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*"To advance the health of our  
communities by ensuring  
quality emergency and  
disaster medical services."*



**Health Services**  
**<http://ems.dhs.lacounty.gov>**

September 18, 2023

Elizabeth Basnett  
Director  
Emergency Medical Services Authority  
11120 International Dr., Suite 200  
Rancho Cordova, CA 95670

**CERTIFIED**

Dear Ms. Basnett:

**TRIAGE TO ALTERNATE DESTINATION PROGRAM APPROVAL  
REQUEST – SECOND SUBMISSION**

As per California Code of Regulations, Title 22, Division 9, Chapter 5, § 100190, the Los Angeles (LA) County Emergency Medical Services (EMS) Agency is requesting approval of our Triage to Alternate Destination (TAD) Program.

The attached document contains the requested information and documents for the LA County EMS Agency's TAD program for your review and approval.

LA County is looking forward to expanding our TAD program upon approval by the EMS Authority, with the goal to get the patients needing these specific services to the appropriate destination in a timely manner throughout LA County.

If you have any questions or need additional information, please do not hesitate to contact me or Christine Clare, Nursing Director – EMS Programs, at (562) 346-6711 or [cclare@dhs.lacounty.gov](mailto:cclare@dhs.lacounty.gov).

Sincerely,

Richard Tadeo  
Director

RT:cc

Attachment

c: Medical Director, LA County EMS Agency  
Acting Medical Director, EMSA  
Chief, EMS Division, EMSA  
Community Paramedicine Transition Manager/Consultant, EMSA

# **Triage to Alternate Destination Program**

## **Los Angeles County Emergency Medical Services Agency**



**September 2023**

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## BACKGROUND

In Los Angeles County, the rate of persons experiencing homelessness in 2023 increased 9% from the previous year with an estimation of over 75,500 people (Los Angeles Homeless Authority, 2023). Of those experiencing homelessness, approximately 25% suffer with serious mental illness (The Los Angeles Almanac, 2023). The need for mental health resources and non-urgent care, especially for Los Angeles County's indigent population is critical in providing appropriate individualized care that may not always be feasible in busy emergency departments. Alternate destination facilities offer services such as counseling, medication administration and refill, referrals, and follow-up care, and/or a safe space for inebriated patients to recoup especially for women. In addition, alternate destination facilities help relieve the burden of patients waiting long hours in inundated emergency departments.

In October 2017 the Los Angeles (LA) County Emergency Medical Services (EMS) Agency received a request from the Los Angeles City Fire Department (LAFD) Medical Director requesting approval for an Advanced Provider Response Unit (APRU) that would be utilized to implement a pilot program called the LAFD Sobriety Emergency Response Unit (SOBER Unit). This unit would partner with the David L. Sobering Center (SC) in conjunction with the Exodus Recovering, Inc., to provide health and well-being services 24 hours a day, seven days a week in the Skid Row area of Los Angeles. This unit would be staffed with an Exodus Nurse Practitioner, Exodus Case Manager and an LAFD Paramedic. If an individual was identified as inebriate, a medical clearance examination would be performed by the Nurse Practitioner, and if the individual met the SOBER Unit Screening criteria, he/she would be transported directly to the SC. On November 14, 2017, authorization was given for the SOBER Unit to be placed into service.

In March 2019, LAFD requested approval for an Alternate Designation Response Unit (ADRU) as part of the State alternate destination pilot project. The objectives of the ADRU were to provide on-scene medical clearance of select mental health patients, utilize strict PUCC inclusion and exclusion criteria, and transport of patients meeting inclusion criteria to a designated Psychiatric Urgent Care center (PUCC); and provide on-scene medical clearance of select intoxicated patients, utilize strict SC inclusion and exclusion criteria, and transport of patients meeting SC inclusion criteria to a designated SC. Authorization was given for the ADRU to begin service beginning June 10, 2019.

On October 10, 2019 the LA County EMS Agency submitted an addendum to the Fiscal Year 2017-2018 EMS Plan. The addendum contained plans to implement policies authorizing EMS provider agencies the ability to transport the behavioral health patient who met specific inclusion criteria to a LA County EMS Agency designated PUCC, and inebriated patients who met specific inclusion criteria to a LA County EMS designated SC.

Since 2020 over 1,000 patients have been transported to PUCCs and over 2,000 patients have been transported to the SC, and there have been no incidents of alternate destination program patients experiencing an adverse event resulting from services provided at an alternate destination site.

## PROGRAM REQUIREMENTS

LA County's Triage to Alternate Destination (TAD) Program provides appropriate pathways of care for 9-1-1 patients to alternate destination facilities instead of emergency departments. A paramedic certified to be a TAD paramedic in Los Angeles County can assess and transport low acuity 9-1-1 patients to PUCs and SCs.

On July 21, 2020, LA County's Board of Supervisors adopted the Anti-Racism, Diversity, & Inclusion Initiative to guide, govern, and increase LA County's ongoing commitment to fighting racism. The EMS Agency prohibits the triage paramedic's decision to transport to an alternate destination facility from being based on, or affected by, a patient's ethnicity, citizenship, age, preexisting medical condition, insurance status, economic status, ability to pay for medical services, or any other characteristics listed in Section 51 of the Civil Code except in circumstances in which age, sex, preexisting medical condition, or physical or mental disability is medically significant to the provision of appropriate medical care to the patient.

Funding discussions to support the implementation of LA County's TAD Program remain ongoing with various non-profit community-based organizations for grant opportunities.

## TRIAGE TO ALTERNATE DESTINATION PARAMEDIC PROVIDER PROGRAM

The EMS Agency provides medical control and oversight through established system-wide policies, treatment protocols, and medical control guidelines (see Appendix), and is the approving authority for a TAD paramedic provider program in LA County. Reference No. 424, Triage to Alternate Destination Paramedic Provider Program outlines criteria for approval of paramedic provider agencies interested in developing a TAD paramedic provider program within their agency, and includes information on documentation and data, quality improvement, training, accreditation, and the program disciplinary process. TAD paramedic provider agencies must comply with Reference No. 406, Authorization for Paramedic Provider Status and provide emergency medical service response on a continuous 24-hour per day basis. The EMS Agency may exclude existing paramedic provider agencies from participating in the TAD paramedic provider program for reasons such that no designated TAD facilities can be accessed within patient destination transport guidelines, resources are removed from the paramedic provider agency's primary area of response, and participation will negatively impact patient care. The EMS Agency will provide the paramedic provider agency a written response outlining the reasons for exclusion.

## TRIAGE TO ALTERNATE DESTINATION FACILITIES

Currently, there are seven (7) psychiatric urgent care centers (PUCC) and one (1) sobering center (SC) approved to receive patients transported by the 9-1-1 system. All facilities have agreements with the

EMS Agency that meet Health & Safety Code 1317. Failure to operate terminates a TAD facility's participation in the program. Reference No. 326, Psychiatric Urgent Care Center Standards and Reference No. 328. Sobering Center Standards outlines the requirements needed to be designated a TAD facility. Facilities wishing to be designated TAD facility must comply with the standards which include data submission and reporting to the EMS Agency.

PUCCs and SCs each have a login account with Image Trend and Digital EMS to access electronic patient health information through the hospital hub portal.

## RESPONSIBILITIES OF THE EMS AGENCY

The EMS Agency has oversight authority to conduct onsite visits, inspect, investigate, and discipline the TAD paramedic provider agency program and TAD facilities for any violations to the standards set forth in Reference No. 424, Reference No. 326, or Reference No. 328 through denial, probation, suspension, or revocation of the program.

An annual review will be conducted for all TAD paramedic provider agency programs and designated TAD facilities to ensure compliance with the standards. Procedure for notification of noncompliance is as follows:

- 1) Within ten (10) days of the EMS Agency finding noncompliance by the TAD paramedic provider agency program/TAD facility, a written notification of noncompliance will be sent by certified mail to the director.
- 2) Within fifteen (15) days from receipt of the notification, the TAD paramedic provider agency/TAD facility shall submit in writing and by certified mail evidence of compliance or a plan to comply within sixty (60) days from the day of receipt of the notification
- 3) Within fifteen (15) days from receipt of the TAD paramedic provider agency/TAD facility response or within thirty days (30) from the mailing date of the notification of noncompliance if no response is received, the EMS Agency shall issue a decision letter by certified mail to the California EMS Authority and the TAD paramedic provider agency/TAD facility identifying one or more of the following actions:
  - a. Accept the evidence of compliance provided.
  - b. Accept the plan for meeting compliance provided.
  - c. Place the TAD paramedic provider agency/TAD facility on probation.
  - d. Immediately suspend or revoke the TAD paramedic provider agency/TAD facility

The EMS Agency will notify EMSA for the following:

- 1) TAD paramedic training program approval with the name and contact information of the program director, medical director, and effective date of the program
- 2) Any reported complaints or unusual occurrences for any approved TAD facilities within seventy-two (72) hours of receiving information including supporting and explanatory documents



The following quarterly data reports will be submitted to EMSA on the 30<sup>th</sup> of January, April, July, and October:

- 1) Quarterly ambulance patient offload times for every TAD facility
- 2) Quarterly total EMS transports to every TAD facility
- 3) Quarterly total number of patients turned away or diverted from every TAD facility
- 4) Quarterly total number of patients who require subsequent transfer to an emergency department from a TAD facility
- 5) A summary of the primary reasons for turning away, diverting, or transferring patients to emergency departments from TAD facilities
- 6) A summary of patient outcomes at TAD facilities
- 7) A summary of feedback about the program from the EMS Commission

The EMS Agency will integrate LA County's TAD Program into the annual EMS plan submitted to the Emergency Medical Services Authority (EMSA). An annual summary will be included of all TAD facilities that certifies each facility maintains adequate licensed medical and professional staff, facilities, and equipment.

# APPENDICES

## **APPENDIX I**

### **List of Psychiatric Urgent Care Centers and Sobering Centers**

**List of Designated Psychiatric Urgent Care Centers and Sobering Centers  
as of September 18, 2023**

<b>Name</b>	<b>Type of Center</b>	<b>Designation Date</b>	<b>Number of Beds</b>
David L. Murphy Sobering Center	Sobering Center	June 10, 2019	36 male/15 female
Exodus Eastside (USC)	Psychiatric Urgent Care	June 10, 2019	18 beds
Exodus Westside	Psychiatric Urgent Care	November 24, 2020	12 beds
Exodus Harbor	Psychiatric Urgent Care	June 6, 2019	14 Adult/ 4 adolescent
Exodus MLK	Psychiatric Urgent Care	June 10, 2019	24 beds
Star View Long Beach	Psychiatric Urgent Care	February 22, 2021	12 Adult/ 6 adolescent
Star View City of Industry	Psychiatric Urgent Care	February 22, 2021	12 Adult/ 6 adolescent
Star View Lancaster	Psychiatric Urgent Care	August 17, 2021	12 Adult/ 6 adolescent

## **APPENDIX II**

### **Reference No. 326 Psychiatric Urgent Care Standards**

DEPARTMENT OF HEALTH SERVICES  
COUNTY OF LOS ANGELES

SUBJECT: **PSYCHIATRIC URGENT CARE CENTER (PUCC)  
STANDARDS**

REFERENCE NO. 326

PURPOSE: To establish minimum standards for the designation of Psychiatric Urgent Care Centers (PUCC).

AUTHORITY: Health & Safety Code, Division 5, Sections 1797.220, 1798  
California Code of Regulations, Title 22, Division 9, Chapter 5

DEFINITIONS:

**Behavioral/Psychiatric Crisis:** A provider impression for patients who are having a mental health crisis or a mental health emergency. This is not for anxiety or agitation secondary to medical etiology.

**Emergency Medical Condition:** A condition or situation in which an individual has an immediate need for medical attention. The presence of abnormal vital signs (heart rate and rhythm, respiratory rate, blood pressure – except isolated asymptomatic hypertension, oxygen saturation) are also indications of an emergency medical condition. Patients who meet any criteria for Base Contact or Receiving Hospital Notification (Ref. No. 1200.2) are also considered to have an emergency medical condition.

**Psychiatric Urgent Care Center (PUCC):** A mental health facility authorized by the Department of Mental Health and approved by the EMS Agency by meeting the requirements in this Standards.

**PUCC EMS Liaison Officer:** A qualified administrative personnel appointed by the PUCC to coordinate all activities related to receiving patients triaged by paramedics whose primary provider impression is Behavioral/Psychiatric Crisis.

POLICY:

I. General Requirements

- A. Licensed or certified by the California Department of Public Health as a mental health treatment facility
- B. Authorized by the Department of Mental Health to provide mental health services
- C. Have a fully executed Psychiatric Urgent Care Designation Agreement with the EMS Agency
- D. Operate 24 hours a day, 7 days a week, 365 days a year
- E. Provide up to 23 hours of immediate care focusing on intensive crisis services
- F. Provide and maintain adequate parking for ambulance vehicles to ensure access of PUCC

EFFECTIVE: 10-01-20  
REVISED: 04-01-23  
SUPERSEDES: 01-18-22

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APPROVED:

  
Director, EMS Agency

  
Medical Director, EMS Agency

- 
- G. Appoint a PUCCEMS Liaison Officer to act as a liaison between the EMS Agency and the authorized EMS provider agency
  - H. Accept all patients who have been triaged by paramedics regardless of the patient's ability to pay (see Inclusion Criteria in Ref. No. 526, Behavioral/Psychiatric Crisis Patient Destination)
  - I. Notify the EMS Agency within 24 hours when there is a change in status with respect to protocols and/or the ability to care for patients
  - J. Maintain General Liability Insurance as follows:
    - 1. General aggregate \$2 million
    - 2. Products/completed operations aggregate \$1 million
    - 3. Personal and advertising injury \$1 million
    - 4. Each occurrence \$1 million
    - 5. Sexual Misconduct \$2 million per claim and \$2 million aggregate
    - 6. Worker's Compensation and Employers Liability \$1 million per accident
- II. PUCCE Leadership and Staffing Requirements
- A. PUCCEMS Liaison Officer
    - 1. Responsibilities:
      - a. Implement and ensure compliance with the PUCCE Standards
      - b. Maintain direct involvement in the development, implementation, and review of PUCCE policies and procedures related to receiving patients triaged by paramedics to the PUCCE
      - c. Serve as the key personnel responsible for addressing variances in the care and sentinel events as it relates to patients triaged by paramedics to the PUCCE
      - d. Liaison with EMS Provider Agencies and law enforcement agencies
      - e. Serve as the contact person for the EMS Agency and be available upon request to respond to County business
  - B. A physician licensed in the State of California shall be on-call at all times.
  - C. A registered nurse licensed in the State of California shall be on-site at all times.
  - D. Staffing may be augmented by licensed psychiatric nurse practitioners, licensed vocational nurses, social workers, and other mental health professionals.

- E. All medical and nursing staff shall have current certification on Cardiopulmonary Resuscitation (CPR) through the American Heart Association or Red Cross.

III. Policies and Procedures

Develop, maintain and implement policies and procedures that address the following:

- A. Receipt, immediate evaluation, short term management and monitoring of patients who meet PUCC triage inclusion criteria
- B. Timely transfer of patients who require a higher level of care to an acute care hospital utilizing non-911 ambulance provider(s)
- C. Immediate transfer of patients with emergency medical condition to the most accessible 9-1-1 receiving facility/emergency department
- D. Record keeping of EMS Report Forms
- E. Submit monthly data to the EMS Agency for the following:
  - 1. Total number of EMS transported patients who were evaluated
  - 2. Total number of EMS transported patients who were treated and released
  - 3. Total number of EMS transported patients who were transferred to an acute care emergency department within two (2) hours or less of arrival to the PUCC
  - 4. Total number of EMS transported patients transferred to an acute care emergency department after two (2) hours of arrival to the PUCC
  - 5. Total number of EMS transported patients admitted to another care facility
  - 6. Total number of EMS transported patients who experienced an adverse event resulting from the services provided
- F. Procedure for notifying the EMS Agency of patient transfers from PUCC requiring 9-1-1 transport for an emergency medical condition within six hours of admission to the PUCC; notification shall be provided as soon as possible, but not to exceed 72 hours after such transport(s)

IV. Equipment and Supplies

- A. Dedicated telephone line to facilitate direct communication with EMS personnel
- B. ReddiNet® capability to communicate PUCC's real-time capacity status
- C. Public Access Device/Layperson Automated External Defibrillator on site with staff trained on its proper use



- 
- D. An up-to-date community referral list of services and facilities available to patients
  - V. Procedure for Approval to be a designated PUCC
    - A. Submit a written request to the Director of the EMS Agency to include:
      - 1. The rationale for the request to be a designated PUCC
      - 2. A document verifying that the facility has been approved by the Department of Mental Health to provide mental health services (i.e., written service agreement)
      - 3. The proposed date the PUCC will open to accept patients triaged by paramedics to the PUCC
      - 4. Copies of the policies and procedures required in Section III
      - 5. Proposed Staffing
      - 6. Hours of operation
    - B. Site Visit
      - 1. Once all General Requirements are met, the EMS Agency will coordinate a site visit to verify compliance with all the requirements.
      - 2. Administrative and field personnel from local EMS provider agencies will be invited to exchange contact information, and become familiar with the physical layout of the facility.
    - C. PUCC Designation/Re-Designation
      - 1. PUCC initial designation and re-designation is granted for a period of one year after a satisfactory review by the EMS Agency.
  - VI. Other Requirements
    - A. The EMS Agency reserves the right to perform scheduled site visits or request additional data from the PUCC at any time.
    - B. The PUCC shall immediately (within 72 hours) provide written notice to the Director of the EMS Agency if unable to adhere to any of the provisions set forth in the PUCC Standards including structural changes or relocation of the PUCC.
    - C. The PUCC shall provide a 90-day, written notice to the EMS Agency Director of intent to withdraw as a designated PUCC.
    - D. The PUCC shall notify the EMS Agency within 15 days, in writing of any change in status of the PUCC EMS Liaison by submitting Ref. no. 621.2, Notification of Personnel Change Form.

CROSS REFERENCES:

Prehospital Care Manual:

Ref. No. 326.1, Designated Psychiatric Urgent Care Center (PUCC) Roster

Ref. No. 526, Behavioral/Psychiatric Crisis Patient Destination

Ref. No. 621.2, Notification of Personnel Change Form

## **APPENDIX III**

### **Reference No. 328 Sobering Center Standards**

PURPOSE: To establish minimum standards for the designation of Sobering Centers (SC).

AUTHORITY: Health & Safety Code, Division 5, Sections 1797.220, 1798  
California Code of Regulations, Title 22, Division 9, Chapter 5

DEFINITIONS:

**Alcohol Intoxication:** A patient who appears to be impaired from alcohol, demonstrated by diminished physical and mental control with evidence of recent alcohol consumption (e.g., alcohol on breath, presence of alcoholic beverage container(s)) and without other acute medical or traumatic cause. Alcohol intoxication is typically associated with one of more of the following:

- Speech disturbance – incoherent, rambling, slurring
- Decline in cognitive function – confusion, inappropriate behavior, impaired decision-making capacity
- Imbalance – unsteady on feet, staggering, swaying
- Poor coordination – impaired motor function, inability to walk a straight line, fumbling for objects

**Emergency Medical Condition:** A condition or situation in which an individual has an immediate need for medical attention. The presence of abnormal vital signs (heart rate and rhythm, respiratory rate, blood pressure and oxygen saturation – except isolated asymptomatic hypertension) are also indications of an emergency medical condition. Patients who meet any criteria for Base Contact or Receiving Hospital Notification (Ref. No. 1200.2) are also considered to have an emergency medical condition.

**Sobering Center (SC):** A non-correctional facility designated by a city or county to provide a safe, supportive environment for intoxicated individuals to become sober. A SC shall be approved by the EMS Agency by meeting the requirements in this Standards.

**SC EMS Liaison Officer:** A qualified administrative personnel appointed by the SC to coordinate all activities related to receiving patients triaged by paramedics whose primary provider impression is Alcohol Intoxication.

POLICY:

I. General Requirements

A designated SC shall be:

- A. A federally qualified Health Center and Clinic or
- B. Certified by the California State Department of Health Care Services, Substance Use Disorder Compliance Division or

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REVISED: 04-01-23  
SUPERSEDES: 01-18-22

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APPROVED:

  
Director, EMS Agency

  
Medical Director, EMS Agency

- C. Accredited as a Sobering Center under the standards developed by the National Sobering Collaborative and
  - D. Designated by a city or county to provide a safe, supportive environment for intoxicated individuals to become sober
  - E. Have a fully executed Sobering Center Designation Agreement with the EMS Agency
  - F. Operate 24 hours a day, 7 days a week, 365 days a year
  - G. Provide and maintain adequate parking for ambulance vehicles to ensure access of SC
  - H. Appoint a SC EMS Liaison Officer to act as a liaison between the EMS Agency and the authorized EMS provider agency
  - I. Accept all patients who have been triaged by paramedics regardless of the patient's ability to pay (see Inclusion Criteria in Ref. No. 528, Intoxicated (Alcohol) Patient Destination)
  - J. Notify the EMS Agency within 24 hours when there is a change in status with respect to protocols and/or the ability to care for patients
  - K. Maintain General Liability Insurance as follows:
    - 1. General aggregate \$2 million
    - 2. Products/completed operations aggregate \$1 million
    - 3. Personal and advertising injury \$1 million
    - 4. Each occurrence \$1 million
    - 5. Sexual Misconduct \$2 million per claim and \$2 million aggregate
    - 6. Worker's Compensation and Employers Liability \$1 million per accident
- II. SC Leadership and Staffing Requirements
- A. SC EMS Liaison Officer
    - 1. Responsibilities:
      - a. Implement and ensure compliance with the SC Standards
      - b. Maintain direct involvement in the development, implementation and review of SC policies and procedures related to receiving patients triaged by paramedics to the SC
      - c. Serve as the key personnel responsible for addressing variances in the care and sentinel events as it relates to patients triaged by paramedics to the SC

- d. Liaison with EMS Provider Agencies and law enforcement agencies
  - e. Serve as the contact person for the EMS Agency and be available upon request to respond to County business
- B. A physician licensed in the State of California shall be on call at all times.
- C. A registered nurse licensed in the State of California shall be on-site at all times.
- D. Staffing may be augmented by licensed nurse practitioners, licensed vocational nurses, social workers, and other mental health professionals.
- E. All medical and nursing staff shall have current certification on Cardiopulmonary Resuscitation (CPR) through the American Heart Association or Red Cross.

