element (max awards up to \$750K, per unit cap \$40k), Leading Edge Awards (\$10M cap, \$60k per unit), Comprehensive Awards (\$20M cap, per unit cap \$80k). Examples of eligible Elements investments include, but are not limited to, installation of electric HVAC heat pumps.	HUD-assisted multifamily properties	Loan and grant	https://www.hud.gov/GRRP

▶▶ SB43 Updates

Connie D. Draxler, Senior Deputy Director – DMH

Gary Tsai, MD – Director, Substance Abuse Prevention and Control (SAPC)



LOS ANGELES COUNTY
**DEPARTMENT OF
MENTAL HEALTH**
hope. recovery. wellbeing.

▶▶ “Severe” SUD Criteria

- **SB 43 allows adults to be placed on 5150’s and other involuntary holds based on their “severe” SUD.**
 - “Severe” SUD is defined as a diagnosed substance-related disorder that meets the diagnostic criteria of “severe” according to the most current version of Diagnostic and Statistical Manual of Mental Disorders (DSM-5 currently) **at the time of the evaluation*** for involuntary detention.

*This determination is not over the past 12 months, as is the typical diagnostic period outlined in DSM-5.

DSM-5 TR Criteria for SUDs



Mild: 2-3 symptoms

Moderate: 4-5 symptoms

Severe: 6+ symptoms

1. Taking the substance in larger amounts or for longer than you're meant to
2. Wanting to cut down or stop using the substance but not managing to
3. Spending a lot of time getting, using, or recovering from use of the substance
4. Cravings and urges to use the substance
5. Not managing to do what you should at work, home, or school because of substance use
6. Continuing to use, even when it causes problems in relationships
7. Giving up important social, occupational, or recreational activities because of substance use
8. Using substances again and again, even when it puts you in danger
9. Continuing to use, even when you know you have a physical or psychological problem that could have been caused or made worse by the substance
10. Needing more of the substance to get the effect you want (tolerance)
11. Development of withdrawal symptoms, which can be relieved by taking more of the substance

▶▶ Personal Safety Criteria

- Grave disability based on personal safety considerations is defined as the inability to survive safely in the community without involuntary detention or treatment due to a MH disorder, severe SUD, or a co-occurring MH and severe SUD.
 - The eligible behavioral health condition must be the reason for the inability to provide for personal safety.

Potential Examples of Grave Disability based on Personal Safety Considerations*

- Placing oneself in harm's way in traffic that risk their own life or those of others.
- An individual incapable of defending themselves against ongoing victimization due to a lack of awareness of their vulnerability.
- Severe impaired judgement resulting in risky situations that threaten the person's own life or those of others.
- Unhygienic/uninhabitable living conditions or behaviors which are so severe and significant to contribute to an unsafe physical environment. Poor hygiene alone and/or being unhoused is not sufficient.
- Repeated severe substance use that is medically life-threatening, for example, multiple near-fatal overdoses requiring medical intervention.

**This is not intended to be an exhaustive list of all possible examples, behaviors, impairments, or situations when someone may be considered gravely disabled as a result of personal safety considerations.*

▶▶ Necessary Medical Care Criteria

- Grave disability based on necessary medical care considerations is defined as when a person, as a result of a MH disorder, a severe SUD, or a co-occurring MH and severe SUD, requires medical care as determined by a professional operating within their scope of practice to prevent serious deterioration of an existing physical medical condition which, if left untreated, is likely to result in serious bodily injury as evidenced in Section 15610.67 of the Welfare and Institutions Code.

Potential Examples of Grave Disability based on Necessary Medical Care Considerations*

- Perceived cognitive and/or emotional impairment resulting in a lack of decision-making capacity to pursue medical treatment for life-threatening conditions in the moment including but not limited to:
 - Inability to utilize medical care when needed and available.
 - Wound care and infection issues that are likely to lead to loss of limb or life if not treated.
- Signs of significant malnourishment (loss of weight or dehydration) which puts the individual's life or long-term functioning at risk.

**This is not intended to be an exhaustive list of all possible examples, behaviors, impairments, or situations when someone may be considered gravely disabled as a result of necessary medical care considerations.*

***Also qualifies under grave disability as inability to provide or avail themselves of food provided/available.*

▶▶ Other Key Considerations

- **Diagnoses versus Observable Behaviors/Conditions**

- Non-clinicians who are LPS designated to place holds (e.g., law enforcement) are not expected to make a DSM diagnosis for a severe SUD, but simply need to describe the **observable** behavior or conditions that justify a 5150 being placed due to a severe SUD, which should include and be consistent with the DSM criteria noted above and which would need to meet **probable cause** for detaining someone due to a severe SUD.

- **Probable Cause**

- The **probable cause** standard would not be met by any of the aforementioned examples on their own but instead the totality of the person's situation.
- Subjective as well as objective observations from collateral (family members) and/or self-reporting accounts of functioning impairments are to be considered (per W&I Code 5150.05), even though they are insufficient for probable cause alone.