### III. Policies and Procedures

Develop, maintain and implement policies and procedures that address the following:

- A. Receipt, immediate evaluation, short term management and monitoring of patients who meet SC triage inclusion criteria
- B. Timely transfer of patients who require a higher level of care to an acute care hospital utilizing non-911 ambulance provider(s)
- C. Immediate transfer of patients with emergency medical condition to the most accessible 9-1-1 receiving facility/emergency department
- D. Record keeping of EMS Report Forms
- E. Submit monthly data to the EMS Agency for the following:
  - 1. Total number of EMS transported patients who were evaluated
  - 2. Total number of EMS transported patients who were treated and released
  - 3. Total number of EMS transported patients who were transferred to an acute care emergency department within two (2) hours or less of arrival to the SC
  - 4. Total number of EMS transported patients who were transferred to an acute care emergency department after two (2) hours of arrival to the SC
  - 5. Total number of EMS transported patients admitted to another care facility
  - 6. Total number of EMS transported patients who experienced an adverse event resulting from services provided

- F. Procedure for notifying the EMS Agency of patient transfers from SC requiring 9-1-1 transport for an emergency medical condition within six hours of admission to the SC; notification shall be provided as soon as possible, but not to exceed 72 hours after such transport(s)

IV. Equipment and Supplies

- A. Dedicated telephone line to facilitate direct communication with EMS personnel
- B. ReddiNet® capability to communicate SC's real-time capacity status
- C. Public Access Device/Layperson Automated External Defibrillator on site with staff trained on its proper use.
- D. An up-to-date community referral list of services and facilities available to patients

V. Procedure for Approval to be a designated SC

- A. Submit a written request to the Director of the EMS Agency to include:
  - 1. The rationale for the request to be a designated SC
  - 2. A document verifying that the facility has been designated by a city or county to provide a safe, supportive environment for intoxicated individuals to become sober
  - 3. The proposed date the SC will open to accept patients triaged by paramedics to the SC
  - 4. Copies of the policies and procedures required in Section III
  - 5. Proposed Staffing
  - 6. Hours of operation
- B. Site Visit
  - 1. Once all General Requirements are met, the EMS Agency will coordinate a site visit to verify compliance with all the requirements.
  - 2. Administrative and field personnel from local EMS provider agencies will be invited to exchange contact information, and become familiar with the physical layout of the facility.
- C. SC Designation/Re-Designation

SC initial designation and re-designation is granted for a period of one year after a satisfactory review by the EMS Agency.

VI. Other Requirements

- A. The EMS Agency reserves the right to perform scheduled site visits or request additional data from the SC at any time.
- B. The SC shall immediately (within 72 hours) provide written notice to the Director of the EMS Agency if unable to adhere to any of the provisions set forth in the SC Standards including structural changes or relocation of the SC.
- C. The SC shall provide a 90-day, written notice to the EMS Agency Director of intent to withdraw as a designated SC.
- D. The SC shall notify the EMS Agency within 15 days, in writing of any change in status of the SC EMS Liaison by submitting Ref. No. 621.2, Notification of Personnel Change Form.

CROSS REFERENCES:

Prehospital Care Manual:

Ref. No. 501, **9-1-1 Receiving Hospital Directory**  
Ref. No. 528, **Intoxicated (Alcohol) Patient Destination**  
Ref. No. 621.2, **Notification of Personnel Change Form**



## **APPENDIX IV**

### **Reference No. 406 Authorization for Paramedic Provider Status**

DEPARTMENT OF HEALTH SERVICES  
COUNTY OF LOS ANGELES

SUBJECT: **AUTHORIZATION FOR PARAMEDIC  
PROVIDER STATUS**

REFERENCE NO. 406

PURPOSE: To outline the criteria to be approved as a paramedic provider in Los Angeles County.

AUTHORITY: Health and Safety Code, Division 2.5, Sections 1797.52, 1797.94, 1797.178, 1797.180, 1797.201  
California Code of Regulations, Title 22, Sections 100166, 100167, 100169, 100400 and 100402

PRINCIPLE:

- I. Providers applying for paramedic provider status must complete the application process in its entirety, including written approval from the EMS Agency prior to commencing operations.

POLICY:

I. Eligibility Requirements

- A. In order to apply for paramedic provider status, a fire department must be authorized by the governing body of the jurisdiction to provide 9-1-1 emergency services.
- B. A private ambulance company must be licensed by the County of Los Angeles as a basic life support (BLS) provider for a minimum of twenty-four months prior to requesting approval for paramedic provider status.
- C. In addition to the requirements outlined in B above, the private ambulance company must not be in violation of any applicable provisions, standards, or requirements of state statute or regulation, or of the Los Angeles County code or local policies and procedures for a period of one year prior to applying for paramedic provider status. Each of the companies' ambulance vehicles that operate within the County of Los Angeles shall be licensed by the County on a continuous basis.

II. Application Process

- A. The applicant shall submit a written request for approval of paramedic provider status to the Director of the Los Angeles County EMS Agency. The request shall include the following:
  1. The desired implementation date.

EFFECTIVE: 06-01-82  
REVISED: 10-01-22  
SUPERSEDES: 10-01-19

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APPROVED:   
Director, EMS Agency

  
Medical Director, EMS Agency

2. The number of advanced life support (ALS) units desired and the proposed location for each unit.
3. The preferred base hospital assignment, subject to EMS Agency approval.
4. Other information pertinent to the proposed paramedic program, e.g., number of personnel licensed and accredited as paramedics, the number of personnel requiring paramedic training, and the name and contact information for the EMS educator, paramedic coordinator and nurse educator, if applicable.
5. The name and contact information for the Provider Agency Medical Director, or Drug Authorizing Physician, under whose license the provider agency will procure equipment, pharmaceuticals (both scheduled and non-scheduled), and medical devices.

**B. Provider Agency Responsibilities**

1. Provide emergency medical service response on a continuous 24-hour per day basis unless otherwise approved by the EMS Agency. Approved ALS providers may submit a written request, including justification, to the EMS Agency for consideration to waive the 24-hours/day requirement. Waivers will be granted on a case-by-case basis.

Submit to the EMS Agency a complete packet within 30 (thirty) days of receipt of letter and application packet from the EMS Agency acknowledging the request for approval. If a complete application packet is not received within the 30-day period, the request is denied, and a subsequent request for approval will not be accepted for a 90 (ninety) day period.

A complete packet includes the following:

- a. A Quality Improvement (QI) Plan.
- b. Description of the communications equipment that will be used.
- c. A controlled substance policy that outlines how scheduled pharmaceuticals will be procured, stored, secured, and distributed. The policy shall include the procedure for handling any lost, broken, or tampered scheduled pharmaceuticals.
- d. Signed and dated copies of Ref. No. 701.1, Physician Confirmation of Agreement to Purchase Drugs and Medical Supplies, and 702.1, Provider Agency Medical Director Notification of Controlled Substance Program Implementation.
- e. A supply/resupply policy outlining the method for purchasing and storing non-scheduled pharmaceuticals and medical devices.

- 
- f. A plan ensuring that all personnel involved in the ALS program are oriented to the base hospital's operation.
    - g. A policy/procedure to ensure that all ALS units and paramedic personnel are visibly identified as such.
    - h. A list of all the ALS, Assessment and Reserve units, numerical unit designation, physical address, and contact number for the location of each unit.
  3. Utilize and maintain communications as specified by the EMS Agency.
  4. Arrange for a base hospital orientation. (This may be facilitated in conjunction with the EMS Agency.)
  5. Procure and maintain equipment, supplies, and pharmaceuticals for each ALS, Assessment, and Reserve unit(s) as outlined in the applicable policies. Each ALS, Assessment, and Reserve unit shall undergo a unit inventory inspection and be approved by the EMS Agency prior to deployment.
  6. Ensure that all deployed unit(s) ALS, Assessment, and Reserve are fully stocked at all times.
  7. Private providers shall maintain a written agreement with the Los Angeles County EMS Agency to participate in the ALS program. This agreement shall be reviewed every two years and may be changed, renewed, canceled, or otherwise modified as necessary.
  8. Appoint a Paramedic Coordinator to act as the liaison with the EMS Agency and the assigned base hospital.
  9. Ensure that the paramedic coordinator attends EMS Agency Orientation within six (6) months of being appointed. EMS Agency Orientation dates are prescheduled and held on a quarterly basis).
  10. Staff each approved ALS unit with a minimum of two licensed and locally accredited paramedics in accordance with Ref. No. 408, Advanced Life Support Unit Staffing.
  11. A public provider will only be considered for approval for the assessment unit configuration if a paramedic program consisting of a two-paramedic ALS unit response configuration is in place. The provider shall comply with Reference No. 416, Assessment Unit.
- C. EMS Agency Responsibilities:
1. Acknowledge the applicant's request in writing and furnish a generic copy of the applicable EMT-Paramedic Service Provider Agreement or Medical Control Agreement. A finalized agreement will be mailed under separate

cover for execution. A fully executed agreement must be in place prior to program implementation.

2. Approve or reject the request for paramedic provider status approval based on the EMS Agency's review of the documents submitted by the applicant as outlined in "Provider Agency Responsibilities".
3. Coordinate initial EMS Patient Care Record (PCR) training with the paramedic coordinator or their designee.
4. Periodically perform surveys and reviews, including field observation, to ensure compliance with state law and regulations, local policies, and if applicable, the EMT-Paramedic Service Provider Agreement.
5. Deny, suspend, or revoke the approval of a paramedic provider for failure to comply with applicable policies, procedures, and regulations.
6. Conduct ALS, Assessment, and Reserve unit inventory inspections prior to approving ALS, Assessment, and Reserve units for deployment.

III. Program Updates/Modifications:

- A. Provider agencies may request to place additional ALS, Assessment, and Reserve units into service and shall notify the EMS Agency for inventory inspection and approval. Requests and inventory inspections shall be done prior to deployment.
- B. Provider agencies shall notify the EMS Agency for any long-term relocation of existing ALS units or reduction in the number of ALS units.
- C. Private provider agencies that have been operational as an ALS provider for at least one year may request approval from the EMS Agency to implement the 1:1 staffing configuration (one EMT/one paramedic) for interfacility transports. In order to be considered for the 1:1 staffing configuration, the provider agency must successfully complete a six-month probationary period for their ALS program and pass an ALS site review conducted by the EMS Agency. The 1:1 staffing configuration is contingent on meeting all the specific program requirements and EMS Agency approval.
- D. Provider agencies desiring to change unit configurations shall notify the EMS Agency for inventory inspection and approval.

CROSS REFERENCES:

Prehospital Care Manual:

Ref. No. 214, **Base Hospital and Provider Agency Reporting Responsibilities**  
Ref. No. 408, **Advanced Life Support (ALS) Unit Staffing**  
Ref. No. 409, **Reporting ALS Unit Staffing Exceptions**  
Ref. No. 411, **Provider Agency Medical Director**  
Ref. No. 420, **Private Ambulance Operator Medical Director**  
Ref. No. 606, **Documentation of Prehospital Care**

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Ref. No. 607, **Electronic Submission of Prehospital Patient Data**  
Ref. No. 620, **EMS Quality Improvement Program**  
Ref. No. 701, **Supply and Resupply of Designated EMS Provider Units/Vehicles**  
Ref. No. 701.1 **Physician Confirmation of Agreement to Purchase Drugs and Medical  
Supplies**  
Ref. No. 702.1 **Provider Agency Medical Director Notification of Controlled Drug Program  
Implementation**  
Ref. No. 702, **Controlled Drugs Carried on ALS Units**  
Ref. No. 703, **ALS Unit Inventory**  
Ref. No. 703.1 **Private Provider Non-9-1-1 ALS Unit Inventory**  
Ref. No. 704, **Assessment Unit Inventory**  
Ref. No. 710, **Basic Life Support Ambulance Equipment**  
Ref. No. 716, **Paramedic Communications System**  
Ref. No. 803, **Los Angeles County Paramedic Scope of Practice**

Los Angeles County Code, Title 7. Business Licenses, Chapter 7.16, Ambulances

## **APPENDIX V**

**Reference No. 411 Provider Agency Medical Director**

DEPARTMENT OF HEALTH SERVICES  
COUNTY OF LOS ANGELES

SUBJECT: **PROVIDER AGENCY MEDICAL DIRECTOR**

REFERENCE NO. 411

PURPOSE: To describe the role and responsibilities of Medical Directors of approved Los Angeles County Emergency Medical Services (EMS) Provider Agencies.

DEFINITION:

**Provider Agency Medical Director:** A physician designated by an approved EMS Provider Agency to provide advice and coordinate the medical aspects of field care, to provide oversight of all medications utilized by EMTs and paramedics including controlled medications, and to oversee the provider's quality improvement process, as defined by the Los Angeles County EMS Agency

Requirements for the Provider Agency Medical Director include but are not limited to the following:

1. Provider Agency Medical Director appointments will be approved by the Los Angeles County EMS Medical Director.
2. Board eligible or certified by the American Board of Emergency Medicine in Emergency Medicine and/or Emergency Medical Services or provide proof of significant practice in EMS.
3. Engaged in the practice, supervision, or teaching of emergency medicine and/or EMS.
4. Knowledgeable on the current policies, procedures, and protocols of the Los Angeles County EMS Agency.
5. Attend an EMS system orientation provided by the EMS Agency and participate in a field care observation (ride-along) with the sponsoring agency.

PRINCIPLE: Medical Directors enhance the quality of prehospital care by providing medical expertise in EMS and serve as a liaison between the EMS Agency Medical Director, hospitals, and other Provider Agency Medical Directors to ensure the delivery of safe and effective medical care.

ROLE AND RESPONSIBILITIES OF THE PROVIDER AGENCY MEDICAL DIRECTOR

- I. Medical Direction and Supervision of Patient Care
  - A. Advises the provider agency in planning and evaluating the delivery of prehospital medical care by EMTs and paramedics.
  - B. Reviews and approves the medical content of all EMS training performed by the provider agency and ensures compliance with continuing education requirements of the State and local EMS Agency.

EFFECTIVE: 02-01-1994

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REVISED: 10-01-22

SUPERSEDES: 10-01-17

APPROVED:

  
Director, EMS Agency

  
Medical Director, EMS Agency



- C. Reviews and approves the medical components of the provider agency's dispatch system.
  - D. Assists in the development of procedures to optimize patient care.
  - E. Reviews and recommends to the EMS Agency Medical Director any new medical monitoring devices under consideration and ensures compliance with State and local regulation.
  - F. Evaluates compliance with the legal documentation requirements of patient care.
  - G. Participates in direct observation of field responses as needed. Medical direction during a direct field observation may be provided by the Provider Agency Medical Director in lieu of the base hospital under the following conditions:
    - 1. The EMTs, paramedics, and Provider Agency Medical Director on scene must be currently employed by, or contracted with, the same provider agency.
    - 2. If base contact has already been established, the Provider Agency Medical Director may assume medical direction of patient care. The base hospital shall be informed that the Provider Agency Medical Director is on scene. They are not required to accompany the patient to the hospital.
    - 3. EMS personnel shall document the involvement of the Provider Agency Medical Director on the EMS Report Form when orders are given.
    - 4. The receiving hospital shall be notified of all patients whose field care is directed by a Provider Agency Medical Director.
  - H. Participates as needed with appropriate EMS committees and the local medical community. Attend at least 50% of the Medical Advisory Council meetings or delegate a designee.
  - I. Ensures provider agency compliance with Los Angeles County EMS Agency controlled substance policies and procedures.
- II. Audit and Evaluation of Patient Care
- A. Assist the provider agency in the development and implementation of a continuous quality improvement program to ensure the provision of quality medical care. Provides recommendations for training and operational changes based on quality improvement results.
  - B. Evaluates the adherence of provider agency medical personnel to medical policies, procedures and protocols of the Los Angeles County EMS Agency.
  - C. Coordinates delivery and evaluation of patient care with base and receiving hospitals.

III. Investigation of Medical Care Issues

- A. Reviews incidents with unusual or adverse patient outcomes, inadequate performance of EMS personnel, and complaints related to the delivery of medical care.
- B. Evaluates medical performance, gathers appropriate facts and, as needed, forwards those facts in writing to the Los Angeles County EMS Agency Medical Director.
- C. Ensures that appropriate actions are taken on cases with patient care issues with adverse outcomes, e.g., training, counseling, etc.

CROSS REFERENCE:

Prehospital Care Manual:

Ref. No. 214, **Base Hospital and Provider Agency Reporting Responsibilities**

Ref. No. 414, **Registered Nurse/Respiratory Specialty Care Transport Provider**

Ref. No. 422, **Authorization for Paramedic Provider Status of a Los Angeles County Based Law Enforcement Agency**

Ref. No. 816, **Physician at the Scene**

Ref. No. 701, **Supply and Resupply of Designated EMS Provider Units/Vehicles**

Ref. No. 702, **Controlled Drugs Carried on ALS Units**

## **APPENDIX VI**

### **Reference No. 424 Triage to Alternate Destination Paramedic Provider Program**

SUBJECT: **TRIAGE TO ALTERNATE DESTINATION (TAD)  
PARAMEDIC PROVIDER PROGRAM**

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REFERENCE NO. 424

PURPOSE: To outline criteria for the approval of a triage to alternate destination (TAD) paramedic provider program in Los Angeles County.

AUTHORITY: Health & Safety Code, Division 2.5, Section §1797-1863  
California Code of Regulations, Title 22, Division 9, Chapter 5

DEFINITIONS:

**Advanced Life Support (ALS):** Patient care requiring paramedic level assessment and/or intervention(s) listed in Ref. No. 803, Los Angeles County Paramedic Scope of Practice.

**Designated TAD Facility:** A mental health (Psychiatric Urgent Care Center) or non-correctional (Sobering Center) facility approved by the Los Angeles County Emergency Medical Services (EMS) Agency to receive patients assessed and triaged by paramedics for psychiatric care or sobering services.

**Paramedic Provider Agency:** A fire or law enforcement agency or licensed ambulance operator that meets the requirements outlined in Ref. No. 406, Authorization for Paramedic Provider Status, which includes, but not limited to: employing and sponsoring paramedics to provide ALS services; participating in EMS system programs (e.g., quality improvement); and complying with all applicable federal and state statutes and regulations, and local policies, procedures, guidelines and protocols.

**TAD Paramedic:** A California licensed and Los Angeles County accredited paramedic who has completed the training requirements of an EMS Agency approved TAD Paramedic Training Program and received TAD specific accreditation.

**TAD Paramedic Provider Agency:** A paramedic provider agency authorized by the EMS Agency to participate in the TAD Program.

**TAD Paramedic Training Program:** A training program approved by the EMS Agency to provide education on triage to alternate destinations for patients requiring psychiatric care or sobering services through didactic and clinical education and competency testing.

**TAD Program:** A system-wide ALS program developed by the EMS Agency and approved by the Emergency Medical Services Authority to assess and triage patients requiring psychiatric care to designated Psychiatric Urgent Care Centers, or sobering services to designated Sobering Centers in accordance with the California Code of Regulations, Chapter 5, Division 9.

PRINCIPLES:

1. The EMS Agency is the approving authority for TAD Programs in Los Angeles County.

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EFFECTIVE DATE: XX-XX-XX  
SUPERSEDES: NEW  
REVISED: NEW

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APPROVED: \_\_\_\_\_  
Director, EMS Agency

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Medical Director, EMS Agency

2. The EMS Agency has oversight authority to conduct onsite visits, inspect, investigate, and discipline a Designated TAD Facility, TAD paramedic, TAD paramedic provider agency, TAD paramedic training program, and TAD programs for any violations to the standards set forth herein through denial, probation, suspension, or revocation of the approval and/or accreditation.
3. No person or organizations shall offer a TAD paramedic training program or TAD programs without the authorization from the EMS Agency.
4. The EMS Agency may exclude existing paramedic provider agencies from participating in the TAD program for reasons that include: no designated TAD facilities can be accessed within patient destination transport guidelines, EMS resources are unreasonably removed from the paramedic provider agency's primary area of response, and participation will negatively impact patient care. The EMS Agency will provide the paramedic provider agency a written response outlining the reasons for exclusion.
5. A TAD paramedic's decision to transport to a designated TAD facility shall not be based on, or affected by, a patient's ethnicity, citizenship, age, preexisting medical condition, insurance status, economic status, ability to pay for medical services, or any other characteristics listed in Section 51 of the Civil Code except in circumstances in which age, sex, preexisting medical condition, or physical or mental disability is medically significant to the provision of appropriate medical care to the patient.
6. Maintaining skills competency and effective quality improvement program are important components for implementing and sustaining a successful TAD program. TAD provider agencies must ensure active clinical practice and participation in the quality improvement program for their TAD paramedics.

**POLICY:**

- I. TAD Paramedic Provider Agency Program Requirements
  - A. Be approved by the EMS Agency as a TAD paramedic provider agency.
    1. Must meet the requirements outlined in Ref. No. 406, Authorization for Paramedic Provider Status.
    2. Have a Medical Director who meets the requirements in Ref. No. 411, Provider Agency Medical Director.
    3. Incorporate the TAD paramedic provider agency program into existing continuing education and quality improvement programs.
  - B. Have a TAD Paramedic Training Program approved by the EMS Agency.
    1. Administration, faculty requirements, and TAD course standards and curriculum must meet California Code of Regulations, Title 22, Division 5, Chapter 5, §100189, Community Paramedic and Transportation to Alternate Destination Training Programs Administration and Faculty Requirements.

2. Interested training programs must complete and submit an EMS Agency TAD Training Program Application packet to the EMS Agency for approval. The application packet must contain the following:
  - a. Faculty forms containing the names and qualifications of the training program director, program medical director, and instructors.
  - b. A statement verifying that the course meets the requirements contained in the current version of the United States Department of Transportation (U.S. DOT) National Education Standards.
  - c. An outline of course objectives.
  - d. Performance objectives for each skill.
  - e. A minimum of one (1) final comprehensive competency-based examination must be administered to test the paramedic's skills and knowledge of the TAD Program.

C. Documentation and Data

1. Electronic Patient Care Report (ePCR) documentation must be in accordance with Ref. No. 606, Documentation of Prehospital Care.
2. Submission of ePCR data to the EMS Agency must be in accordance with current NEMSIS Standards and comply with the requirements in Ref. No. 607, Electronic Submission of Prehospital Data.
3. Retention and disposition of patient care records must comply with Ref. No. 608, Retention and Disposition of Prehospital Patient Care Records.

II. TAD Paramedic Training Program Approval Process

- A. Submit a written request to the EMS Agency.
- B. Notification of program approval or deficiencies with application requirements shall be made in writing by the EMS Agency to the requesting paramedic training program within ninety (90) days of receiving the request for approval.
- C. The EMS Agency shall approve and establish the effective date of the TAD paramedic training program approval in writing upon the program satisfactory meeting and documenting compliance with all program requirements.
- D. TAD paramedic training program approval is valid for four (4) years ending on the last day of the month in which the request is approved. This approval is not transferable from person to person or between training programs.
- E. The EMS Agency shall notify the California EMS Authority in writing of the training program approval.

III. TAD Paramedic Provider Agency Program Disciplinary Actions

- 
- A. The EMS Agency shall conduct an annual review of the TAD paramedic provider agency program to ensure compliance with all requirements.
  - B. Failure to comply with the requirements set forth herein may result in denial, probation, suspension, or revocation of approval.
  - C. Procedure for notification of noncompliance:
    - 1. The EMS Agency shall provide a written notification of noncompliance to the TAD paramedic provider agency within ten (10) days of finding noncompliance.
    - 2. Within fifteen (15) days from receipt of the notification, the TAD paramedic provider agency, shall submit in writing evidence of compliance or a plan to comply within sixty (60) days from the day of receipt of the notification.
    - 3. Within fifteen (15) days from receipt of the TAD paramedic provider agency response or within thirty days (30) from the mailing date of the notification of noncompliance if no response is received, the EMS Agency shall issue a decision letter by certified mail to the California EMS Authority and the TAD paramedic provider agency identifying one or more of the following actions:
      - a. Accept the evidence of compliance provided.
      - b. Accept the plan for meeting compliance provided.
      - c. Place the TAD paramedic provider agency on probation.
      - d. Immediately suspend or revoke the approval for the paramedic provider agency to implement TAD.
    - 4. The decision letter shall also include, but not be limited to the following:
      - a. The date of the EMS Agency's decision.
      - b. Specific requirements the TAD paramedic provider agency failed to meet.
      - c. The probation and suspension effective and ending date, if applicable.
      - d. The terms and conditions of the probation or suspension, if applicable.
      - e. The revocation date, if applicable.

IV. TAD Paramedic Accreditation

- A. The TAD paramedic applicant shall submit an EMS Personnel Information/Sponsorship Update Form and meet the following eligibility criteria:

1. Proof of an active, unrestricted California issued paramedic license,
  2. Hold a current Los Angeles County Paramedic Accreditation,
  3. Last 4 numbers of social security number or individual tax identification number, and
  4. A course completion certificate issued by an approved TAD Paramedic Training Program.
  5. Application must be signed by an approved TAD Provider Agency sponsoring entity.
- B. The EMS Agency shall review the EMS Personnel Information/Sponsorship Update Form and notify the applicant in writing within thirty (30) business days from the date of submission that the application is:
1. Incomplete or illegible and required corrective action, or
  2. The TAD accreditation has been approved and the TAD accreditation information has been entered into the Central Registry database, or
  3. The TAD accreditation has been denied, including the reason for the denial and notification of the applicant's right to appeal.
- C. The EMS Agency shall register the TAD paramedic accreditation into the Central Registry database within five (5) business days of the TAD paramedic accreditation being approved.
- D. The initial TAD paramedic accreditation shall expire on the last day of the month, two (2) years from the effective date of the initial accreditation.
- E. TAD paramedic accreditation shall be renewed every two (2) years. The following eligibility criteria for renewal must be submitted to the EMS Agency:
1. Proof of current, unrestricted California issued paramedic license, and
  2. Proof of completion of four (4) hours of approved TAD continuing education (CE).
- F. To be eligible for reinstatement of a TAD paramedic accreditation that has expired twelve (12) months or less, the following eligibility criteria must be submitted to the EMS Agency:
1. Proof of current, unrestricted California issued paramedic license, and
  2. Proof of completion of four (4) hours of approved TAD paramedic CE.
- G. To be eligible for reinstatement of a TAD paramedic accreditation that has been expired for more than twelve (12) months, the following eligibility criteria must be submitted to the EMS Agency:
1. Proof of current, unrestricted California issued paramedic license, and



2. Proof of successful completion of an approved TAD paramedic training program within the last year from the submission date of the reinstatement application.

CROSS REFERENCES:

Prehospital Care Policy Manual:

Ref. No. 406, **Authorization for Paramedic Provider Status**

Ref. No. 411, **Provider Agency Medical Director**

Ref. No. 526, **Behavioral/Psychiatric Crisis**

Ref. No. 526.1, **Medical Clearance Criteria Screening Tool for Psychiatric Urgent Care Center (PUCC)**

Ref. No. 528, **Intoxicated (Alcohol) Patient Destination**

Ref. No. 528.1, **Medical Clearance Criteria Screening Tool for Sobering Center**

Ref. No. 602, **Confidentiality of Patient Information**

Ref. No. 606, **Documentation of Prehospital Care**

Ref. No. 607, **Electronic Submission of Prehospital Patient Data**

Ref. No. 608, **Retention and Disposition of Prehospital Patient Care Records**

Ref. No. 620, **EMS Quality Improvement Program**

Ref. No. 621, **Notification of Personnel Change**

Ref. No. 621.1, **Notification of Personnel Change Form Provider Agency/Training Programs**

Ref. No. 622, **Release of EMS Data**

Ref. No. 640, **EMS Documentation Manual**

## **APPENDIX VII**

### **Reference No. 526 Behavior/Psychiatric Crisis Patient Destination**

SUBJECT: **BEHAVIORAL / PSYCHIATRIC CRISIS**  
**PATIENT DESTINATION**

(PARAMEDIC)  
REFERENCE NO. 526

**PURPOSE:** To provide guidelines for the transport of patients with a primary provider impression of Behavioral/Psychiatric Crisis to the most appropriate facility that is staffed, equipped and prepared to administer medical care appropriate to the needs of the patient.

**AUTHORITY:** Health & Safety Code, Division 5, Sections 1797.220, 1798  
California Code of Regulations, Title 22, Division 9, Chapter 5

**DEFINITIONS:**

**Behavioral/Psychiatric Crisis:** A provider impression for patients who are having a mental health crisis or a mental health emergency. This is not for anxiety or agitation secondary to medical etiology.

**Emergency Medical Condition:** A condition or situation in which an individual has an immediate need for medical attention. The presence of abnormal vital signs (heart rate and rhythm, respiratory rate, blood pressure, and oxygen saturation – except isolated asymptomatic hypertension) are also indications of an emergency medical condition. Patients who meet any criteria for Base Contact or Receiving Hospital Notification (Ref. No. 1200.2) are also considered to have an emergency medical condition.

**Mental Health Crisis:** Is a non-life-threatening situation in which an individual is exhibiting extreme emotional disturbance or behavioral distress, considering harm to self or others, disoriented or out of touch with reality, has a compromised ability to function, or is otherwise agitated and unable to be calmed. Examples of mental health crisis includes:

- Talking about suicide threats
- Talking about threatening behavior
- Self-injury, but not needing immediate medical attention
- Alcohol or substance abuse
- Highly erratic or unusual behavior
- Eating disorders
- Not taking their prescribed psychiatric medications
- Emotionally distraught, very depressed, angry or anxious


**Mental Health Emergency:** Is a life-threatening situation in which an individual is imminently threatening harm to self or others, severely disoriented or out of touch with reality, has a severe inability to function, or is otherwise distraught and out of control. Examples of a mental health emergency includes:

- Acting on a suicide threat
- Homicidal or threatening behavior

EFFECTIVE: 10-01-20  
REVISED: 04-01-23  
SUPERSEDES: 12-01-22

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APPROVED:

  
Director, EMS Agency

  
Medical Director, EMS Agency

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- Self-injury needing immediate medical attention
  - Severely impaired by drugs or alcohol
  - Highly erratic or unusual behavior that indicates very unpredictable behavior and/or inability to care for themselves

**Most Accessible Receiving Facility (MAR):** Is the geographically closest (by distance) 9-1-1 Receiving Hospital approved by the EMS Agency to receive patients with emergency medical conditions from the 9-1-1 system.

**Psychiatric Urgent Care Center (PUCC):** A mental health facility authorized by the Department of Mental Health and approved by the EMS Agency by meeting the requirements in Ref. No. 326, Psychiatric Urgent Care Center Standards.

**PRINCIPLES:**

1. EMS provider agencies must be approved by the Emergency Medical Services (EMS) Agency to triage patients with behavioral/psychiatric crisis to a designated PUCC.
2. Patients with a provider impression of Agitated Delirium must be transported to an emergency department for evaluation.
3. Paramedics who have completed an 8-hour educational session regarding the triage of patients to a PUCC are the only EMS personnel authorized to utilize this policy.
4. Patients exhibiting mental health crisis who meet PUCC inclusion criteria may also be released at the scene to the local law enforcement agency. Law enforcement officers are highly encouraged to transport these patients to a designated PUCC. Paramedics shall document on the EMS Report Form to whom the patient was released.
5. Patients receiving olanzapine who are cooperative and meet the criteria for screening as per *Ref. 526.1 Medical Clearance Criteria Screening Tool for Psychiatric Urgent Care Center (PUCC)*, may be transported by EMS (basic life support) or released to law enforcement to the PUCC.
6. In instances where there is a potential for the patient to harm self or others, EMS personnel shall consider seeking assistance from law enforcement.
7. Any patient who meets the triage criteria for transport to a PUCC, but who requests to be transported to an emergency department of a general acute care hospital, shall be transported to the emergency department of a general acute care hospital.
8. In all cases, the health and well-being of the patient is the overriding consideration in determining patient destination. Factors to be considered include severity and stability of the patient's illness or injury; status of the receiving facility; anticipated transport time; requests by the patient, family, guardian or physician; and EMS personnel and base hospital judgment.

**POLICY:**

- I. Responsibilities of the Paramedic

- 
- A. Complete an 8-hour educational session regarding the triage of patients to a designated PUC
  - B. Comply with all patient destination policies established by the EMS Agency
- II. EMS Provider Agency Requirements and Responsibilities
- A. Submit a written request to the Director of the EMS Agency for approval to triage patients who meet PUC Inclusion Criteria. The written request shall include the following:
    - 1. Date of proposed implementation date
    - 2. Scope of deployment (identify response units)
    - 3. Course/Training Curriculum addressing all items in Section IV
    - 4. Identify a representative to act as the liaison between the EMS Agency, designated PUC(s), and the EMS Provider Agency
    - 5. Policies and procedures listed in Section B
  - B. Develop, maintain and implement policies and procedures that address the following:
    - 1. Completion of one Medical Clearance Criteria Screening Tool for each patient (see sample Ref. No. 526.1)
    - 2. Pre-arrival notification of the PUC
    - 3. Patient report to a licensed health care provider or physician at the PUC
    - 4. Confirmation that PUC has the capacity to accept the patient prior to transport
  - C. Develop a Quality Improvement Plan or Process to review variances and adverse events
  - D. Comply with data reporting requirements established by the EMS Agency
- III. Psychiatric Urgent Care Clinic (PUC) Patient Triage Criteria
- A. Inclusion Criteria – patients who meet the following criteria may be triaged for transport to a designated PUC provided the PUC can be accessed within a fifteen (15) minute transport time:
    - 1. Provider impression of behavior/psychiatric crisis; and
      - a. Voluntarily consented or 5150 hold; and
      - b. Ambulatory, does not require the use of a wheelchair; and

- 
- c. No emergent medical condition or trauma (with exception of ground level fall with injuries limited to minor abrasions below the clavicle); and
      - d. No focal neurological deficit
    2. Age:  $\geq 18$  years and  $\leq 65$  years old
    3. Vital Signs
      - a. Heart rate  $\geq 60$  bpm and  $\leq 120$  bpm
      - b. Respiratory rate  $\geq 12$  rpm and  $\leq 24$  rpm
      - c. Pulse oximetry  $\geq 94\%$  on room air
      - d. SBP  $\geq 100$  and  $< 180$  mmHg

Note: Isolated mild to moderate hypertension (i.e., SBP  $\leq 180$  mmHg with no associated symptoms such as headache, neurological changes, chest pain or shortness of breath) in a patient with a history of hypertension is not a reason to exclude referral to a PUCC
    4. Glasgow Coma Scale (GCS) Score of  $\geq 14$
    5. If history of Diabetes Mellitus, no evidence of ketoacidosis and a blood glucose  $\geq 60$  mg/dL and  $< 250$  mg/dL
  - B. Exclusion Criteria – patients who meet the following conditions shall not be triaged to a PUCC, patient destination shall be in accordance with Ref. No. 502, Patient Destination or appropriate Specialty Care Center Patient Destination policy (i.e., Trauma Center, STEMI, Stroke):
    1. Any emergent medical condition
    2. Focal neurological deficit
    3. Any injury that meet trauma center criteria or guideline
    4. Complaint of chest pain, shortness of breath, abdominal/pelvic pain, or syncope
    5. Open wounds or bleeding
    6. Intoxication of drugs and/or alcohol
    7. Suspected pregnancy
    8. Requires special medical equipment
    9. Intellectual or developmental disability
-

- 
10. Exhibits dangerous behavior
  11. Signs and symptoms of agitated delirium (Reference No. 1208, Agitated Delirium)
  12. EMS personnel feels the patient is not stable enough for PUCC
- IV. Paramedic Training Curriculum – the 8-hour paramedic educational session regarding the triage of patients to a PUCC shall include, at minimum, the following:
- A. An overview of the curriculum, educational objectives, resources and operational structure
  - B. Impact of mental health crisis/emergency on local public health and emergency medical system resources
  - C. Overview of PUCC capabilities and resources
  - D. Review of mental health disorders
  - E. In-depth review of the Inclusion and Exclusion Criteria, and the Medical Clearance Criteria Screening Tool for PUCC
  - F. Legal and Ethics, include considerations for release at scene, refusal of treatment or transport (Against Medical Advice)
  - G. Interactions with other agencies (i.e., law enforcement, mental health professional)
  - H. Patient care documentation
  - I. Quality improvement process and sentinel event reporting

CROSS REFERENCES:

Prehospital Care Manual:

Ref. No. 326, **Psychiatric Urgent Care Center (PUCC) Standards**  
Ref. No. 326.1, **Designated Psychiatric Urgent Care Center Roster**  
Ref. No. 502, **Patient Destination**  
Ref. No. 526.1, **Medical Clearance Criteria Screening Tool for Psychiatric Urgent Care Center**  
Ref. No. 1200.3 **Provider Impressions**  
Ref No. 1208 **Agitated Delirium**  
Ref No. 1209 **Behavioral/Psychiatric Crisis**

## **APPENDIX VIII**

### **Reference No. 526.1 Medical Clearance Criteria for Psychiatric Urgent Care Center (PUCC)**



PROCEDURE:

1. Paramedic shall assess and evaluate the patient using all the criteria listed below.
2. If ALL criteria are **Yes (Green)** – triage patient to designated Psychiatric Urgent Care Center (PUCC), only if transport time is within 15 minutes.
3. If ANY criterion is **No (Red)** – triage patient to the most accessible 9-1-1 receiving hospital.
4. MEDICAL CLEARANCE CRITERIA FOR **PUCC**

Provider Impression of Behavioral/Psychiatric Crisis	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Voluntarily consented or 5150 hold	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Ambulatory, does not require wheelchair and no focal neurological deficit	Yes <input type="checkbox"/>	No <input type="checkbox"/>
No emergent medical condition	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Age $\geq$ 18 years old and $\leq$ 65 years	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Heart Rate $\geq$ 60 and $\leq$ 120 beats per minute	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respiratory Rate $\geq$ 12 and $\leq$ 24 respirations per minute	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Pulse Oximetry $\geq$ 94% on room air	Yes <input type="checkbox"/>	No <input type="checkbox"/>
SBP $\geq$ 100 and $<$ 180 mmHg	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Glasgow Coma Score $\geq$ 14	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If diabetes, glucose $\geq$ 60 and $<$ 250mg/dL	Yes <input type="checkbox"/>	No <input type="checkbox"/>
No injury meeting TC criteria or guidelines	Yes <input type="checkbox"/>	No <input type="checkbox"/>
No complaint of: chest pain, SOB, Abdominal or pelvic pain, or syncope	Yes <input type="checkbox"/>	No <input type="checkbox"/>
No open wounds or bleeding	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Not pregnant (known or suspected)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Not requiring special medical equipment	Yes <input type="checkbox"/>	No <input type="checkbox"/>
No intellectual or developmental disability	Yes <input type="checkbox"/>	No <input type="checkbox"/>
No dangerous behavior	Yes <input type="checkbox"/>	No <input type="checkbox"/>
No signs and symptoms of Agitated Delirium	Yes <input type="checkbox"/>	No <input type="checkbox"/>
EMS Personnel feel patient is stable for PUCC	Yes <input type="checkbox"/>	No <input type="checkbox"/>

## **APPENDIX IX**

### **Reference No. 528 Intoxicated (Alcohol) Patient Destination**

SUBJECT: **INTOXICATED (ALCOHOL) PATIENT DESTINATION** REFERENCE NO. 528

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**PURPOSE:** To provide guidelines for the transport of patients with a primary provider impression of Alcohol Intoxication to the most appropriate facility that is staffed, equipped and prepare to administer medical care appropriate to the needs of the patient.

**AUTHORITY:** Health & Safety Code, Division 5, Sections 1797.220, 1798  
California Code of Regulations, Title 22, Division 9, Chapter 5

**DEFINITIONS:**

**Alcohol Intoxication:** A patient who appears to be impaired from alcohol, demonstrated by diminished physical and mental control with evidence of recent alcohol consumption (e.g., alcohol on breath, presence of alcoholic beverage container(s)) and without other acute medical or traumatic cause. Alcohol intoxication is typically associated with one of more of the following:

- Speech disturbance – incoherent, rambling, slurring
- Decline in cognitive function – confusion, inappropriate behavior, impaired decision-making capacity
- Imbalance – unsteady on feet, staggering, swaying
- Poor coordination – impaired motor function, inability to walk a straight line, fumbling for objects

**Emergency Medical Condition:** A condition or situation in which an individual has an immediate need for medical attention. The presence of abnormal vital signs (heart rate and rhythm, respiratory rate, blood pressure, and oxygen saturation – except isolated asymptomatic hypertension) are also indications of an emergency medical condition. Patients who meet any criteria for Base Contact or Receiving Hospital Notification (Ref. No. 1200.2) are also considered to have an emergency medical condition.

**Sobering Center (SC):** A non-correctional facility designated by a city or county to provide a safe, supportive environment for intoxicated individuals to become sober. A SC shall be approved by the EMS Agency by meeting the requirements in this Standards.

**PRINCIPLES:**

1. EMS provider agencies must be approved by the Emergency Medical Services (EMS) Agency to triage patients with alcohol intoxication to a designated SC.
2. Paramedics who have completed an 8-hour education session regarding the triage of patients to a SC are the only EMS personnel authorize to utilize this policy.
3. Patients exhibit alcohol intoxication who meet SC inclusion criteria may also be released at scene to local law enforcement agency. Law enforcement officers are highly

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SUPERSEDES: 10-01-20

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APPROVED:

  
Director, EMS Agency

  
Medical Director, EMS Agency

encouraged to transport these patients to a designated SC. Paramedics shall document on the EMS Report Form to whom the patient was released.

4. In instances where there is potential for the patient to harm self or others, EMS personnel shall consider seeking assistance from law enforcement.
5. Any patient who meets the triage criteria for transport to a SC, but who requests to be transported to an emergency department of a general acute care hospital, shall be transported to the emergency department of a general acute care hospital.
6. In all cases, the health and well-being of the patient is the overriding consideration in determining patient destination. Factors to be considered include severity and stability of the patient's illness or injury; status of the receiving facility; anticipated transport time; requests by the patient, family, guardian or physician; and EMS personnel and base hospital judgment.

**POLICY:**

- I. Responsibilities of the Paramedic
  - A. Complete an 8-hour educational session regarding the triage of patients to a designated SC.
  - B. Comply with all patient destination policies established by the EMS Agency.
- II. EMS Provider Agency Requirements and Responsibilities
  - A. Submit a written request to the Director of the EMS Agency for approval to triage patients who meet SC Inclusion Criteria. The written request shall include the following:
    1. Date of proposed implementation date
    2. Scope of deployment (identify response units)
    3. Course/Training Curriculum addressing all items in Section IV
    4. Identify a representative to act as the liaison between the EMS Agency, designated SC(s), and the EMS Provider Agency
    5. Policies and procedures listed in Section B
  - B. Develop, maintain and implement policies and procedures that address the following:
    1. Completion of one Medical Clearance Criteria Screening Tool for each patient (see sample Ref. No. 528.1)
    2. Pre-arrival notification of the SC
    3. Patient report to a licensed health care provider or physician at the SC

4. Confirmation that SC has the capacity to accept the patient prior to transport
- C. Develop a Quality Improvement Plan or Process to review variances and adverse events.
- D. Comply with data reporting requirements established by the EMS Agency.

III. Sobering Center (SC) Patient Triage Criteria

- A. Inclusion Criteria – patients who meet the following criteria may be triaged for transport to a designated SC provided the SC can be accessed within a fifteen (15) minute transport time:
  1. Provider impression of alcohol intoxication (found on the street, a shelter or in police custody); and
    - a. Voluntarily consented or have implied consent to go to the SC; and
    - b. Cooperative and do not require restraints; and
    - c. Ambulatory, does not require the use of a wheelchair; and
    - d. NO emergent medical condition or trauma (with exception of ground level fall with injuries limited to minor abrasions below the clavicle); and
    - e. No focal neurological deficit
  2. Age:  $\geq 18$  years old and  $\leq 65$  years old
  3. Vital Signs
    - a. Heart rate  $\geq 60$  bpm and  $\leq 120$  bpm
    - b. Respiratory rate  $\geq 12$  rpm and  $\leq 24$  rpm
    - c. Pulse oximetry  $\geq 94\%$  on room air
    - d. SBP  $\geq 100$  and  $< 180$  mmHg

Note: Isolated mild to moderate hypertension (i.e., SBP  $\leq 180$  mmHg with no associated symptoms such as headache, neurological changes, chest pain or shortness of breath) in a patient with a history of hypertension is not a reason to exclude referral to a SC

4. Best Glasgow Coma Scale (GCS) Score of  $\geq 14$ .

Best GCS – upon initial assessment, an inebriated person may not have spontaneous eye opening without stimulation and may not be fully

oriented which = GCS of 13. Upon secondary assessment, if eyes remain open with minimal confusion, GCS is 14 and meets criteria.