- **Conservatorship Criteria**

- Conservatorship criteria would include the 5150 criteria referenced above, as well as determining a diagnosis which demonstrates the cause and effect of the SUD.
- The conservatorship evaluation would need to show that the SUD is the reason why the person lacks decision making ability and why the individual meets the grave disability criteria for inability to provide for food, clothing, shelter, personal safety, or medical care.
- The chronic nature of the individual's condition and historical course of the individual's illness is a significant factor.
- The Public Guardian continues to serve as the County Conservatorship Investigator and is mandated to investigate for all suitable alternatives to conservatorship. Legal precedence such as third-party assistance continues to be a factor in these determinations.

▶▶ LA County SB 43 Workgroup Structure

- **SB 43 Steering Committee** (co-led by DMH and DPH-SAPC leadership)
 - **Client Flow, System Mapping, System Guidelines, and System Evaluation Workgroup** (co-led by Dr. Gary Tsai, Jaclyn Baucum, Dr. Debbie Innes-Gomberg, Lauren Nakano, and Theion Perkins)
 - **Community Education and Collaboration Workgroup** (co-led by Karen Zarsadiaz-Ige and Antonne Moore)
 - **Court Process/Adherence to Court Orders Workgroup** (led by James Kwon and Court Administrator)
 - **LPS Designation and Training Workgroup** (led by Dr. Debbie Innes-Gomberg)
 - **Managed Care Workgroup** (co-led by Jaclyn Baucum and Allison Kato)
 - **Treatment and Care Planning Workgroup** (co-led by Dr. Brian Hurley and Theion Perkins)

*Other operational focus areas:

- Staffing & budget
- Individuals' ineligible for new SB 43 criteria

▶▶ Purpose of Client Flow, System Mapping, System Guidelines, and Evaluation (FMGE) Workgroup

The aim of the Client Flow, System Mapping, System Guidelines, and System Evaluation (FMGE) Workgroup will be to focus on systems-level considerations related to:

- ◀ **Client Flow*** – How clients placed on grave disability holds under SB 43 arrive at, move, and transition through care settings.
- ◀ **System Mapping*** – How the system is structured to accommodate various client, system, and stakeholder needs (hospitals, clinicians, law enforcement, other LPS facilities and staff, etc.).
- ◀ **System Guidelines*** – SB 43 criteria and examples, particularly with regard to the definition of severe SUD, necessary medical care, and personal safety, that help to guide the SB 43 process.
- ◀ **System Evaluation*** – Ensuring processes to evaluate the impact, strengths, weaknesses, etc. of the new SB 43 process and its application at both a population- and individual-level.

**Coordination with the Steering Committee and other Workgroups will be essential*

►► Purpose of Community Education and Collaboration Workgroup

The purpose of the Community Education and Collaboration Workgroup is to:

- Develop FAQs and website information with input from stakeholders/community members, so it is widely available to the public prior to implementation.
- Assist in the creation of presentation resources and educational materials.
- Coordinate with the Designation and Training Workgroup.

►► Purpose of Court Process/Adherence to Court Orders Workgroup

- **Identify stakeholders in the LPS conservatorship process including the process of holds leading to an LPS referral.**
 - Update court orders/other documents involved in the LPS conservatorship process to capture new definitions.
 - Educate stakeholders and those involved in the process about range of possible placements and Level of Care
 - Mirror training being provided in the Designation and Training workgroup to the certification and judicial hearing officers
 - Work with court admin to ensure information/language regarding SB 43 is made available through the court
 - Identify areas of potential gridlock (due to logistics/staffing/misguided workflow)
 - Report back updates as appropriate from other workgroups

►► Purpose of Designation and Training Workgroup

The purpose of the Designation and Training Workgroup is to:

- Update online and written training and education materials for:
 - ◀ LPS authorized individuals and LPS designated facilities;
 - ◀ Non designated facilities who may receive individuals on an involuntary hold
 - ◀ Law enforcement, EMS
- Coordinate presentations to interested parties
 - ◀ DMH/DPH-SAPC recently presented to LA County Police Chief's Association
- Coordinate with the Community Education and Collaboration Workgroup and Court Process Workgroup

►► Purpose of Managed Care Workgroup

- **The purpose of the Managed Care Workgroup is to:**
 - ◀ Identify the areas of SB 43 impact to the Medi-Cal Managed Care Plans (MCPs).
 - ◀ Work with the LA County MCPs to develop workflows that map out new processes for coordination across behavioral health systems.
- **The goals of the Managed Care Workgroup are to:**
 - Ensure 1/1/26 readiness for MCP coordination.
 - Engage and get alignment with MCP partners.
 - Bring in external stakeholders, as needed.

►► Purpose of the Treatment and Care Planning Workgroup

The purpose of the Treatment and Care Planning Workgroup is to:

- Identify and address treatment resources, capacity or gaps in services
- Addressing co-occurring substance use needs
- Addressing co-occurring necessary medical needs
- Explore establishment of an inventory of current treatment facilities.
- Incorporating the Model Care Coordination Plan (AB 2242).
- Work closely with the Client Flow and other cross-cutting workgroups.

Questions?



LOS ANGELES COUNTY
**DEPARTMENT OF
MENTAL HEALTH**
hope. recovery. wellbeing.