5. If history of Diabetes Mellitus, no evidence of ketoacidosis and a blood glucose  $\geq 60$  mg/dL and  $< 250$  mg/dL

B. Exclusion Criteria – patients who meet the following conditions shall not be triaged to a SC, patient destination shall be in accordance with Ref. No. 502, Patient Destination or appropriate Specialty Care Center Patient Destination policy (i.e., Trauma Center, STEMI, Stroke):

1. Any emergent medical condition
2. Focal neurological deficit or change from baseline
3. Any injury that meet trauma center criteria or guideline
4. Complaint of chest pain, shortness of breath, abdominal/pelvic pain, or syncope
5. Bleeding including any hemoptysis or GI bleed
6. Suicidal ideations
7. On anticoagulants
8. Suspected pregnancy
9. Bruising or hematoma above the clavicles
10. Intellectual or developmental disability
11. EMS personnel feels the patient is not stable enough for SC

IV. Paramedic Training Curriculum – the 8-hour paramedic educational session regarding the triage of patients to a SC shall include, at minimum, the following:

- A. An overview of the curriculum, educational objectives, resources and operational structure
- B. Impact of alcohol intoxication on local public health and emergency medical system resources
- C. Overview of SC capabilities and resources
- D. Review of mental health disorders
- E. In-depth review of the Inclusion and Exclusion Criteria, and the Medical Clearance Criteria Screening Tool for SC
- F. Legal and Ethics, include considerations for release at scene, refusal of treatment or transport (Against Medical Advice)

- G. Interactions with other agencies (i.e., law enforcement, mental health professional)
- H. Patient care documentation
- I. Quality improvement process and sentinel event reporting

CROSS REFERENCES:

Prehospital Care Manual:

Ref. No. 328, **Sobering Center (SC) Standards**  
Ref. No. 328.1, **Designated Sobering Center Roster**  
Ref. No. 502, **Patient Destination**  
Ref. No. 528.1, **Medical Clearance Criteria Screening Tool for Sobering Center**  
Ref. No. 1200.3 **Provider Impressions**  
Ref. No. 1241 **Overdose/Poisoning/Ingestion**

## **APPENDIX X**

### **Reference No. 528.1 Medical Clearance Criteria Screening Tool For Sobering Center (SC)**



PROCEDURE:

1. Paramedic shall assess and evaluate the patient using all the criteria listed below.
2. If ALL criteria are **Yes (Green)** – triage patient to designated Sobering Center (SC), only if transport time is within 15 minutes.
3. If ANY criterion is **No (Red)** – triage patient to the most accessible 9-1-1 receiving hospital.
4. MEDICAL CLEARANCE CRITERIA FOR **SC**

Provider Impression of Alcohol Intoxication	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Verbalizes consent	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Cooperative and does not require restraints	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Ambulatory, does not require wheelchair and no focal neurological deficit	Yes <input type="checkbox"/>	No <input type="checkbox"/>
No emergent medical condition	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Age $\geq$ 18 years old and $\leq$ 65 years	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Heart Rate $\geq$ 60 and $\leq$ 120 beats per minute	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respiratory Rate $\geq$ 12 and $\leq$ 24 respirations per minute	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Pulse Oximetry $\geq$ 94% on room air	Yes <input type="checkbox"/>	No <input type="checkbox"/>
SBP $\geq$ 100 and $<$ 180 mmHg	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Best Glasgow Coma Score $\geq$ 14*	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If diabetes, glucose $\geq$ 60 and $<$ 250mg/dL	Yes <input type="checkbox"/>	No <input type="checkbox"/>
No injury meeting TC criteria or guidelines	Yes <input type="checkbox"/>	No <input type="checkbox"/>
No complaint of: chest pain, SOB, Abdominal or pelvic pain, or syncope	Yes <input type="checkbox"/>	No <input type="checkbox"/>
No bleeding including any hemoptysis or GI bleed	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Not on anticoagulants**	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Not pregnant (known or suspected)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
No bruising or hematoma above the clavicles	Yes <input type="checkbox"/>	No <input type="checkbox"/>
No intellectual or developmental disability	Yes <input type="checkbox"/>	No <input type="checkbox"/>
No loss of consciousness within 24 hours (syncopal or seizure)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
EMS Personnel feel patient is stable for SC	Yes <input type="checkbox"/>	No <input type="checkbox"/>

\* Best GCS – upon initial assessment, an inebriated person may not have spontaneous eye opening without stimulation and may not be fully oriented which = GCS of 13. Upon secondary assessment, if eyes remain open with minimal confusion, GCS is 14 and meets criteria.

\*\* Common Anticoagulants: Warfarin/Coumadin, Clopidogrel/Plavix, Enoxaprin/Lovenox, Rivaroxaban/Xarelto, Dabigatran/Pradaxa, Apixaban/Eliquis, Edoxaban/Savaysa, and Fondaparinux/Arixta.

## **APPENDIX XI**

### **Reference No. 606 Documentation of Prehospital Care**

SUBJECT: **DOCUMENTATION OF PREHOSPITAL CARE**

PURPOSE: To identify the base hospital and Emergency Medical Services (EMS) provider procedures for documentation of prehospital care.

AUTHORITY: California Code of Regulations, Title 22, Sections 100128, 100129, 100170, 100171

#### DEFINITIONS

**EMS Response:** The physical response of an EMS provider due to activation of the EMS system with a request for medical evaluation.

**Multiple Casualty Incident (MCI):** The combination of numbers of ill/injured patients and the type of injuries going beyond the capability of an entity's normal first response.

**Patient:** A person who seeks or appears to require medical assessment and/or medical treatment.

**Patient Contact:** An EMS response that results in an actual patient or patients.

**Public Assist:** EMS is dispatched to a scene for assistance for nonmedical issues.

#### PRINCIPLES:

1. The EMS Record and the Base Hospital Form are:
  - a. Patient care records
  - b. Legal documents
  - c. Quality improvement instruments
  - d. Billing resources (EMS Record only)
  - e. Records of canceled calls, no patient found, public assist involving a person, and person contact/no patient (EMS Record only)
2. Any assessment or treatment provided to, and medical history obtained from, the patient shall be accurately and thoroughly documented on the EMS Record.
3. Any person who alters or modifies the medical record of any person, with fraudulent intent, or who, with fraudulent intent, creates any false medical record, is guilty of a misdemeanor (section 471.5 of the California Penal Code).
4. An EMS Record must be completed for every EMS response if a provider agency is unable to submit a quarterly volume report to the EMS Agency for the following types of calls:
  - a. Canceled calls
  - b. No patient(s) found
  - c. Public assist involving a person
  - d. Person contact/no patient


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REVISED: 04-01-21

SUPERSEDES: 09-01-20

APPROVED: \_\_\_\_\_

  
Director, EMS Agency

  
Medical Director, EMS Agency

## POLICY:

- I. EMS Record Completion – Paramedic/EMT Personnel
  - A. EMS providers shall document prehospital care according to procedures identified in the EMS Documentation Manual.
  - B. Paper-Based EMS Report Form Completion
    - 1. Paramedic/EMT personnel from the first responding agency shall complete one Los Angeles County EMS Agency approved EMS Report Form (one for each patient) for every 9-1-1 patient contact which includes the following:
      - a. Regular runs
      - b. DOA (dead on arrival; patients determined or pronounced dead per Ref. No. 814, Determination/Pronouncement of Death in the Field)
      - c. ALS interfacility transfer patients
  - C. Electronic EMS Patient Care Record (ePCR) Completion
    - 1. Paramedic/EMT personnel may document and submit prehospital care data electronically in lieu of the standard EMS Report Form if their department has received prior authorization from the EMS Agency.
    - 2. Paramedic/EMT personnel shall complete one EMS Agency approved ePCR (one for each patient) for every 9-1-1 patient contact which includes the following:
      - a. Regular runs
      - b. DOA (dead on arrival; patients determined or pronounced dead per Ref. No. 814, Determination/Pronouncement of Death in the Field)
      - c. ALS interfacility transfer patients
  - D. Multiple Providers
    - 1. In the event of an automatic or mutual aid incident when two first responding providers have each completed an EMS Record, or patient care is transferred from one ALS provider agency to another, each provider agency shall document the Original Sequence Number from the other provider's patient care record in the space designated for Second Sequence Number. DO NOT cross out or line through the imprinted Sequence Number if utilizing a paper EMS Report Form.
    - 2. The provider agency transferring patient care must have a mechanism in place to provide immediate transfer of patient information to the transporting agency.
  - E. Multiple Casualty Incidents (MCI)
    - 1. One standard EMS Record must be initiated for each patient transported in an MCI. Provider agencies may use alternate means of documenting MCIs if the EMS Agency is notified prior to implementation and agrees with the proposed process.

2. Documentation should include the following, at minimum:
  - a. Name
  - b. Provider Impression
  - c. Chief Complaint
  - d. Mechanism of Injury, if applicable
  - e. Age and units of age
  - f. Gender
  - g. Brief patient assessment
  - h. Brief description of treatment provided
  - i. Transporting provider (provider code and unit number) and level of service (ALS, BLS or Helicopter)
  - j. Destination
  - k. Receiving facility
3. Non-transported patients should be documented on a standard EMS Record or a patient log.
4. Each provider agency should submit copies of all records and logs pertaining to an MCI of greater than 5 victims to the EMS Agency within 10 business days of the incident. MCI documents should be hand carried or delivered to the EMS Agency in an envelope clearly marked with the incident date and location.

**F. Completion of the EMS Record Prior to Distribution**

1. EMTs and paramedics responsible for documenting prehospital care shall ensure that EMS Records are completed in their entirety prior to dissemination to the receiving facility. In most instances, this means that the record is completed at the scene or upon arrival at the receiving facility.
2. An exception to this is when a first responding agency utilizing paper-based EMS Report Forms is giving the receiving hospital (red) copy to a transporting agency. In the interest of expediting the transfer of care, it is recognized that information such as the unit times may not be documented on the receiving hospital (red) copy of the EMS Report Form.

**G. Field Transfer of Care**

1. When patient care has been transferred from the first responding ALS or BLS provider agency to a BLS provider agency for transport to a receiving facility, the provider agency receiving the patient should **NOT** generate an ePCR with a new Sequence Number (this will result in the same patient being entered into TEMIS with two different sequence numbers).
2. The provider agency that receives the BLS patient for transport to a receiving facility shall complete their agency's ePCR and document the Sequence Number generated by the first responding ALS or BLS provider agency's ePCR on their ePCR or paper-based EMS Report Form.
3. If utilizing a paper-based EMS Report Form, the receiving hospital (red) copy of the EMS Report Form, as well as the PCR from the BLS transport

provider (red copy), must accompany the patient to the receiving facility where it becomes part of the patient's medical record.

4. It is the responsibility of the EMS Provider to ensure that a completed copy of the EMS Record is provided to the receiving facility upon transfer of care.

H. Completion of Advanced Life Support Continuation Form

1. If utilizing a paper-based EMS Report Form, required for each patient on whom advanced airway management is necessary.
2. Paramedics completing this form must ensure that the demographic information (patient name, date, provider code/unit, incident #) and Sequence Number are legibly and accurately transcribed from the EMS Report Form.

II. Base Hospital Form - MICN and/or Physicians

- A. Base hospital personnel (MICNs and physicians) shall document prehospital care according to procedures identified in the Base Hospital Documentation Manual.

B. Base Hospital Form Completion

1. MICNs and/or physicians shall complete one EMS Agency approved Base Hospital Form (one for each patient in which medical direction is given) for every base hospital paramedic radio/telephone contact.
2. MICNs and/or physicians may document base hospital data electronically in lieu of the standard Base Hospital Form if the base hospital has received prior authorization from the EMS Agency.

C. Base Hospital Directed Multiple Casualty Incidents (MCI)

1. EMS Agency-approved MCI Base Hospital Forms may be utilized for incidents involving three or more patients.
2. Physicians and MICNs should limit requested information to **only** that which is essential to determine destination or medical management. Additional information and Sequence Numbers should be obtained after the MCI has cleared.
3. The following should be documented for MCIs involving three or more patients, when base contact is made for online medical control:
  - a. Date
  - b. Time
  - c. Sequence number/Triage tag number
  - d. Provider and unit
  - e. Chief complaint
  - f. Mechanism of injury, if applicable
  - g. Age and units of age
  - h. Gender
  - i. Brief patient assessment, when possible

- j. Brief description of treatment provided, when possible
  - k. Transporting provider, method of transport (ALS, BLS or Helicopter)
  - l. Destination
  - m. Receiving Facility
- 4. Upon request of the EMS Agency the base hospital should submit all records pertaining to an MCI of greater than 5 victims to the EMS Agency within 10 business days.
  - 5. Provider agencies may use alternate means of reporting MCIs. Base Hospitals will be notified by the EMS Agency when alternate reporting methods will be implemented by various provider agencies.
  - 6. MCIs involving **ONLY** BLS patients: BLS patients who are transported to a receiving facility should be documented on one Base Hospital Form in the Comments Section (provided no medical direction is given).
  - 7. MCIs involving ALS **and** BLS Patients:
    - a. One standard Base Hospital Form or one EMS Agency-approved MCI Base Hospital Form must be completed for each ALS patient.
    - b. BLS patients on whom no medical direction has been given do not require a Base Hospital Form. The number and disposition of the BLS patients may be documented on the Base Hospital Form of an ALS patient in the Comments Section.
  - 8. Alternate methods of documenting MCIs may be initiated by base hospitals with the approval of the EMS Agency.

### III. Modification of Patient Care Records

- A. Modifying the Patient Care Record (additions, deletions or changes) after the Patient Care Record has been completed or disseminated:
  - 1. For paper-based EMS Report Forms, make corrections by drawing a single line through the incorrect item or narrative (the writing underneath the single line must remain readable).

Make the changes on the original, noting the date and time the changes were made, with the signature of the individual making the changes adjacent to the correction. Ideally, changes should be made by the individual who initially completed the form. Under no circumstances should changes to either patient assessment or patient treatment documentation be made by an individual who did not participate in the response.
  - 2. An audit trail of changes made to an electronic record will be included on the ePCR.
- B. Making substantive changes (documentation of additional medications, defibrillation attempts, pertinent comments, complaints, etc.) to the EMS Record:

1. Photocopy the paper-based EMS Report Form with the changes and send the copy, along with a cover letter, to all entities that received the original form (EMS Agency, receiving facility). The cover letter should explain the modifications and request that the modified copy be attached to the original copy.
2. Do not re-write the incident on a new paper-based EMS Report Form because this would result in a mismatch in Sequence Number. If the form requiring corrections has been mutilated or soiled and cannot be photocopied, then a new form may be used to re-write the incident provided the Sequence Number of the new form has been replaced with the Sequence Number from the original form.
3. For electronic documentation systems, patient care related corrections are to be made as per provider agency policy. The provider agency shall notify its receiving hospital(s) of the mechanism by which ePCRs are updated and when an ePCR is updated. If the receiving hospital receives a printed copy of the record, a printed copy of the revised record will be provided directly to them.

**CROSS REFERENCES:**Prehospital Care Manual:

Ref. No. 519, **Management of Multiple Casualty Incidents**  
Ref. No. 607, **Electronic Submission of Prehospital Data**  
Ref. No. 608, **Retention and Disposition of Prehospital Patient Care Records**  
Ref. No. 640, **EMS Documentation Manual**  
Ref. No. 644, **Base Hospital Documentation Manual**



## **APPENDIX XII**

### **Reference No. 607 Electronic Submission of Prehospital Data**

DEPARTMENT OF HEALTH SERVICES  
COUNTY OF LOS ANGELES

(EMT, PARAMEDIC, MICN)  
REFERENCE NO. 607

SUBJECT: **ELECTRONIC SUBMISSION OF  
PREHOSPITAL DATA**

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PURPOSE: To establish procedures for the submission of electronic data by prehospital care providers.

AUTHORITY: California Assembly Bill No. 1129  
California Code of Regulations, Title 22, Chapter 4, Sections 100169, 100170  
Health Insurance Portability and Accountability Act (HIPAA), 2009  
Health and Safety Code, Section 130202  
Health Information Technology for Economic and Clinical Health Act (HITECH)

DEFINITION:

**Electronic Data:** Patient Care Records submitted in electronic format (as per LA-EMS Data Dictionary) or field electronic Patient Care Records (ePCRs).

PRINCIPLES:

1. All submission of electronic personal health information (PHI) shall be in compliance with HIPPA regulations.
2. PCRs require redundant back-up and emergency down time procedures.
3. The provider agency will ensure that the electronic data is compliant with the EMS Agency's data system requirement.
4. All public and private advanced life support (ALS), specialty care transport (SCT), and exclusive operating area (EOA) provider agencies shall submit data electronically, which meets the LA-EMS or LA-EOA Data Dictionary requirements, to the EMS Agency.
5. Provider agencies cannot utilize an ePCR until their selected vendor has been approved to submit data electronically to the EMS Agency.

POLICY:

- I. Provider Agency Responsibilities
  - A. Prior to implementation of an Electronic Data System
    1. Electronic Data Submission Plan


Submit a plan, approved by the department's Fire Chief or private provider agency's Chief Executive Officer, to the EMS Agency for approval which includes:

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SUPERSEDES: 04-01-18

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- a. Ability to transmit data to the EMS Agency which meets the LA-EMS or LA-EOA Data Dictionary requirements.
  - b. A successful mechanism to provide immediate transfer of patient information to additional providers, including transporting agency (if necessary).
  - c. System to ensure only one Patient Care Record per patient is created, per provider agency, regardless of the number of units an individual provider responds with.
  - d. Process for confirming that an ePCR has been successfully generated for each patient.
  - e. A successful mechanism for receiving facilities to have the electronic record available upon the patient's transfer of care and any patient care related revisions made after leaving the receiving facility.
  - f. Back-up system available in case of system failure.
  - g. Staff members assigned to act as a liaison between the vendor and the EMS Agency to identify and correct data issues.
2. Notify the EMS Agency's Data Management Division Chief once a vendor has been selected and provide an estimated field implementation date.
  3. Notify all hospitals that provider transports to of the intent to convert to an ePCR system and the tentative start date.

**B. Implementation**

1. Ensure the selected vendor contacts the EMS Agency's Data System Management Division Chief to discuss the data format, transmission procedures and obtain sequence number format.
2. Maintain a staff member to act as liaison between the vendor and the EMS Agency to identify and correct data issues.
3. Submit validated test files, meeting the LA-EMS Data Dictionary and Extensible Markup Language (XML) Schema Definition (XSD) standard, and the corresponding copies of the ePCRs in PDF format, that accurately reflect the documentation in the electronic record upon import.

**C. Ongoing**

1. Transmit validated data to the EMS Agency for import into the Trauma Emergency Medicine Information System (TEMIS) database within 30 days of the last day of the preceding month. Files with validation errors will be rejected and must be corrected and re-transmitted prior to import.

2. Address and correct data related issues as they arise.
3. Implement annual data field and export program changes within three months of publication.

II. EMS Agency Responsibilities

- A. Review and approve the electronic data submission plan.
- B. Liaison with the provider agency and receiving hospital(s) to establish a mutually agreed upon method by which the receiving hospital(s) will obtain the ePCR.
- C. Meet with the provider agency and vendor to review electronic data submission plan and provide the Sequence Number formatting, LA-EMS Data Dictionary, LA- EMS XSD, LA-EMS XSD validator and LA-EMS sample XML.
- D. Review validated test files, and the corresponding copies of the ePCR in PDF format, for completeness and accuracy and provide a report to the provider agency and vendor with noted deficiencies.
- E. Ongoing
  1. Monitor incoming data and notify the provider as issues arise and follow up with provider as needed to ensure data issues are addressed and resolved.
  2. Present data field changes annually to the Provider Agency Advisory Committee.

CROSS REFERENCE:

Prehospital Care Manual:

Ref. No. 602, **Confidentiality of Patient Information**  
Ref. No. 606, **Documentation of Prehospital Care**  
Ref. No. 608, **Retention and Disposition of Prehospital Patient Care Records**  
Ref. No. 702, **Controlled Drugs Carried on ALS Units**

LA-EMS Data Dictionary  
LA-EMS Extensible Markup Language (XML) Schema Definition (XSD) LA-EMS XSD Validator  
LA-EMS Sample XML  
LA-EOA Data Dictionary

## **APPENDIX XIII**

### **Reference No. 608 Retention and Disposition of Prehospital Patient Care Records**

DEPARTMENT OF HEALTH SERVICES  
COUNTY OF LOS ANGELES

SUBJECT: **RETENTION AND DISPOSITION OF** (EMT, PARAMEDIC, MICN)  
**PREHOSPITAL PATIENT CARE RECORDS** REFERENCE NO. 608

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PURPOSE: To outline the appropriate procedure for retention and disposition of Prehospital Patient Care Records which includes but is not limited to the following formats: electronic patient care record (ePCR), EMS Report form, Base Hospital Form, Multiple Casualty Incident (MCI) Base Hospital Form, Base Hospital Form Page 2, Advanced Life Support (ALS) Continuation Form, Triage Tags, base hospital radio contact logs, base hospital medical control audio recordings, and private provider agency patient care records.

AUTHORITY: California Code of Regulations, Title 22, Sections 100128, 100170  
California Welfare and Institutions Code Section 14124.1  
California Health and Safety Code section 1797.98(e)  
Health Insurance Portability and Accountability Act of 1996

PRINCIPLES:

1. Prehospital patient care records contain patient information which is protected under the Health Insurance Portability and Accountability Act (HIPAA) and shall be maintained in accordance with HIPAA regulations.
2. Prehospital care providers and base hospitals have an obligation to ensure the security of confidential patient information.
3. Personnel responsible for all aspects of prehospital patient care record maintenance (including data entry personnel) shall receive appropriate training related to patient care record confidentiality.
4. Prehospital patient care records shall be maintained in a secure location with access limited to authorized personnel.
5. Provider agencies and base hospitals are responsible for maintaining the original copy of prehospital patient care records.
6. Original patient care records of all patients shall be retained for a minimum of seven years. Original patient care records of minors shall be kept for at least one year after such minors have reached the age of 18, but in no event less than seven years following the provision of service.
7. Records shall be accessible for audit review by EMS Agency personnel.
8. All records related to either suspected or pending litigation shall be retained indefinitely.

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POLICY:

- I. Provider Agency Prehospital Patient Care Records:
  - A. ePCR, EMS Report Form, and ALS Continuation Forms are utilized as applicable for all 9-1-1 patients (ALS and BLS) and for private provider transports where base contact is made for medical control and are distributed as follows:
    1. White (Original) - Retained by the EMS Provider Agency that initiates the form.
    2. Red (Receiving Hospital) - Left with the receiving facility for transported patients. This copy becomes part of the patient's medical record at the receiving facility. If the patient is not transported, disposition is at the discretion of the EMS Provider Agency that initiates the form.
    3. Yellow (EMS Agency) - Sent to the EMS Agency within 30 days of the last day of the preceding month. The EMS Agency shall retain until the data has been entered into the Trauma Emergency Medical Information System (TEMIS) database.
  - B. Private provider agency-specific, non-9-1-1 prehospital patient care records are completed for all patients and are distributed as follows:
    1. Original copy - Retained by the private provider agency that initiates the form.
    2. Duplicate copy – Left with the receiving facility for patients transported to a healthcare facility. This copy becomes part of the patient's medical record at the receiving facility. If patient is not transported to a healthcare facility, disposition is at the discretion of the private provider agency that initiates the form.
  - C. Triage Tags - In the event of a multiple casualty incident where triage tags are utilized, the original triage tag will remain with the patient, if transported, the triage tag should become part of the patient's medical record at the receiving facility. If the patient is not transported, the triage tag is to be retained as the original patient care record.
- II. Base Hospital Records: Base Hospital Form, MCI Base Hospital Form, and Base Hospital Form Page 2 are utilized, as applicable, for all patients requiring base hospital contact and are distributed as follows:
  - A. White (Original) - Retained by the Base Hospital that initiates the form.
  - B. Red (Complimentary) - Used at the discretion of the Base Hospital.
  - C. Black (Complimentary) - Used at the discretion of the Base Hospital.
- III. Maintenance of Prehospital Care Patient Records

- A. Prehospital patient care records shall be delivered to the EMS Agency in a manner that ensures form security and patient confidentiality.
  - B. Prehospital patient care records in paper format, may be stored electronically upon written approval by the EMS Agency.
- IV. Destruction of Prehospital Care Patient Records
- A. Prehospital patient care records that are eligible for destruction shall be disposed of in accordance with all applicable laws.
  - B. Complimentary and supplemental copies of prehospital patient care records shall be disposed of in accordance with all applicable laws.

CROSS REFERENCES:

Prehospital Care Policy Manual:

Ref. No. 602, **Confidentiality of Patient Information**

Ref. No. 606, **Documentation of Prehospital Care**

Ref. No. 607, **Electronic Submission of Prehospital Data**

Ref. No. 702, **Controlled Drugs Carried on ALS Units**



## **APPENDIX XIV**

### **Reference No. 620 EMS Quality Improvement**

SUBJECT: **EMS QUALITY IMPROVEMENT PROGRAM**

REFERENCE NO. 620

**PURPOSE:** To establish a process for the Los Angeles County Emergency Medical Services (EMS) Agency and system participants to evaluate the EMS system to ensure safety and continued improvement in prehospital patient care delivery.

**AUTHORITY:** California Code of Regulations, Title 22, Chapter 12  
Health and Safety Code Division 2.5  
California Evidence Code, Section 1157.7  
California Civil Code Part 2.6, Section 56

**DEFINITIONS:**

**Adverse Event:** A preventable or non-preventable unintended event that results or has the potential to result in harm to the patient.

**Indicator:** A well-defined, objective, measurable, and important aspect of care. Other terms for indicators include: key performance indicator, metric and quality indicator or measure.

**Important Aspects of Care:** Patient care activities that are of greatest significance to the quality of patient care. These include activities that are high in volume, high risk, and/or problem prone for patients and/or healthcare providers.

**Near Miss Event:** An incident or unsafe condition with the potential for injury, damage or harm that is resolved before reaching the patient. Also referred to as a "close call" or "good catch".

**Periodic Review:** A re-evaluation of a discontinued indicator within a predetermined time frame after achievement of threshold to ensure ongoing compliance.

**Quality Improvement (QI):** The continuous and systematic analysis of performance in an effort to improve it.

**System Participant:** For the purposes of this policy, a system participant is any prehospital care agency or entity required by law, regulation, agreement, or policy to develop and maintain a QI program consistent with state and local requirements.

**Threshold:** A pre-established level of performance related to a specific indicator.

**PRINCIPLES:**

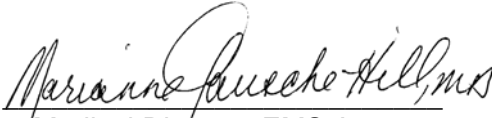
1. An EMS QI program is an essential component of an effective EMS system capable of providing quality patient care and achieving system performance goals.
2. Key components of an EMS QI program include:
  - a. Personnel
  - b. Equipment and Supplies

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Medical Director, EMS Agency

- c. Documentation
  - d. Data Collection and Analysis
  - e. Clinical Care/Patient Outcome
  - f. Skills Maintenance/Competency
  - g. Transportation/Facilities
  - h. Risk Management
  - i. Public Education/Prevention
- 3. EMS organizations become valuable stakeholders in the State QI program by participating in the local EMS Agency QI program.
  - 4. Data sampling may be utilized to measure an indicator or monitor performance. However, to obtain meaningful data that are representative of the study population, factors such as the population affected, the frequency of the activity, and the severity of consequence when thresholds are not met, must all be considered when determining the size and population of data samples.

**POLICY:****I. EMS Agency Responsibilities:**

- A. Implement a state-approved EMS QI plan consistent with all regulatory requirements.
- B. Review QI programs and approve QI plans of local EMS system participants.
- C. Maintain a systemwide QI program.

**II. System Participant Responsibilities:**

- A. Implement and maintain a QI program approved by the EMS Agency that reflects the organization's current QI process(es).
- B. Demonstrate how EMS QI is integrated within the organization.
- C. Designate a representative to attend the relevant EMS Agency QI Committee meeting(s).
- D. Participate in systemwide QI studies, to include timely submission of requested data to the EMS Agency.
- E. Provide education, training, or other methods utilized to disseminate information specific to findings identified in the QI process.
- F. Establish and maintain relationships with stakeholders and, as needed, convene meetings to facilitate the QI process.
- G. Review the QI plan annually and update as needed. If there are no revisions, a signed copy of the QI plan signature page (signed by the Medical Director) or written statement to that effect, along with a copy of the current QI indicators, may be submitted in lieu of the entire plan.

- H. Describe method(s) utilized to ensure accurate and reliable documentation of patient care delivered.

III. Other Specified Specialty Care Center Responsibilities:

- A. Participate in the EMS Systemwide QI Program
- B. Collect and submit requested data to the EMS Agency.

IV. QI Plan Requirements:

Each QI plan shall include a description, at a minimum, of the following components:

A. Organizational Structure

- 1. Mission statement and/or philosophy of the organization.
- 2. Goals and objectives.
- 3. Organizational chart or narrative description of how the QI program is integrated within the organization's EMS Agency QI Program, and State EMS QI Program.
- 4. Organizational chart or narrative description of how the organization's QI program is integrated with local and State QI programs

B. Methodology, processes and tools used to facilitate the QI Process (i.e., FOCUS-PDSA)

- F Find a process to improve
- O Organize an effort to work on improvement
- C Clarify current knowledge of the process
- U Understand process variation and capability
- S Select a strategy for further improvement
  
- P Plan a change or test aimed at improvement
- D Do – carry out the change or the test
- S Study the results, what was learned, what went wrong
- A Act – adopt the change, or abandon it, or run through the cycle again

C. Approach to identifying and evaluating QI indicators

D. Data Collection and Reporting

- 1. All reliable sources of information utilized in the QI plan; including EMS databases, patient care records, checklists, customer input, direct observations, and skills simulation.
- 2. Flow of information.
- 3. Methods used to document QI findings.

- 4. Process used to submit data to the EMS Agency.
- E. Training or educational methods that will be used to communicate relevant information among stakeholders.

V. QI Program Requirements:

Each QI Program shall include, at minimum, the following:

- A. An approved QI Plan
- B. Develop QI indicators that relate to important aspects of care, to include the following:
  - 1. Well-defined description of the important aspect of care being measured.
  - 2. Threshold for compliance.
  - 3. Timeline for tracking indicator once the threshold has been achieved.
  - 4. Data source.
- C. Methods for tracking compliance and identifying trends.
- D. Written analysis that summarizes the QI findings.
- E. Corrective actions utilized to improve processes.
- F. Written trending report that includes effectiveness of performance improvement action plans.
- G. Education and training specific to findings identified in the QI process.
- H. Methods utilized for dissemination of the QI findings to stakeholders.
- I. Recognition and acknowledgment of performance improvement.
- J. Periodic review or a re-evaluation of a discontinued indicator within a predetermined time frame after achievement of threshold to ensure ongoing compliance.
- K. Methods for identifying, tracking, documenting and addressing near miss events.
- L. Record Keeping
  - 1. All QI records shall be maintained in accordance with Health Insurance Portability and Accountability Act (HIPAA) regulations.
  - 2. The following records shall be maintained and available for review until the EMS Agency Program Review is concluded:
    - a. QI meeting minutes and attendance rosters/sign-in sheets.

- b. Attendance rosters/sign-in sheets for activities where QI findings and/or actions are discussed.
- c. QI indicator(s) data collection tools.
- d. Written summaries of the trending/analysis.
- e. Documentation of dissemination of QI findings within the organization and to stakeholders.
- f. Dates and times of continuing education and skill training based on QI findings.
- g. Dates and times of remedial education or skills training, when provided.
- h. A tracking tool for monitoring performance excellence, adverse events, near misses or issues regarding non-compliance with current policies and procedures outside of QI activities.

**CROSS REFERENCES:**

Prehospital Care Manual:

Ref. No. 602, **Confidentiality of Patient Information**

Ref. No. 618, **EMS Quality Improvement Program Committees**

California EMS Authority, Quality Improvement Program Model Guidelines, 2005

Los Angeles County EMS Agency Quality Improvement Plan

## **APPENDIX XV**

### **Reference No. 1209 Treatment Protocol: Behavioral/Psychiatric Crisis**

1. Perform initial assessment of scene and patient situation for safety
2. Attain law enforcement (LE) assistance prior to approaching a patient if a weapon is visualized or the patient threatens violence or for potential assistance with application of an involuntary psychiatric hold ❶ ❷
3. Approach patient with caution, assess for agitation and treat accordingly including use of verbal de-escalation as needed (*MCG 1307, Care of the Psychiatric Patient with Agitation*) ❸
4. Assess airway and initiate basic and/or advanced airway maneuvers prn
5. Administer Oxygen prn (*MCG 1302*)
6. Assess for agitated delirium; treat per *TP 1208, Agitated Delirium*
7. Evaluate for medical conditions, including those that may present with psychiatric features ❹
8. If ongoing agitation and the patient is cooperative:  
**Olanzapine 10mg Oral Disintegrating Tablet (ODT); given once** (*MCG 1317.32*) ❺ ❻

If ongoing agitation with safety risk to patient or EMS personnel **CONTACT BASE** for orders for treatment of agitation:

**Midazolam 5mg (1mL) IM/IN/IV**, repeat every 5 min prn

With Base orders may repeat as above up to a maximum total dose of 20mg ❻ ❼

9. Evaluate for physical trauma; if present treat in conjunction with *TP 1244, Traumatic Injury*
10. Establish vascular access prn (*MCG 1375*)  
  
Check blood glucose prn ❸  
If glucose < 60 mg/dL or > 400 mg/dL treat in conjunction with *TP 1203, Diabetic Emergencies*
11. Initiate cardiac monitoring prn (*MCG 1308*)  
Assess for dysrhythmia or interval widening  
**CONTACT BASE** for QRS > 0.12 sec or heart rate < 50 to discuss need to administer **Sodium Bicarbonate 50mEq (50mL) IV** ❾
12. Evaluate for possible suicide attempt ❿  
For potential overdose, obtain patient and bystanders information about ingestions and treat in conjunction with *TP 1241, Overdose/Poisoning/Ingestion*
13. Evaluate for acute mental health and/or substance abuse crises  
Obtain relevant clinical history regarding patient's current psychiatric diagnoses, psychiatric and other medications, and any recent alcohol or recreational drug ingestions  
Obtain and document relevant third party or collateral data ⓫

14. Patients who respond to verbal de-escalation or are treated only with olanzapine for agitation,



and are now cooperative, and who meet criteria in *Ref. No. 526, Behavioral/Psychiatric Crisis Patient Destination* and *Ref. 526.1 Medical Clearance Criteria Screening Tool for Psychiatric Urgent Care Center*, may be transported by Basic Life Support (BLS) or law enforcement (LE) to the MAR or to a Psychiatric Urgent Care Center.

15. Patients, evaluated by EMS personnel not yet approved for alternate destination transport, who receive olanzapine for agitation and are otherwise stable, and do not have an emergency medical condition, may be transported by BLS or law enforcement to the MAR only.

**SPECIAL CONSIDERATIONS**

- ❶ Scene safety includes the assessment for the presence of firearms or weapons, including observations and direct inquiry with the patient and any available/relevant third parties (e.g., family, caregivers, or witnesses). If a weapon is found on the scene, EMS personnel should notify all members on the scene, and contact law enforcement (LE) immediately.
- ❷ Psychiatric, including mental health and substance abuse, emergencies are medical emergencies, and as such are best treated by EMS personnel. Those patients with psychiatric emergencies presenting with agitation, violence, threats of harm to self or others, or criminal activity are best managed by an EMS and LE co-response.
- ❸ Always attempt verbal de-escalation first and avoid applying restraints to patients who do not present a threat to self or EMS personnel (*Ref. No. 838, Application of Patient Restraints*)
- ❹ Many medical causes of psychiatric symptoms exist:
  - Agitation (*see MCG 1307*)
    - Acute pain
    - Head trauma
    - Infection
    - Encephalitis or Encephalopathy
    - Exposure to environmental toxins
    - Metabolic derangement
    - Hypoxia
    - Thyroid disease or other hormone irregularity
    - Neurological disease
    - Toxic levels of medications
    - Alcohol or recreational drugs: intoxication or withdrawal
    - Exacerbation of a primary psychiatric illness
    - Autism Spectrum Disorder
  - Psychosis
    - Delirium
    - Chronic neurological disease (dementia, seizures, parkinsonism, brain tumor)
    - Steroid use, other medication reactions
    - Alcohol or recreational drugs: intoxication or withdrawal
  - Mania
    - Delirium
    - Thyrotoxicosis
    - Alcohol or recreational drugs: intoxication or withdrawal
  - Anxiety
    - Respiratory disease
    - Cardiac disease
    - Thyroid disease
    - Toxic levels of medications
    - Alcohol or recreational drugs: intoxication or withdrawal
  - Depression
    - Reaction to medication
    - Chronic disease or chronic pain

Hormonal variations  
Subclinical / clinical hypothyroidism  
Alcohol or recreational drugs: intoxication or withdrawal

- 5 Olanzapine onset is 10-15 minutes with maximum effect at 45-60 minutes
- 6 Medications used for pharmacologic management of agitation may cause respiratory depression, and every individual who receives pharmacologic management should be continuously monitored and transported for additional clinical assessment and treatment.
- 7 Midazolam onset is 2 minutes with maximum effect at 5 minutes. The IM or IN route is preferred unless an IV has been previously established.
- 8 Agitation may be present after a seizure, or in the setting of hypo/hyperglycemia. Consider checking glucose early if the patient is a known diabetic or demonstrates clinical evidence of hypoglycemia, but only if safe to do so.
- 9 Several drugs that may cause agitation and present similarly to a psychiatric crisis may also cause life threatening cardiac arrhythmias after intentional or accidental overdose. These arrhythmias are often preceded by prolonged QRS intervals ( $> 0.12$  sec) or bradycardia. Cocaine intoxication is strongly associated with Agitated Delirium and may also produce cardiac effects similar to Tricyclic antidepressant (TCA) overdose (widened QRS progressing to malignant arrhythmia). These patients may require a large dose of sodium bicarbonate to prevent sudden cardiac death. Consult Base Physician immediately to discuss administration of Sodium Bicarbonate; may repeat x1 if QRS remains  $> 0.12$  sec after initial sodium bicarbonate. Treat in conjunction with [TP 1241, Overdose / Poisoning / Ingestion](#)
- 10 It is important to assess for any evidence of suicide attempt. If there is concern for overdose, ask the patient or bystanders to provide information on agents used (specifically what, when, and how much). Collect and transport any medication vials, or additional pills). This will assist in determining necessary antidote treatment and monitoring at the hospital. This information is often lost, if not obtained immediately on scene.
- 11 Patients with acute mental health or substance abuse crises may not be capable or willing to provide reliable information; therefore, it is important to obtain third party collateral information about the patient's condition (e.g., from family, caregivers, witnesses), including names and contact information for persons knowledgeable about the patient's illness, treatment and medications.

## **APPENDIX XVI**

### **Reference No. 1241 Treatment Protocol: Overdose/Poisoning/Ingestion**

1. Assess airway and initiate basic and/or advanced airway maneuvers prn ([MCG 1302](#))
2. Administer **Oxygen** prn ([MCG 1302](#))
3. Establish vascular access prn ([MCG 1375](#)) ①
4. For suspected opioid overdose with altered mental status and hypoventilation/apnea:  
**Naloxone 2-4 mg IN** (1mg per nostril or 4mg/0.1 mL IN if formulation available) or  
**Naloxone 2mg IM** or  
**Naloxone 0.8-2mg IV push**, maximum dose all routes 8 mg  
Titrate to adequate respiratory rate and tidal volume ①
5. For patients whose medical condition improves after naloxone and who demonstrate decision-making capacity, offer "Leave Behind Naloxone" ([MCG 1337](#))
6. If partial response to Naloxone and strong suspicion for opioid overdose:  
**CONTACT BASE** for additional doses of **Naloxone**
7. If available, consider capnography to monitor ventilations ([MCG 1305](#)) ②
8. For respiratory distress, treat in conjunction with [TP 1237, Respiratory Distress](#)
9. Initiate cardiac monitoring prn ([MCG 1308](#))  
For suspected cardiac ischemia, treat in conjunction with [TP 1211, Cardiac Chest Pain](#)  
For patients with dysrhythmias, treat in conjunction with [TP 1212, Cardiac Dysrhythmia - Bradycardia](#) or [TP 1213, Cardiac Dysrhythmia - Tachycardia](#)
10. Evaluate for other causes of altered level of consciousness ([MCG 1320](#))
11. Assess for signs of trauma  
If traumatic injury suspected, treat in conjunction with [TP 1244, Traumatic Injury](#)
12. Check blood glucose  
If < 60mg/dL or > 200mg/dL, treat in conjunction with [TP 1203, Diabetic Emergencies](#)
13. For alcohol intoxication, document Provider Impression – *Alcohol Intoxication*  
For other intoxications, including overdose or ill effects of prescription medications and illicit substances, document Provider Impression – *Overdose/Poisoning/Ingestion*
14. For poor perfusion:  
**Normal Saline 1L IV rapid infusion**  
Reassess after each 250 mL increment for evidence of volume overload (pulmonary edema); stop infusion if pulmonary edema develops  
  
For persistent poor perfusion, treat in conjunction with [TP 1207, Shock/Hypotension](#)
15. **CONTACT BASE** to discuss antidote administration

**Treatment Protocol: OVERDOSE / POISONING / INGESTION**

**Ref. No. 1241**

Calcium channel blocker overdose: **Calcium chloride 1g (10mL) IV push over 60 seconds** ③  
Tricyclic overdose: **Sodium bicarbonate 50mEq (50mL) IV push over 60 seconds** ④

16. Assess for co-ingestion of other substances
17. Consider contacting the Poison Control Center (1-800-222-1222) in conjunction with Base for assistance with identification and management of unknown medications/toxins ([Ref. 805](#))
18. Bring containers of ingested substances to the Emergency Department with patient
19. If patient refuses recommended treatment or transport, **CONTACT BASE**  
Patient must demonstrate decision making capacity ([Ref. 834](#))  
If EMS personnel or Base Hospital determines it is necessary to transport the patient against their will, contact law enforcement for assistance

**SPECIAL CONSIDERATIONS**

- ❶ The first priority for apneic patients after narcotic overdose is to begin positive pressure ventilation. Once ventilations are established, naloxone should be administered with the goal of restoring spontaneous ventilations. Vascular access should not take priority over initial treatment with Naloxone (IN or IM) for patients with suspected opiate overdose. Patients who are awake and alert with normal respirations after naloxone therapy may not require IV access or additional doses of naloxone.
- ❷ Persistently high or increasing end-tidal CO<sub>2</sub> (EtCO<sub>2</sub>) readings above normal with low respiratory rate indicate respiratory failure (bradypneic hypoventilation); whereas low EtCO<sub>2</sub> readings with a low respiratory rate may also represent respiratory failure due to low tidal volumes (hypopneic hypoventilation); consider the need for assisted ventilation in these cases.
- ❸ Signs of calcium channel overdose include bradycardia along with hypotension and hyperglycemia. Consider when the patient is taking or has access to a calcium channel blocker medication. Ask about potential exposures including medications in the home.
- ❹ ECG findings consistent with tricyclic overdose include wide QRS (>0.12mm) and terminal R in aVR. Consider when the patient is taking or has access to a tricyclic medication. Ask about potential exposures including medications in the home.

## **APPENDIX XVII**

### **Reference No. 1307.2 Medical Control Guideline: Verbal De-Escalation (ERASER Mnemonic)**



**Medical Control Guideline: VERBAL DE-ESCALATION (ERASER MNEMONIC)**

**Ref. No. 1307.2**

<b>E</b>	<b>Eyeball the patient</b>	Evaluate the patient from a safe distance. Survey the scene and ask about weapons or other features that make the scene unsafe. Decide if Law Enforcement (LE) is necessary (if in doubt err on the side of caution). Are there signs that the patient will not respond to verbal de-escalation?
<b>R</b>	<b>Respect the Patient's Space</b>	Patients may escalate when there is intrusion into the personal space. EMS personnel should maintain a respectful distance while being aware of escape routes should the patient become violent.
<b>A</b>	<b>A single member of EMS personnel does the talking and builds rapport</b>	Establishing rapport is critical. With multiple EMS personnel on the scene, a single individual should be charged with talking to the patient. The EMS personnel charged with this task must remain neutral, and not become "emotionally involved" in the patient (such as becoming angry, irritated, or frightened of the patient). <ul style="list-style-type: none"> <li>• State your name and position, offer your help.</li> <li>• Be genuine and honest.</li> <li>• Use a calm, reassuring, and helpful voice, and a neutral expression. Be concise in your questions, statements, or instructions.</li> <li>• Give the patient time to respond.</li> </ul>
<b>S</b>	<b>Sensible Listening</b>	Often patients want to be heard, and people who are upset or confused generally want a way to resolve the issue. Help them find a "way out" if it is reasonable. Try to understand what the patient wants. Show a willingness to calmly listen to the patient, without necessarily reacting to demands. This step can result in re-escalation of agitation if EMS personnel becomes emotionally reactive, angry, frightened, or frustrated. Other EMS personnel may need to step in and continue if this happens.
<b>E</b>	<b>Establish expectations and set boundaries</b>	Boundaries should be set with the patient about behavior that will not be tolerated, consequences of actions, and what the patient is likely to expect. It is important to be clear but avoid using language that can sound intimidating or threatening. <ul style="list-style-type: none"> <li>• For example, "You may not threaten people, it is our job to make sure everyone stays safe." "We need to make sure that you are ok, can we check your vitals and ask you some questions." "Unfortunately, we are worried that you cannot make informed medical decisions because you are intoxicated. We are going to take you to the hospital so you can be treated for your injuries."</li> <li>• Give specific instructions such as "can you please sit down so we can talk", "can you put down your bag". Avoid generic directives like "calm down" or "relax".</li> <li>• Provide a clear warning to the patient about the need to ensure the safety of both the patient and EMS personnel and public. Warn that restraint, or medications will be given as necessary, but as a last resort.</li> </ul>
<b>R</b>	<b>Reasonable choices are given to the patient</b>	By retaining some degree of control, many patients will comply with direction if given reasonable choices. For example, EMS personnel could say, "would you like to walk over to the ambulance and sit on the bed inside, or do you prefer we bring the bed over here for you to sit on?"

## **APPENDIX XVIII**

**Reference No. 1317.32 Medical Control Guideline: Drug Reference –  
Olanzapine**

**Classification**

Atypical anti-psychotic

**Prehospital Indications**

Agitation in a cooperative patient (able to self-administer medication)

**Other Common Indications**

None

**Adult Dose**

**10 mg ODT given ONCE**

**Pediatric Dose**

**10mg ODT given ONCE** for pediatric patients longer than the length-based resuscitation tape

**Mechanism of Action**

2<sup>nd</sup> generation anti-psychotic. Antagonizes serotonin 5-HT, dopamine, histamine and alpha-1 receptors. The precise mechanism is unknown but thought to be mediated through serotonin 5-HT and dopamine receptor sites.

**Pharmacokinetics**

Onset is 10-15 min; duration is hours

**Contraindications**

Pregnancy  
Dementia related psychosis  
Patients  $\leq 14$  years AND on the length-based resuscitation tape  
Ondansetron co-administration (QT prolongation)

**Interactions**

CNS Depressant (enhances sedative effect)  
Blood pressure lowering agents (enhances hypotensive effect)  
QT prolonging drugs (additive prolongation of QT may produce torsade de pointes/polymorphic ventricular tachycardia)

**Adverse Effects**

Dry mouth  
Dystonic reaction  
Drowsiness  
GI upset  
Headache  
Orthostatic hypotension  
Sedation

**Prehospital Considerations**

- Caution use in patients  $>70$  years of age.
- May cause prolonged QT interval. Caution in patients with known prolonged QT syndrome or recent/simultaneous use of other QT-prolonging drugs.
- Should not be administered in patients known to be pregnant, regardless of gestational age.
- Patients with known schizophrenia or bipolar disorder that are symptomatic (i.e., hearing voices, paranoid thoughts) may benefit most for symptom management. May be administered safely for undifferentiated agitation.
- Monitor airway and sedation if concomitant CNS depressant use is suspected as depressant effects may be enhanced.

- Look Alike; Sound Alike medications are defined as those medications when written or verbally pronounced have the potential to lead to a medication error by mimicking the appearance or sound of another medication. The drug names Olanzapine and Ondansetron are similar enough to cause confusion. A second check of drug names should be performed before administration.

## **APPENDIX XIX**

### **Reference No. 1380 Medical Control Guideline: Vital Signs**

## Medical Control Guideline: VITAL SIGNS

### PRINCIPLE:

1. Vital signs are a key component of the patient assessment utilized in determining the patient's physiological status, and the treatment options that best meet their needs.

### GUIDELINES:

1. Normal Vital Signs
  - a. Adult
    - i. SBP 90-139 mmHg
    - ii. DBP <90 mmHg
    - iii. HR 60-100 bpm
    - iv. RR 12-20 bpm
    - v. Oxygen saturation (O<sub>2</sub> sat) ≥ 94% (if patient on home O<sub>2</sub>, measured on O<sub>2</sub> at usual flow rate)
    - vi. Temperature 36-37.9°C (97-100.3°F)
  - b. Pediatric as per [MCG 1309](#); O<sub>2</sub> sat as defined in 1.a.v. and temperature as defined in 1.a.vi.
  - c. Circumstances should also be considered when assessing for and determining cause for concern regarding abnormal vital signs
2. Obtain and document the following vital signs on all patients:
  - a. Blood pressure (for patients < 3 years, document capillary refill instead)
  - b. Pulse
  - c. Respiratory rate and tidal volume
    - Adults – count respirations for 15 seconds and multiply by 4
    - Pediatrics – count respirations for 30 seconds and multiply by 2
  - d. Oxygen saturation
  - e. Temperature (excluding traumatic injury/arrest)
  - f. Level of consciousness
  - g. Pain level using appropriate pain scale
  - h. End-tidal CO<sub>2</sub> level for any patient receiving positive pressure ventilation
  - i. Skin signs
3. Document additional vital signs if measured:
  - a. Carbon monoxide level
4. For temperature, a single measurement is adequate.
5. For all other vital signs, repeat and document vital signs:
  - a. On any patient whose initial vital signs were not within normal limits
  - b. When patient's clinical condition changes
  - c. After any treatment
  - d. After administration of medications
  - e. Upon transfer of care
6. The paramedic should report the initial vital signs, the most recent vital signs if different, and any intervening treatments to the Base Hospital and to the Receiving Hospital personnel critical information that is needed for the receiving hospital to prepare for the patient.

## **APPENDIX XX**

### **Psychiatric Urgent Care Center Agreement**

## GENERAL INSTRUCTIONS FOR PREPARING AN AGREEMENT WHEN THERE WAS NO SOLICITATION

This document was prepared as a model to use when preparing an Agreement where a solicitation was *not* required. The major differences between this document and the RFP – Appendix A – Non Prop A Sample Agreement are:

- No sample language regarding IT projects is included.
- Exhibits to the Agreement do not include any IT forms.
- Exhibits 1 through 8 are forms that need to be completed and signed at time of contract execution. The forms have been modified to say 'Contractor' instead of 'Proposer'. These forms do not become part of the contract.

Throughout the document are instructions/comments to the Analyst that are **bolded** and in *italic*. These areas represent decision points the Analyst will need to address. Remove all instructions and fill in dates, names and addresses as necessary in the draft document.

Although the Sample Agreement includes "widows and orphans" because of page breaks, the final Agreement should have appropriate page breaks to avoid them.

### Standard Terms and Conditions

If it is determined that a particular Paragraph listed in the Standard Terms and Conditions does not apply to the services being requested, next to the number of the Paragraph, type in 'intentionally omitted'. The title of the Paragraph will be omitted.

Paragraphs with the notation (optional language) that are not applicable to the Agreement should be deleted from the document with no reference made to it in the Table of Contents or the Agreement.

### Unique Terms and Conditions

Only applicable Paragraphs should be included in the Table of Contents and in the Agreement. No reference should be made to the Paragraphs not included.

### Unique Exhibits

Only applicable exhibits should be included in the Table of Contents and in the Agreement. No reference should be made to Exhibits not included.

When preparing the Sample Agreement, refer to the document titled 'Changes to the DHS No Solicitation' to see the latest changes made to the document.



**DEPARTMENT OF HEALTH SERVICES  
SAMPLE AGREEMENT**



**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**STAR BEHAVIORAL HEALTH URGENT CARE CENTER –  
LONG BEACH**

**FOR**

**PSYCHIATRIC URGENT CARE CENTER SERVICES**

***DRAFT***

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- A STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
- B INTENTIONALLY OMITTED
- C INTENTIONALLY OMITTED
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF AGREEMENT EXECUTION
- H INTENTIONALLY OMITTED
- I SAFELY SURRENDERED BABY LAW

### **UNIQUE EXHIBITS**

***~~Include Exhibit J only if the Contractor is considered a Business Associate.~~***

- ~~J BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)~~
- ~~K MEDICAL HEALTH SCREENING *(if referenced in Sub-paragraph 7.7 — Medical  
Health Screening)*~~
- ~~L CHARITABLE CONTRIBUTIONS CERTIFICATION~~

**AGREEMENT BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**STAR BEHAVIORAL HEALTH URGENT CARE CENTER –**  
**LONG BEACH**  
**FOR**  
**PSYCHIATRIC URGENT CARE CENTER SERVICES**

This Agreement, including Exhibits, is made and entered into this 1<sup>st</sup> day of July, 2023 by and between the County of Los Angeles, hereinafter referred to as “County” and Star Behavioral Urgent Care Center – Long Beach, hereinafter referred to as “Contractor”. Star Behavioral Urgent Care Center is located at 3210 Long Beach Blvd., Long Beach, CA, 90807.

**RECITALS**

WHEREAS, the County may contract with a licensed mental health facility ~~private businesses~~ for Mental Health Services when certain requirements are met; and

WHEREAS, the Contractor is a licensed mental health facility specializing in providing Mental Health Services; and

**~~Indicate the authority for executing the Agreement~~**

**~~Non Prop A authorization:~~**

~~\_\_\_\_\_ WHEREAS, this Agreement is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for \_\_\_\_\_ (services indicated in the WHEREAS must be listed in the Code Section cited) Services; and~~

**~~(The following WHEREAS is optional. This sets up a standard of care for the contractor and is recommended for all professional type services but is useful in all service contracts.)~~**

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; and

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

***When deleting standard Exhibits, it may be easier to state 'Intentionally Omitted' by an exhibit instead of re-lettering them.***

Exhibits A, B, C, D, E, F, G, H, I, J, K and L are attached to and form a part of this 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 Agreement and the Exhibits, or among Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule – Intentionally Omitted
- 1.3 EXHIBIT C - Contractor's Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Agreement Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

***~~Include Exhibit J only if the Contractor is considered a Business Associate.~~***

~~1.10 EXHIBIT J - Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)~~

***~~Exhibit K – Medical Health Screening is included if this document is required as indicated in Sub-paragraph 7.7 – Medical Health Screening~~***

~~1.11 EXHIBIT K – Medical Health Screening~~

***~~Exhibit L – Charitable Contributions Certification is required for all Social Services Department. Additionally, if the services being solicited historically receive responses from Nonprofit Agencies, this certification should also be included.~~***

~~1.12 EXHIBIT L – Charitable Contributions Certification~~

This Agreement, including the Exhibits hereto, constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

## 2.0 DEFINITIONS

### ~~Definitions should be customized for each Agreement~~

~~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 Agreement unless otherwise apparent from the context in which they are used.~~

**2.1 Agreement:** This contract executed between County and Contractor. It sets forth for Contractor's performance and provision of Psychiatric Urgent Care Center Services, as specified herein, including Exhibit A - Statement of Work.

**2.2 Contractor:** A psychiatric urgent care center that has entered into this Agreement with the County to provide mental health services.

**2.3 Alternate Destination Facility:** A treatment location authorized as a psychiatric urgent care or sobering center.

**2.4 Authorized Psychiatric Urgent Care:** A mental health treatment facility or hospital licensed by the California State Department of Public Health and authorized by the Los Angeles County Department of Mental Health to provide mental health services. Facilities may include, but not limited to:

**2.4.1** Licensed psychiatric hospital

**2.4.2** Licensed health facility

**2.4.3** Certified crisis stabilization unit

**2.5 Behavioral/Psychiatric Crisis:** A provider impression for patients who are having a mental health crisis or a mental health emergency that is not anxiety or agitation secondary to a medical etiology.

**2.6 Emergency Medical Condition:** A condition or situation in which an individual has an immediate need for medical attention. The presence of abnormal vital signs (heart rate and rhythm, respiratory rate, blood pressure – except isolated asymptomatic hypertension, oxygen saturation) are also indications of an emergency condition.

- 2.7 EMS Liaison Officer:** A qualified administrative personnel appointed by the PUCG to coordinate all activities related to receiving patients triaged by paramedics to a PUCG and designated by the Contractor to administer the Agreement operations after the Agreement award.

~~**Ensure the titles listed to administer the Agreement for the Contractor are consistent throughout the Agreement, Statement of Work, and Exhibits. The role of each person is initially defined in this Paragraph.**~~

- ~~**2.3 Contractor's EMS Liaison Officer Project Manager:**~~ The individual designated by the Contractor to administer the Agreement operations after the Agreement award.

- 2.8 Day(s):** Calendar day(s) unless otherwise specified.

- 2.9 DHS:** County's Department of Health Services.

- 2.10 Director:** The Director of Health Services or authorized designee.

- ~~**2.11 Facility: Emergency Medical Services (EMS) Agency:**~~ Any Medical Centers, together with associated Health Centers, Comprehensive Health Centers, Outpatient Centers, health clinics and An administrative office all within the Department of Health Services for which Services are provided under the Agreement, as identified herein including Exhibit A – Statement of Work and any attachments thereto.

~~**Ensure the titles listed to administer the Agreement for the County/Facility are consistent throughout the Agreement, Statement of Work, and Exhibits. The role of each person is initially defined in this Paragraph.**~~

- ~~**2.12 Facility's County's Program Project Director:**~~ Person designated by the County with authority for the County on administrative matters relating to this Agreement that cannot be resolved by the Facility's Project EMS Agency Program Manager.

- ~~**2.13 Facility's County's Program Project Manager:**~~ Person designated by Facility's Project EMS Agency Program Director to manage the operations under this Agreement.

- ~~**2.14 Facility's Project Monitor County's Program Coordinator:**~~ Person with responsibility to oversee the day-to-day activities of this

Agreement for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.

**2.15 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

**2.16 Services:** Mental health services and crisis stabilization provided by the Contractor to the County pursuant to the Agreement.

**2.17 Statement of Work:** Terms and conditions of Exhibit A – Statement of Work.

### **3.0 WORK**

**3.1** Pursuant to the provisions of this 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 tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF AGREEMENT**

~~*Two options are provided for sub-paragraph 4.1. The first sub-paragraph would be used when the Board is executing the Agreement. The second one would be used if the Director is executing the Agreement.*~~

~~4.1 The term of this Agreement shall be **three** years commencing after execution by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.~~

**OR**

**4.1** The term of this Agreement shall be **three** years commencing after execution by the Director as authorized by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

~~4.2 The County shall have the sole option to extend this Agreement term for up to (spell out number) (numerical digits) additional one-year periods and six (6) month to month extensions, for a maximum total Agreement term of (spell out number) (numerical digits) years and~~

~~six months. This term extension option shall be exercised at the sole discretion of the (Board of Supervisors or Director or designee as authorized by the Board of Supervisors).~~

- 4.3** 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.
- 4.4** The Contractor shall notify DHS when this 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 the DHS at the address herein provided in Exhibit E - County's Administration.

## **5.0—INTENTIONALLY OMITTED**

~~5.1 **Indicate the Agreement sum or reference the applicable exhibit that includes the Pricing Schedule.**~~

~~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.~~

~~**Sub-paragraph 5.3 would only be included if there is a contract maximum obligation.**~~

~~5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy five percent (75%) of the total Agreement Sum under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Exhibit E—County's Administration.~~

~~**5.4 No Payment for Services Provided Following Expiration/Termination of 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 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 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 Agreement.~~

## ~~5.5 Invoices and Payments~~

- ~~5.5.1 The Contractor shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A – Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibit B – Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.~~
- ~~5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Pricing Schedule.~~
- ~~5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A – Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.~~
- ~~5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.~~
- ~~5.5.5 All invoices under this Agreement shall be submitted in two (2) copies to the following address:~~

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
Attn: ~~\_\_\_\_\_~~

## ~~5.5.6 County Approval of Invoices~~

~~All invoices submitted by the Contractor for payment must have the written approval of the Facility'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.~~

#### **~~5.5.7 Local Small Business Enterprises – Prompt Payment Program (if applicable)~~**

~~———— Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.~~

#### **~~5.6 Cost of Living Adjustments (COLA's)~~**

**~~COLA's are not required, they are only included if the Department makes the determination to add them. If they are to be included in the Agreement, the following language should be added:~~**

~~If requested by the Contractor, the Agreement's (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased annually based on the most recently published percentage change 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 Area for the 12-month period preceding the 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. Further, before any COLA increase shall take effect and become part of this Agreement, it shall require a written amendment to this Agreement first, that has been formally approved and executed by the parties, in accordance with Sub-paragraph 8.1 Amendments.~~

#### **~~5.7 Maximum Obligation of County (if applicable)~~**

**~~According to Board Policy 5.120:~~**

- ~~▪ CEO review and approval is required for clauses in proposed Agreements which delegate to department heads the~~**

~~authority to approve stipulated percentage increases of up to 10 percent in Board-approved contract amounts.~~

- ~~▪ If the department requests delegated authority to increase a Board-approved agreement in excess of 10% of the total agreement amount, the department must provide a detailed justification and advance written notice to the Board of Supervisors, with a copy to the CEO. Board Policy requires the notification to be two weeks in advance of the targeted Board agenda.~~

- ~~5.7.1 The annual Maximum Obligation of the County for all services provided hereunder shall not exceed \_\_\_\_\_, effective \_\_\_\_\_.~~
- ~~5.7.2 During the term of this Agreement, the Director, or authorized designee, may amend Exhibit B — Pricing Schedule (**state reason why the Director would increase the amount**) and may increase the maximum obligation by no more than \_\_\_\_\_ of the annual maximum obligation.~~

#### **5.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- ~~5.8.1 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).~~
- ~~5.8.2 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.~~
- ~~5.8.3 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.~~
- ~~5.8.4 At any time during the duration of the 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.~~

~~**Ensure the titles listed to administer the Agreement for both the Contractor and County are consistent throughout the Agreement, Statement of Work, and Exhibits listing the administration of the Agreement. The role of each person is defined in more detail in the following Paragraphs.**~~

## **5.0 ADMINISTRATION OF AGREEMENT - COUNTY**

The Director for the Los Angeles County Emergency Medical Services (EMS) Agency shall have the authority to administer this Agreement on behalf of the County. The EMS Agency retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following Sub-paragraphs is designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 ~~Facility's Project~~ County's Program Director**

The responsibilities of the County's Program Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to EMS Agency policy on PUCC, information requirements and data requirements.

### **6.2 ~~Facility's Project~~ County's Program Manager**

6.2.1 The responsibilities of the County's Program Manager include:

- meeting with the EMS Liaison ~~Contractor's Project Manager~~ during annual site visits; and
- monitoring quality improvement and data requirements ~~inspecting any and all tasks, deliverables, goods, services, or other work~~ provided by or on behalf of the Contractor.

6.2.2 The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

### **6.3 ~~Facility's Project Monitor~~ County's Program Coordinator**

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

## **7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR**

### **7.1 Contractor's Program Manager**

7.1.1 The Contractor's Program Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Program Manager within five (5) business days of such change.

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

### **7.2 Contractor's Authorized Officials**

7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit F – Contractor's Administration. The Contractor shall notify the County in writing of any change in the name(s) or address(es) 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 Agreement on behalf of the Contractor.

### **7.3 Leadership and Staffing Requirements**

#### **7.3.1 EMS Liaison Officer**

7.3.1.1 Contractor shall provide a full-time EMS Liaison or designated alternate. County must have access to the EMS Liaison during all hours, 365 days per year. Contractor shall provide a telephone number where the EMS Liaison may be reached on a twenty-four (24) hour per day basis.

7.3.1.2 EMS Liaison shall act as a central point of contact with the County.

7.3.1.3 EMS Liaison shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

7.3.1.4 Responsibilities:

7.3.1.4a Implement and ensure compliance with the PUCG standards.

7.3.1.4b Maintain direct involvement in the development, implementation, and review of PUCG policies and procedures related to receiving patients triaged by paramedics to the PUCG.

7.3.1.4c Serve as the key personnel responsible for addressing variances in the care and sentinel events as it relates to patients triaged by paramedics to the PUCG.

7.3.1.4d Serve as the contact person for the EMS Agency and be available upon request to respond to County business.

7.3.2 A physician licensed in the State of California shall be on-call at all times.

7.3.3 A registered nurse licensed in the State of California shall be on-site at all times.

7.3.4 Staffing may be augmented by licensed psychiatric nurse practitioners, licensed vocational nurses, social workers, and other mental health professionals.

7.3.5 All medical and nursing staff shall have current certification on Cardiopulmonary Resuscitation (CPR) through the American Heart Association or Red Cross.

#### **~~7.4 Approval of Contractor's Staff Intentionally Omitted~~**

~~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**

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

#### **7.5 Policies and Procedures**

7.5.1 Develop, maintain, and implement policies and procedures that address the following:

7.5.1.1 Receipt, immediate evaluation, short-term management, and monitoring of patients who meet PUCG triage inclusion criteria.

7.5.1.2 Timely transfer of patients who require higher level of care to an acute care hospital utilizing non-911 ambulance providers.

7.5.1.3 Immediate transfer of patients with emergency medical condition to the most accessible 911 receiving facility/emergency department.

7.5.1.4 Record keeping of EMS Report Forms.

#### **7.6 Data Requirements**

7.6.1 Submit monthly data to the EMS Agency for the following:

7.6.1.1 Total number

***AND/OR***

***~~Use the following Paragraphs if County is responsible for providing identification badges to the Contractor's employees.~~***

***~~If both the Contractor ID Badge and County ID Badge are required, use all five statements for this sub-paragraphs.~~***

~~7.4.1 All of the Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.~~

~~7.4.2 The Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. The Contractor personnel may be asked to leave a County facility by a County representative if they do not~~

~~have the proper County ID badge on their person.~~

~~7.4.3 The Contractor shall notify the County within one (1) business day when staff is terminated from working under this Agreement. The Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.~~

~~7.4.4 If the County requests the removal of the Contractor's staff, the Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Agreement.~~

~~7.5 Background and Security Investigations ???~~ probably don't need

~~*Two options are provided for this Sub-paragraph.*~~

~~*Agreement language Option 1 - When a Live Scan fingerprint clearance is required.*~~

~~7.5.1 All Contractor staff performing work under this 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 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 Agreement at any time during the term of this 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 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 Agreement.~~

~~OR~~

***Agreement language Option 2 - When a background clearance may be required.***

~~7.5.1 At the discretion of the County, all Contractor staff performing work under this Agreement may be required to undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this 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 Agreement at any time during the term of this 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 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 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 Agreement.~~

## **7.7 Confidentiality**

***The following language should be used when Department requires only the Contractor to sign one form indicating their sole responsibility for their employees and non-employees.***

- 7.7.1 The Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, the 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.
- 7.7.2 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 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 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 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.
- 7.7.3 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.

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

7.7.5 The Contractor shall sign and adhere to the provisions of the Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement on behalf of itself and all employees, agents, subcontractors, and other persons who may provide work on behalf of Contractor under this Agreement.

**-OR -**

**~~The following language should be used when each Contractor employee and non-employee is required to sign a Confidentiality Agreement.~~**

~~7.6.1 The Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, the 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, the 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 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 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 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 Agreement.~~

~~7.6.5 The Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the provisions of the Exhibit G2 – Contractor Employee Acknowledgment and Confidentiality Agreement.~~

~~7.6.6 The Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the Exhibit G3 – Contractor Non-Employee Acknowledgment and Confidentiality Agreement.~~

**7.8 ~~Medical Health Screening (optional language) This language is usually included when the Contractor's employees are working in or at a Facility and are 'in processed' by the Facility. Intentionally Omitted~~**

~~— The Contractor shall ensure that all of its staff providing services and/or entering a DHS Facility, under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Exhibit K – Medical Health Screening. The cost of the Medical Health Screening shall be at the expense of the Contractor.~~

#### **7.9 Staff Performance under the Influence (*optional language*)**

The Contractor shall not knowingly permit any employee to perform services under this 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**

***The authority to execute Amendments varies between types of Agreements.***

- 8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this 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 Agreement during the term of this 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 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 or designee, may at its sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the 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 Agreement to conform to changes in federal or state law or regulation, during the term of this 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 Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the 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 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 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 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 Agreement, such disposition is an assignment requiring the prior written

consent of the County in accordance with applicable provisions of this 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 Agreement which may result in the termination of this 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 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 Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 ~~BUDGET REDUCTIONS INTENTIONALLY OMITTED~~**

~~In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of the County employees and imposes similar reductions with respect to the County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.~~

### **8.5 ~~CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376) INTENTIONALLY OMITTED~~**

~~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 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 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 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 Agreement upon which the County may immediately terminate or suspend this Agreement.~~

## **8.6 COMPLAINTS INTENTIONALLY OMITTED**

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

~~8.6.1 Within **sixty (60)** business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.~~

~~8.6.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.~~

~~8.6.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within (spell out number) (numerical digits) business days for the County approval.~~

- ~~8.6.4 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.~~
- ~~8.6.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Program Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.~~
- ~~8.6.6 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.~~
- ~~8.6.7 Copies of all written responses shall be sent to the Facility's Project Program Manager within fifteen (15) business days of mailing to the complainant.~~

## **8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS**

- 8.7.1 In the performance of this 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 Agreement are incorporated herein by reference.
- 8.7.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and 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 8.7 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.

***Include 8.7.3 only if Contractor staff is performing services at the facility on a regular or full-time basis.***

#### **8.7.3 ~~Facilities' Rules and Regulations~~**

~~During the time that the Contractor's agents, employees, or subcontractors are at a Facility, the Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to the Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this Agreement, shall furnish the Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of the Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. The Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.~~

### **8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS**

8.8.1 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 Agreement or under any project, program, or activity supported by this Agreement.

- 8.8.2 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.
- 8.8.3 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.
- 8.8.4 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.
- 8.8.5 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 Agreement or under any project, program, or activity supported by this Agreement.

- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this 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 Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this 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 Agreement.

~~**Include sub-paragraph 8.8.9 only if Contractor is performing Patient Care Services either at DHS sites or off site.**~~

**8.8.9 Anti-discrimination 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 a facility; 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 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.

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

## **8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM INTENTIONALLY OMITTED**

### **8.9.1 Jury Service Program:**

~~This 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 H and incorporated by reference into and made a part of this Agreement.~~

### **8.9.2 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 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 this 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 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the 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.~~

## **8.10 CONFLICT OF INTEREST**

8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, 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 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.

8.10.2 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 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 shall be a material breach of this Agreement.

## **8.11 ~~CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR ARE ON A COUNTY RE-EMPLOYMENT LIST INTENTIONALLY OMITTED~~**

~~Should the Contractor require additional or replacement personnel after the effective date of this 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 Agreement.~~

## **8.12 ~~CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS~~**

~~8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the~~

~~Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) 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/GROW participants by job category to the Contractor. The Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [bservices@wdacs.lacounty.gov](mailto:bservices@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.~~

~~8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.~~

## **8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.13.1 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 contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.13.2 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 the contract, 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### **8.13.3 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.

#### **8.13.4 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.

#### **8.13.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County Contractors.

### **8.14 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/safe-surrender/>.

#### **8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM**

8.15.1 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 of the aforementioned parties' mandatory exclusion 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.

8.15.2 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.

8.15.3 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 Agreement.

#### **8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**



- 8.16.1 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.
- 8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this 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 Agreement maintain in 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).

#### **8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 8.17.1 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.
- 8.17.2 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 Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

#### **8.18 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will monitor the Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. The Contractor deficiencies which the County determines are significant or

continuing and that may place performance of the 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 Agreement or impose other penalties as specified in this Agreement.

#### **~~8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS INTENTIONALLY OMITTED~~**

~~8.19.1 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.~~

~~8.19.2 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.~~

~~8.19.3 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.~~

#### **8.20 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.20.1 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 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.

8.20.2 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 Agreement.

## **8.21 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.

## **8.22 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.

## **8.23 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 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.

~~**Use either Force Majeure OR Contractor Performance During Civil Unrest or Disaster. Force Majeure would be used when the services being provided by this Agreement do not affect Patient Care Services or other critical health care services. Contractor Performance during Civil Unrest or Disaster would be used when the services are essential to Patient Care Services or other critical health care services.**~~

## **8.24 FORCE MAJEURE**

- 8.24.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").
- 8.24.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable 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, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.24.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise

mitigate the damages and reduce the delay caused by such force majeure event.

**OR**

**~~8.24 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 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 Agreement.~~

**8.25 GOVERNING LAW, JURISDICTION, AND VENUE**

This 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 Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

8.26.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

8.26.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations

relate to transactions and code sets, privacy, and security. The Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that the County has not undertaken any responsibility for compliance on the Contractor's behalf. The Contractor has not relied, and will not in any way rely, on the County for legal advice or other representations with respect to the Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

8.26.3 The Contractor and the County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.

8.26.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

***Use the following language for a Business Associate:***

~~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 J in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit J - Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).~~

~~8.26.1 The Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by the Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, the Contractor shall instruct its officers, employees, and agents, that they are not to pursue,~~

~~or gain access to, patient medical records for any reason whatsoever.~~

~~8.26.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, the Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. The Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.~~

~~8.26.3 Additionally, in the event of such inadvertent access, the Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, the Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with the Contractor's or its officers', employees', or agents', access to patient medical records/patient information. The Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.~~

## **8.27 INDEPENDENT CONTRACTOR STATUS**

8.27.1 This 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.

8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this 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 the 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 the 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 8.30.3 – Workers' Compensation and Employers' Liability.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this 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 Agreement.

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

## **8.28 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 Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting the Contractor's indemnification of the County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Sub-paragraphs 8.29



and Sub-paragraph 8.30 – Insurance Coverage of this 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 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 Agreement.

#### **8.29.1 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 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 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 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:

[cgcontractorinsurance@dhs.lacounty.gov](mailto:cgcontractorinsurance@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 Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

#### **8.29.2 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.

#### **8.29.3 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 the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

#### **8.29.4 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 the Agreement, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this 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 the Contractor reimbursement.

#### **8.29.5 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.

#### **8.29.6 Contractor's Insurance Shall Be Primary**

The Contractor's insurance policies, with respect to any claims related to this 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.

#### **8.29.7 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 Agreement. The Contractor shall require its insurers to execute any waiver of

subrogation endorsements which may be necessary to effect such waiver.

#### **8.29.8 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.

#### **8.29.9 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.

#### **8.29.10 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 Agreement. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

#### **8.29.11 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.

#### **8.29.12 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.

#### **8.29.13 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.

#### **8.29.14 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.

### **8.30 INSURANCE COVERAGE**

**8.30.1 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:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

**8.30.2 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 Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.30.3 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.

#### **8.30.4 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 coverage is required for medical and legal Contractors, as well as Contractors in non-traditional professions including, but not limited to accountants, appraisers, architects, billers, computer programmers, engineers, interpreters, staffing/ temporary services agencies, and consultants. NOTE: A minimum \$3 million aggregate limit is recommended for medical and legal service providers.**~~

- ~~▪ **Professional Liability/Errors and Omissions**~~

~~Insurance covering the Contractor's liability arising from or related to this 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 Agreement's expiration, termination or cancellation.~~

~~**Property Coverage provides protection against losses due to perils such as fire, vandalism, theft, and water damage, and is only required when a Contractor takes custody of County owned or leased property (for example, Contractor occupies a County building, or is given County computers to use at non-County locations, such as the Contractor's business premises).**~~

~~**\*—Property Coverage**~~

~~The Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on the Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.~~

~~**Crime Coverage is only required when the contracted services involve pick up, carry, guard or otherwise handle County money and securities (ex. cash, checks, warrants, bonds, vouchers), or other highly valued County property (ex. property to be auctioned).**~~

~~**\*—Crime Coverage**~~

~~A Fidelity Bond or Crime Insurance policy with limits of not less than \$ [insert Dept. estimate of the probable maximum loss exposure] per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the County to the Contractor, and apply to all of the Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.~~

~~**Contact the CEO, Risk Management Branch — Risk Transfer Unit/Insurance \_\_\_\_\_ Compliance \_\_\_\_\_ at [insurancecompliance@ceo.lacounty.gov](mailto:insurancecompliance@ceo.lacounty.gov) for assistance to**~~

**~~determine when to include Technology Errors & Omissions Insurance and Privacy/Network Security (Cyber) Liability.~~**

**~~• Technology Errors & Omissions Insurance~~**

~~Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of 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.~~

**~~• Cyber Liability Insurance~~**

~~The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$ \_\_\_\_\_ [insert applicable limit] per occurrence and in the aggregate during the term of the Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Agreement. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described~~



~~herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy~~

~~**Miscellaneous Coverage for one or more of these specialized types of insurance coverage(s) may also be required for contracted services involving unique services and/or risk exposures such as property renovations, vehicle maintenance and repair, aircraft, pollutants, watercraft, rail operations, etc. Contact the CEO, Risk Management Branch – Risk Transfer Unit/Insurance Compliance at [insurancecompliance@ceo.lacounty.gov](mailto:insurancecompliance@ceo.lacounty.gov) staff for assistance.**~~

~~▪ **Miscellaneous Coverage**~~

~~Garage, Builder's Risk, Installation Floater, Owners and Contractors Protective Liability, Pollution (Environmental) Liability, Asbestos Liability, Railroad Protective Liability, Earthquake, Flood, Terrorism, Motor Truck Cargo Liability, Equipment Breakdown, Aircraft Liability, Marine Protection and Indemnity, Fine Art, Fiduciary.~~

**8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES**

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

~~**Discuss applicability of including this paragraph with Management.**~~

~~**8.32 LIQUIDATED DAMAGES INTENTIONALLY OMITTED**~~

~~8.32.1 If, in the judgment of the Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, at its option, in addition to, or in lieu of, other remedies~~

~~provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or designee, in a written notice describing the reasons for said action.~~

~~8.32.2 If the Director, or designee, determines that there are deficiencies in the performance of this Agreement that the Director, or designee, deems are correctable by the Contractor over a certain time span, the Director, or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) **(this amount is determined by type of Agreement)** per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix \_\_, Technical Exhibit \_\_, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.~~

~~8.32.3 The action noted in Sub-paragraph 8.32.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.~~

~~8.32.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this~~

~~Agreement provided by law or as specified in the PRS or Sub paragraph 8.32.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.~~

***Do not include Most Favored Public Entity Paragraph if it is a cost reimbursement or fixed price deliverable Agreement.***

### **~~8.33 MOST FAVORED PUBLIC ENTITY INTENTIONALLY OMITTED~~**

~~If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to the County.~~

### **~~8.34 NON EXCLUSIVITY INTENTIONALLY OMITTED~~**

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

### **8.35 NOTICE OF DELAYS**

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

### **8.36 NOTICE OF DISPUTES**

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

### **8.37 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.

#### **8.38 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 I provides a link to the County's website where the Contractor can access posters and other campaign material.

#### **8.39 NOTICES**

All notices or demands required or permitted to be given or made under this 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 E - County's Administration and Exhibit F - Contractor's Administration. Contact information may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

**Electronic Notice:** In addition, and in lieu of written notification, the Director, or designee, shall have the authority to issue any notice to the Contractor electronically via e-mail at the designated email addresses identified in Exhibit F – Facility's Administration. This includes all notices or demands required or permitted by the County under this Agreement.

#### **8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this 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.

#### **8.41 PUBLIC RECORDS ACT**

8.41.1 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 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as

any documents that may have been submitted in response to a solicitation process for this 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 6250 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.

- 8.41.2 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 a proposal 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.

## **8.42 PUBLICITY**

- 8.42.1 The Contractor shall not disclose any details in connection with this 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 Agreement within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
  - During the term of this 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.
- 8.42.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-

paragraph 8.42 shall apply.

#### 8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

~~***There are 2 choices for record retention. Any Agreement that involved the provision of clinical services by the contractor (e.g. Community Partners, registry contracts, radiology and lab services agreements) the books and records related to those services should be retained and made available for 10 years after the date the service was rendered. For all other types of Agreements (e.g. pharmaceuticals, equipment maintenance, dietary services) the records can be maintained for 5 years.***~~

8.43.1 The Contractor shall submit copies of all records and logs pertaining to the care of patients and personnel involved in the care of patients seeking mental health services and/or crisis stabilization upon request by the County. The County shall comply with all applicable State and Federal laws relating to confidentiality and shall maintain the confidentiality of all records and logs submitted in compliance with this subparagraph.

8.43.2 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 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 Agreement and for a period of [five (5) or ten (10)] 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.

8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this 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 Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).~~

8.43.3 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

~~8.43.5 If, at any time during the term of this Agreement or within [five (5) or ten (10)] years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this 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 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 Agreement exceed the funds appropriated by the County for the purpose of this Agreement.~~

***Sub-paragraphs 8.43.6 and 8.43.7 apply if the Agreement is with a Medical Provider providing patient care services at Contractor's Office.***

~~8.43.6 Patient Records~~

~~———— The Contractor shall prepare all appropriate medical records for County patients receiving services hereunder. If a County patient receives services from the Contractor at the Contractor's private office, then the Contractor shall also maintain such records on any such patient. Such records all include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Agreement. All patient~~

~~records for patients seen in the Contractor's office shall be retained by the Contractor for a period of ten (10) years following the expiration or earlier termination of this Agreement, unless otherwise required under State law. During such ten (10) year period, as well as during the term of this Agreement, all such records shall be retained by the Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days prior written notice to authorized representatives of the County designated by the Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.~~

#### 8.43.4 Audit/Compliance Review

In the event the County representatives conduct an audit/compliance review of the Contractor, the Contractor shall fully cooperate with the County's representatives. The Contractor shall allow County representatives access to all medical records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing the Contractor's photocopier. Director shall provide the Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

An exit conference shall be held following the performance of any such audit/ compliance review at which time the results shall be discussed with the Contractor. The Contractor shall be provided with a copy of any resultant written evaluation report(s).

The Contractor shall have the opportunity to review the County's findings for the Contractor, and the Contractor shall have thirty (30) calendar days after receipt of the County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of the County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to the Contractor for all claims paid during the audit/ compliance review period to determine the Contractor's liability to the County.

#### **8.44 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 Agreement.

#### **8.45 RESTRICTIONS ON LOBBYING**

If any Federal funds are to be used to pay for the Contractor's services under this 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 Agreement also fully complies with all such certification and disclosure requirements.

#### **8.46 SUBCONTRACTING INTENTIONALLY OMITTED**

8.46.1 The requirements of this 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 Agreement.

8.46.2 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.

8.46.3 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 the Contractor employees.

8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.46.5 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 Agreement. The Contractor is responsible to notify its subcontractors of this County right.

- 8.46.6 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 its files.
- 8.46.7 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.
- 8.46.8 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:

[cgcontractorinsurance@dhs.lacounty.gov](mailto:cgcontractorinsurance@dhs.lacounty.gov)

before any subcontractor employee may perform any work hereunder.

## **8.47 SURVIVAL**

***(Verify the number and titles of the paragraphs listed. Only include the HIPAA exhibit if it is applicable.)***

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 Sub-paragraphs and/or Exhibits shall survive any termination or expiration of this Agreement:

~~Sub-paragraph 5.4 - No Payment for Services Provided Following Expiration/Termination of Agreement~~

Sub-paragraph 7.7 - Confidentiality

Sub-paragraph 8.7 - Compliance with Applicable Laws, Rules and Regulations

Sub-paragraph 8.25 - Governing Law, Jurisdiction, and Venue

Sub-paragraph 8.28 - Indemnification

Sub-paragraph 8.29 - General Provisions for all Insurance Coverage

Sub-paragraph 8.30 - Insurance Coverage

Sub-paragraph 8.43 - Record Retention and Program Compliance

Sub-paragraph 8.47 – Survival

Sub-paragraph 8.64 - Prohibition from Participation in Future Solicitation(s)

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

**8.48 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 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Sub-paragraph 8.51 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.49 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 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

**8.50 TERMINATION FOR CONVENIENCE**

8.50.1 This Agreement may be terminated, in whole or in part, from time to time, 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.

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

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement.

## **8.51 TERMINATION FOR DEFAULT**

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

- Contractor has materially breached a requirement under this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this 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.

- 8.51.2 In the event the County intends to terminate this Agreement in accordance with Paragraph 8.51, the County shall give thirty (30) days' notice to the Contractor that it is in material breach and/or anticipatory breach of the Agreement. In the notice of intended termination, the Director shall set forth the facts underlying its claim that the Contractor is in material breach and/or anticipatory breach. Remedy of the breach or convincing progress towards a cure within twenty (20) days (or such longer period as the County may authorize in writing) of receipt of said notice shall revive the Agreement in effect for the remaining term.
- 8.51.3 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.51.1, 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 Agreement to the extent not terminated under the provisions of this Sub-paragraph.
- 8.51.4 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 8.51.2 if its failure to perform this 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, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.51.5 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.51, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.51, or that the default was excusable under the provisions of Sub-paragraph 8.51.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.50 - Termination for Convenience.
- 8.51.6 The rights and remedies of the County provided in this Sub-paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **8.52 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.52.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this 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 Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this 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.
- 8.52.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.
- 8.52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **8.53 TERMINATION FOR INSOLVENCY**

- 8.53.1 The County may terminate this 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.

8.53.2 The rights and remedies of the County provided in this Subparagraph 8.53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **8.54 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 Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

#### **8.55 ~~TERMINATION FOR NON-APPROPRIATION OF FUNDS INTENTIONALLY OMITTED~~**

~~Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this 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.~~

#### **8.56 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.

#### **8.57 ~~UNLAWFUL SOLICITATION INTENTIONALLY OMITTED~~**

~~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.~~

#### **8.58 VALIDITY**

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

#### **8.59 WAIVER**

No waiver by the County of any breach of any provision of this 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 Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.59 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **8.60 WARRANTY AGAINST CONTINGENT FEES**

8.60.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this 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.

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

#### **8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

- 8.61.1 The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 8.61.2 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 Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.61.3 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 Agreement.

#### **8.62 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

#### **8.63 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.

#### **8.64 ~~PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)~~ INTENTIONALLY OMITTED**

~~A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.~~

### **9.0 UNIQUE TERMS AND CONDITIONS**

***Include only the following Sub-paragraphs that are applicable to the Agreement.***

#### **9.1 DUR PROCESS**

9.1.1 Notice of Proposed Adverse Action: In all cases in which the EMS Agency has the authority to, and pursuant to this authority, take any of the actions constituting grounds for a hearing set for in Paragraph 9.1.2, Contractor shall promptly be given written notice of specific charges and factual basis upon which the EMS Agency action is based. The Director may implement an interim order of suspension pending the exhaustion of Contractor's due process right provided herein. Contractor shall be afforded its due process right to a hearing before implementation of any of the actions which constitute grounds for a hearing. Contractor shall have thirty (30) calendar days following receipt of such notice within which to

file with Director a written request for hearing before the EMS Commission (EMSC).

9.1.2 Ground for Hearing: Any one or more of the following actions constitute grounds for a hearing before the EMSC hearing:

9.1.2.1 Suspension

9.1.2.2 Suspension with intent to terminate

9.1.2.3 Termination for cause

9.1.3 Suspension or Suspension with Intent to Terminate: In the case of suspensions or suspensions with intent to terminate, Contractor, at its election, shall have the right to request Director in writing to reconsider the suspension action. Director shall act on this request for reconsideration within ten (10) calendar days after the receipt of the reconsideration request. Contractor shall be given the opportunity to meet with Director. The meeting shall not be a full hearing but is intended to identify the alleged basis for the action.

Within in ten (10) calendar days following the meeting with Director, Director shall issue to Contractor a written recommendation regarding the suspension. The Director may recommend that the suspension be continued for a particular time or upon particular conditions, that Contractor's agreement be terminated, that other conditions be imposed on Contractor, that the suspension is not warranted and abate the Notice of Proposed Adverse Action or take such other action as may be deemed warranted. If Director recommends any action other than immediate return of Contractor to unsuspended status, Contractor may request a hearing on the suspension before the EMSC, as provided in this Paragraph. Such request shall be delivered within five (5) calendar days after the Director's delivery of written recommendation to Contractor.

9.1.4 Time and Place of Hearing: Director shall, within fifteen (15) calendar days of receipt of a Contractor's request for hearing as set forth above, apply to the EMSC for such hearing. Director shall give notice to Contractor of the time, place, and date of the hearing in accordance with EMSC rules and procedures. The date of commencement of the hearing shall be no less than thirty (30) calendar days, nor more than ninety (90) calendar days from the receipt of the request for hearing, subject to the convenience of the EMSC. However, if the

request is received from Contractor when under a suspension then in effect, Director shall attempt to arrange a hearing before the EMSC as soon as possible. In situations involving a suspension, Director shall use their best efforts to schedule a hearing within forty-five (45) calendar days of receipt of a request for hearing.

## **9.2 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE *(only applicable if Direct Patient Care Services)***

- 9.2.1 The Contractor staff working on this 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.
- 9.2.2 The Contractor staff working on this 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 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.
- 9.2.3 The Contractor staff's failure to report as required is considered a breach of this 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.

~~**Paragraph 9.3 Contractor's Charitable Activities Compliance is required for all Social Services Departments. Additionally, if the services being solicited historically receive responses from Nonprofit Agencies, this provision should also be included. Do not include this sub-paragraph in the final Agreement unless it is applicable.**~~

## ~~**9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE INTENTIONALLY OMITTED**~~

- ~~9.3.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable~~

~~Purposes Act requirements. By requiring the Contractors to complete Exhibit L – Charitable Contributions Certification, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers.~~

~~9.3.2 The Contractor shall be listed in good standing and is required to **annually** renew its registry with the Attorney General's Registry of Charitable Trusts.~~

~~9.3.3 A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)~~

**SAMPLE SIGNATURE PAGE WHEN BOARD OF SUPERVISORS  
IS EXECUTING**

IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA (*insert name of current Executive Officer*)

Executive Officer

Clerk of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA (*insert name of current County Counsel*)

County Counsel

By \_\_\_\_\_  
(Insert Title of Deputy)

**SAMPLE SIGNATURE PAGE WHEN DIRECTOR IS SIGNING AND  
COUNTY COUNSEL'S SIGNATURE IS REQUIRED**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services and Contractor has caused this Agreement to be executed in 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

\_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM:  
RODRIGO A. CASTRO-SILVA (*insert name of current County Counsel*)  
County Counsel

By \_\_\_\_\_  
(Insert Title of Deputy)

## **APPENDIX XXI**

### **Psychiatric Urgent Care Center Scope of Work**



**ATTACHMENT I**

**STATEMENT OF WORK**

**TRIAGE TO ALTERNATE DESTINATION  
FACILITY – PSYCHIATRIC URGENT CARE  
CENTER**

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# ATTACHMENT 1

## STATEMENT OF WORK (SOW)

### 1.0 SCOPE OF AGREEMENT

This scope of this Agreement seeks to provide immediate and short-term mental health services and crisis stabilization for patients experiencing mild to moderate mental health symptoms which include, but are not limited to depression, anxiety, and suicidal ideations. Patients transported to a psychiatric urgent care center (PUCC) by emergency medical services (EMS) are to be medically cleared to receive services, such as counseling, medication, and follow-up care. Psychiatric urgent care centers are anticipated to provide patients experiencing mild to moderate mental health symptoms with short-term crisis stabilization to prevent hospitalization or other emergency services.

### 2.0 DEFINITIONS

- 2.1 Ambulance Patient Offload Time (APOT):** The interval of time between an ambulance patient's arrival at the PUCC and the patient's transfer to the PUCC bed or chair, or other acceptable location at which the PUCC assumes responsibility for patient care.
- 2.2 Authorized Psychiatric Urgent Care (PUCC):** A mental health treatment facility or hospital licensed by the California State Department of Public Health and authorized by the Los Angeles County Department of Mental Health to provide mental health services. Facilities may include, but are not limited to:
- 2.2.1** Licensed psychiatric hospitals
  - 2.2.2** Licensed health facilities
  - 2.2.3** Certified crisis stabilization units
- 2.3 Behavioral/Psychiatric Crisis:** A provider impression of patients who are having a mental health crisis or a mental health emergency that is not anxiety or agitation secondary to a medical etiology.
- 2.4 Contractor:** A PUCC that has entered into this Agreement with the County to provide mental health services pursuant to the requirements and responsibilities identified in this Exhibit A – Statement of Work.
- 2.5 Contractor Program Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.

- 2.6 DHS:** County's Department of Health Services.
- 2.7 Director:** The Director of Health Services or authorized designee.
- 2.8 Emergency Medical Condition:** A condition or situation in which an individual has an immediate need for medical attention. The presence of abnormal vital signs (heart rate and rhythm, respiratory rate, blood pressure – except isolated asymptomatic hypertension, oxygen saturation) are also indications of an emergency condition.
- 2.9 Emergency Medical Services Agency (EMS Agency):** An administrative office within the Department of Health Services, designated by the Board of Supervisors as the local EMS Agency pursuant to Health and Safety Code Sections 1797, et. seq., for which Services are provided under this Agreement, and any attachments thereto.
- 2.10 County's Program Director:** Person designated by the County with authority for the County on administrative matters relating to this Agreement that cannot be resolved by the County's Program Manager.
- 2.11 County's Program Manager:** Person designated by County's Program Director to manage the operations under this Agreement.
- 2.12 County's Program Coordinator:** Person with responsibility to oversee the day-to-day activities of this Agreement, and monitor all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.13 EMS Liaison Officer:** A qualified administrative personnel appointed by the PUCCL to coordinate all activities related to receiving patients triaged by paramedics to a PUCCL and designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.14 Emergency medical services (EMS):** The services utilized in responding to a medical condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agent.
- 2.15 EMS Agency Director:** The Director of the Los Angeles County EMS Agency, or authorized designee.
- 2.16 EMS Report Forms:** Medical, legal, and data collection document completed by EMS Providers for every patient contact.

### **3.0 GENERAL REQUIREMENTS**

- 3.1** Contractor must be licensed or certified as a mental health treatment facility by the California Department of Public Health.

- 3.2** Contractor must be authorized by the Los Angeles County Department of Public Health to provide mental health services.
- 3.3** Contractor must be designated by the EMS Agency as a PUC approved to accept EMS transported patients.
- 3.4** Contractor shall operate 24 hours a day, 7 days a week, 365 days a year and provide up to 23 hours of immediate care focusing on intensive crisis services.
- 3.5** Contractor shall operate in accordance with section 1317 of the California Health and Safety Code and accept all patients who have been triaged and medically cleared by paramedics regardless of the patient's ability to pay.
- 3.6** Contractor shall operate in accordance with all EMS Agency policies and standards in performing services related to this Agreement.
- 3.7** Contractor shall provide and maintain adequate parking for ambulance vehicles to ensure access to facility.
- 3.8** Contractor shall appoint an EMS Liaison Officer to act as a liaison between the EMS Agency and the authorized EMS provider agency.
- 3.9** Contractor shall notify the EMS Agency within 24 hours when there is a change in status with respect to protocols and/or the ability to care for patients.
- 3.10** Contractor shall maintain General Liability Insurance as follows:
- |               |   |   |
|---------------|---|---|
| <b>3.10.1</b> | General aggregate                                 | \$2 million   |
| <b>3.10.2</b> | Products/completed operations aggregate           | \$1 million   |
| <b>3.10.3</b> | Personal and advertising injury                   | \$1 million   |
| <b>3.10.4</b> | Each occurrence                                   | \$1 million   |
| <b>3.10.5</b> | Automotive Liability                              | \$1 million   |
| <b>3.10.6</b> | Sexual Misconduct                                 | \$2 million<br>per claim<br>and<br>\$2 million<br>aggregate |
| <b>3.10.7</b> | Worker's Compensation and<br>Employer's Liability | \$1 million per<br>accident                                 |
- 3.11** Contractor shall immediately (within 72 hours) provide written notice to the EMS Agency Director if unable to adhere to any of the provisions set forth in this Agreement, including structural changes or relocation of the PUC.

- 3.12 Contractor shall provide a 90-day written notice to the EMS Agency Director of intent to withdraw as a designated PUC.
- 3.13 Contractor shall notify the County's Program Director within 15 days in writing of any change in status of the PUC Program Manager by submitting Ref. No. 621.2, Notification of Personnel Change Form.

#### **4.0 SPECIFIC WORK REQUIREMENTS**

##### **4.1 Policies and Procedures**

##### **4.1.1 Contractor shall develop, maintain, and implement policies and procedures that address the following:**

- 4.1.1.1 Receipt, immediate evaluation, short term management and monitoring of patients who meet PUC triage inclusion criteria.
- 4.1.1.2 Timely transfer of patients who require a higher level of care to an acute care hospital utilizing non-911 ambulance provider(s).
- 4.1.1.3 Immediate transfer of patients with emergency medical condition to the most accessible 9-1-1 receiving facility/emergency department.
- 4.1.1.4 Record keeping of EMS Report Forms.

##### **4.2 Data Requirements**

##### **4.2.1 Contractor shall submit monthly data to the EMS Agency for the following:**

- 4.2.1.1 Total number of EMS transported patients who were evaluated.
- 4.2.1.2 Total number of EMS transported patients who were treated and released.
- 4.2.1.3 Total number of EMS transported patients who were transferred to an acute care emergency department within two (2) hours or less of arrival to the PUC.
- 4.2.1.4 Total number of EMS transported patients transferred to an acute care emergency department more than two (2) hours after arrival to the PUC.
- 4.2.1.5 Total number of EMS transported patients admitted to another care facility.

- 4.2.1.6 Total number of EMS transported patients who experienced an adverse event resulting from the services provided

## 5.0 INTENTIONALLY OMITTED

## 6.0 RESPONSIBILITIES - CONTRACTOR

### 6.1 Program Manager

- 6.1.1 The Contractor's Program Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County's Program Director in writing of any change in the name or address of the Contractor's Program Manager within five (5) business days of such change.
- 6.1.2 The Contractor's Program Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with the County's Program Manager and Program Coordinator on a regular basis.

### 6.2 Personnel

- 6.2.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**
- 6.2.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.0, Administration of Agreement – Contractor, Sub-paragraph 7.5, Background & Security Investigations, of the Agreement.
- 6.2.3 EMS Liaison Officer
- 6.2.3.1 Contractor shall provide a full-time EMS Liaison Officer or designated alternate. County must have access to the EMS Liaison Officer during all hours, 365 days per year. Contractor shall provide a telephone number where the EMS Liaison Officer may be reached on a twenty-four (24) hour per day basis.
- 6.2.3.2 Contractor shall notify the County Program Director in writing of any change in the name or address of the EMS Liaison Officer within five (5) business days of such change.
- 6.2.3.3 EMS Liaison Officer shall be responsible for the Contractor's day-to-day activities as related to this Statement of Work and shall coordinate with the EMS

Agency Program Manager and Program Coordinator on a regular basis.

6.2.3.4 EMS Liaison Officer shall act as a central point of contact with the County and the EMS Agency.

6.2.3.5 EMS Liaison Officer shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. EMS Liaison Officer/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.2.3.6 Responsibilities:

6.2.3.6a Implement and ensure compliance with the PUCG standards.

6.2.3.6b Maintain direct involvement in the development, implementation, and review of PUCG policies and procedures related to receiving patients triaged by paramedics to the PUCG.

6.2.3.6c Serve as the key personnel responsible for addressing variances in the care and sentinel events as it relates to patients triaged by paramedics to the PUCG.

6.2.3.6d Serve as the contact person for the EMS Agency and be available upon request to respond to County business.

6.2.4 A physician licensed in the State of California shall be on-call at all times.

6.2.5 A registered nurse licensed in the State of California shall be on-site at all times.

6.2.6 Staffing may be augmented by licensed psychiatric nurse practitioners, licensed vocational nurses, social workers, and other mental health professionals.

6.2.7 All medical and nursing staff shall have current certification on Cardiopulmonary Resuscitation (CPR) through the American Heart Association or Red Cross.

### **6.3 ~~Uniforms/Identification Badges-Intentionally Omitted~~**

~~6.3.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform to consist of a shirt with the~~



~~company name on it. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.~~

~~6.3.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.0, Administration of Agreement—Contractor, Sub-paragraph 7.4, Contractor's Staff Identification, of the Agreement.~~

## **6.4 Equipment and Supplies**

6.4.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use equipment and supplies that are safe for the environment and safe for use by the employee.

6.4.2 Contractor shall have a dedicated telephone line to facilitate direct communication with EMS personnel.

6.4.3 Contractor shall have Reddinet® capability to communicate Contractor's real-time capacity status.

6.4.4 Contractor shall have a Public Access Device/Layperson Automated External Defibrillator onsite with staff trained on its proper use.

6.4.5 Contractor shall have an up-to-date community referral list of services and facilities available to patients.

## **6.5 Training**

6.5.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.5.2 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 OSHA standards.

## **6.6 Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance under the Agreement.

## **7.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the term of the Agreement. The Plan shall be submitted to the County's Program Coordinator

for review and approval. The Plan shall include, but may not be limited to the following:

- 6.1 Method of monitoring to ensure that Agreement requirements are being met.
- 6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

## **8.0 RESPONSIBILITIES – COUNTY**

### **8.1 Personnel**

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

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

### **8.2 Policies, Procedures, and Protocols**

- 8.2.1 Maintain policies, procedures, and protocols consistent with State and County laws, regulations, and standards to assure adequate access to mental health services.
- 8.2.2 Review and revise policies related to this Agreement approximately every three (3) years, or as-needed.

## **9.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.18, County's Quality Assurance Plan of the Agreement.

### **9.1 ~~Monthly Meetings~~ Intentionally Omitted**

### **9.2 ~~Contractor Discrepancy Report – Exhibit A-1~~ Program Monitoring**

- 9.2.1 The Contractor extends to County the right to monitor Contractor's programs and procedures with respect to this Agreement, and to

inspect its facilities for contractual compliance with State and EMS Agency policies, procedures, protocols, and regulations.

9.2.2 Verbal notification of an Agreement discrepancy will be made to the Contractor Program Manager as soon as possible whenever a discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

9.2.3 The County's Program Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days with a plan for correction of all deficiencies identified in the Contractor Discrepancy Report.

#### 9.2.4 Program Review

At a minimum, a program review shall be conducted by the EMS Agency annually to ensure compliance with State and EMS Agency policies, procedures, protocols, and regulations. The PUCG shall be given no less than ten (10) calendar days' notice in advance of a program compliance review. The PUCG's director of utilization review and director of medical records shall be permitted to participate in the review. The PUCG and its staff shall fully cooperate with EMS Agency representatives. In the conduct of the program compliance review, the PUCG shall allow EMS Agency representatives access to all reports and medical records pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing the PUCG's photocopier.

#### 9.2.4 Focus Reviews

Notwithstanding the above program reviews, the County, through EMS Agency representatives, reserves the right to conduct focus reviews due to complaints, failure to meet data requirements, or other terms of the Agreement during County's normal business hours and only after County has given the Contractor at least three (3) business days prior to written notice thereof. Business days do not include Saturdays, Sundays, or legal holidays. Prior notification need not be given to Contractor where County determines that the health and welfare of patients may be jeopardized by waiting the three-day period.

#### 9.2.5 Exit Conference for Program Reviews and Focus Reviews

An exit conference shall be held following the program compliance review or focus review by EMS Agency representatives. Results of the program compliance/focus review shall be discussed with the Contractor's Administrator or their authorized designee prior to any final written report or action by the Director, or designee, or other EMS

Agency representative. The exit conference shall be held onsite prior to the departure of the reviewers and Contractor shall be provided with an oral or written list of preliminary findings at the exit conference. A written report of the program monitoring review shall be prepared and provided to the Contractor.

### 9.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours and reserves the right to perform scheduled site visits or request additional data from the Contractor at any time. However, these personnel may not unreasonably interfere with the Contractor's performance.

### 10.0 ~~PERFORMANCE REQUIREMENTS SUMMARY INTENTIONALLY OMITTED~~

~~***A Performance Requirements Summary (PRS) Chart, Exhibit A-2, listing required services that will be monitored by the County during the term of this Agreement is an important monitoring tool for the County. This may also be called a Service Level Agreement for IT Agreements. The chart should:***~~

- ~~▪ ***reference section of the Agreement/SOW***~~
- ~~▪ ***list required services***~~
- ~~▪ ***indicate method of monitoring***~~
- ~~▪ ***indicate the deductions/fees to be assessed for each service that is not satisfactory***~~

~~10.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Agreement and the SOW and Exhibit A-2 the PRS Chart, the meaning apparent in the Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.~~

~~10.2 The Contractor is expected to perform all services described herein. The PRS Chart describes certain required services which will be monitored by the County during the term of the Agreement, and for which Contractor may be assessed financial deductions from payment if the service has not been satisfactorily provided. The PRS Chart indicates the SOW and/or Agreement section of the performance referenced (column 1); the service to be provided (column 2); the monitoring method that will be used (column 3); and the~~

deductions/fees to be assessed for services that are not satisfactory (column 4).

## **APPENDIX XXII**

### **Sobering Center Agreement**

## GENERAL INSTRUCTIONS FOR PREPARING AN AGREEMENT WHEN THERE WAS NO SOLICITATION

This document was prepared as a model to use when preparing an Agreement where a solicitation was *not* required. The major differences between this document and the RFP – Appendix A – Non Prop A Sample Agreement are:

- No sample language regarding IT projects is included.
- Exhibits to the Agreement do not include any IT forms.
- Exhibits 1 through 8 are forms that need to be completed and signed at time of contract execution. The forms have been modified to say 'Contractor' instead of 'Proposer'. These forms do not become part of the contract.

Throughout the document are instructions/comments to the Analyst that are **bolded** and in *italic*. These areas represent decision points the Analyst will need to address. Remove all instructions and fill in dates, names and addresses as necessary in the draft document.

Although the Sample Agreement includes "widows and orphans" because of page breaks, the final Agreement should have appropriate page breaks to avoid them.

### Standard Terms and Conditions

If it is determined that a particular Paragraph listed in the Standard Terms and Conditions does not apply to the services being requested, next to the number of the Paragraph, type in 'intentionally omitted'. The title of the Paragraph will be omitted.

Paragraphs with the notation (optional language) that are not applicable to the Agreement should be deleted from the document with no reference made to it in the Table of Contents or the Agreement.

### Unique Terms and Conditions

Only applicable Paragraphs should be included in the Table of Contents and in the Agreement. No reference should be made to the Paragraphs not included.

### Unique Exhibits

Only applicable exhibits should be included in the Table of Contents and in the Agreement. No reference should be made to Exhibits not included.

When preparing the Sample Agreement, refer to the document titled 'Changes to the DHS No Solicitation' to see the latest changes made to the document.

**DEPARTMENT OF HEALTH SERVICES  
SAMPLE AGREEMENT**



**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**DAVID L. MURPHY SOBERING CENTER**

**FOR**

**SOBERING CENTER SERVICES**

***DRAFT***



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- C INTENTIONALLY OMITTED
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF AGREEMENT EXECUTION
- H INTENTIONALLY OMITTED
- I SAFELY SURRENDERED BABY LAW

### **UNIQUE EXHIBITS**

***~~Include Exhibit J only if the Contractor is considered a Business Associate.~~***

- ~~J BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)~~
- ~~K MEDICAL HEALTH SCREENING *(if referenced in Sub-paragraph 7.7 — Medical  
Health Screening)*~~
- ~~L CHARITABLE CONTRIBUTIONS CERTIFICATION~~

**AGREEMENT BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
DAVID L. MURPHY SOBERING CENTER  
FOR  
SOBERING CENTER (SC) SERVICES**

This Agreement, including Exhibits, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the County of Los Angeles, hereinafter referred to as “County” and David L. Murphy Sobering Center, hereinafter referred to as “Contractor”. David L. Murphy is located at 620 Maple Ave., Los Angeles, CA, 90014.

**RECITALS**

WHEREAS, the County may contract with a facility that provides a safe, supportive environment for alcohol intoxicated individuals to become sober; and

WHEREAS, the Contractor is designated by a city or county to provide sobering services; and

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; and

WHEREAS, the Contractor is willing to accept and care for alcohol intoxicated patients in accordance with the terms and conditions which follow herein; and

WHEREAS, pursuant to the authority granted under the Emergency Medical Services and Prehospital Emergency Medical Care Personnel Act (Act) (Health and Safety Code, Section 1979, et. seq.), County maintains an Advanced Life Support (ALS) system providing services utilizing Emergency Medical Technicians-Paramedics; and

WHEREAS, County has designated its Department of Health Services (DHS) as the local Emergency Medical Services (EMS) Agency; and

WHEREAS, Contractor, by virtue of its qualifications pursuant to such selection process and its execution of this Agreement, is a County-designated Sobering Center; and

WHEREAS, the Act and related implementing regulations require commitment of Contractor administration and personnel to meet requirements for program participation as specified in EMS Agency policies, procedures, and protocols; and

WHEREAS, this Agreement is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for Sobering Center Services; and

WHEREAS, the EMS Agency has delegating authority to approve contractual agreements for the Board of Supervisors; and

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**

***When deleting standard Exhibits, it may be easier to state 'Intentionally Omitted' by an exhibit instead of re-lettering them.***

Exhibits A, B, C, D, E, F, G, H, I, J, K and L are attached to and form a part of this 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 Agreement and the Exhibits, or among Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - ~~Pricing Schedule~~ – Intentionally Omitted
- 1.3 EXHIBIT C - ~~Contractor's Schedule~~ Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Agreement Execution
- 1.8 EXHIBIT H - ~~Jury Service Ordinance~~ Intentionally Omitted
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

***~~Include Exhibit J only if the Contractor is considered a Business Associate.~~***

~~1.10 EXHIBIT J – Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)~~

~~**Exhibit K – Medical Health Screening is included if this document is required as indicated in Sub-paragraph 7.7 – Medical Health Screening**~~

~~1.11 EXHIBIT K – Medical Health Screening~~

~~**Exhibit L – Charitable Contributions Certification is required for all Social Services Department. Additionally, if the services being solicited historically receive responses from Nonprofit Agencies, this certification should also be included.**~~

~~1.12 EXHIBIT L – Charitable Contributions Certification~~

This Agreement, including the Exhibits hereto, constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

## **2.0 DEFINITIONS**

- 2.1 Ambulance Patient Offload Time (APOT):** The time interval between the arrival of an ambulance patient at the PUC and the time the patient is transferred to the PUC bed or chair or other acceptable location and the PUC assumes responsibility of care for the patient.
- 2.2 Agreement:** This contract executed between County and Contractor. It sets forth for Contractor's performance and provision of Psychiatric Urgent Care Center Services, as specified herein, including Exhibit A - Statement of Work.
- 2.3 Alternate Destination Facility:** A treatment location authorized as a psychiatric urgent care or sobering center.
- 2.4 Contractor:** A sobering center that has entered into this Agreement with the County to provide sobering services.
- 2.5 Contractor's Program Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.6 Emergency Medical Condition:** A condition or situation in which an individual has an immediate need for medical attention. The



presence of abnormal vital signs (heart rate and rhythm, respiratory rate, blood pressure – except isolated asymptomatic hypertension, oxygen saturation) are also indications of an emergency condition.

- 2.7 EMS Liaison Officer:** A qualified administrative personnel appointed by the PUCG to coordinate all activities related to receiving patients triaged by paramedics to a PUCG and designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 DHS:** County's Department of Health Services.
- 2.10 Director:** The Director of Health Services or authorized designee.
- 2.11 Emergency Medical Services (EMS) Agency:** An administrative office all within the Department of Health Services, designated by the Board of Supervisors as the local EMS Agency pursuant to Health and Safety Code Sections 1797, et. seq., for which Services are provided under the Agreement, as identified herein including Exhibit A – Statement of Work and any attachments thereto.
- 2.12 Facility's County's Program Project Director:** Person designated by the County with authority for the County on administrative matters relating to this Agreement that cannot be resolved by the Facility's Project EMS Agency Program Manager.
- 2.13 Facility's County's Program Project Manager:** Person designated by Facility's Project EMS Agency Program Director to manage the operations under this Agreement.
- 2.14 Facility's Project Monitor County's Program Coordinator:** Person with responsibility to oversee the day-to-day activities of this Agreement for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.15 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.16 Services:** Mental health services and crisis stabilization provided by the Contractor to the County pursuant to the Agreement.
- 2.17 Sobering Center:** A non-correctional facility designated by a city or county to provide a safe, supportive environment for intoxicated individuals to become sober.

- 2.20 Statement of Work:** Terms and conditions of Exhibit A – Statement of Work.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this 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 tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF AGREEMENT**

~~*Two options are provided for sub-paragraph 4.1. The first sub-paragraph would be used when the Board is executing the Agreement. The second one would be used if the Director is executing the Agreement.*~~

- ~~4.1 The term of this Agreement shall be **three** years commencing after execution by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.~~

**OR**

- 4.1** The term of this Agreement shall commence **annually** after execution by the Director as authorized by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- ~~4.2 The County shall have the sole option to extend this Agreement term for up to (spell out number) (numerical digits) additional one-year periods and six (6) month to month extensions, for a maximum total Agreement term of (spell out number) (numerical digits) years and six months. This term extension option shall be exercised at the sole discretion of the (Board of Supervisors or Director or designee as authorized by the Board of Supervisors).~~
- 4.3** 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.

- 4.4 The Contractor shall notify DHS when this 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 the DHS at the address herein provided in Exhibit E - County's Administration.

## **5.0—INTENTIONALLY OMITTED**

- 5.1 ~~Indicate the Agreement sum or reference the applicable exhibit that includes the Pricing Schedule.~~

- 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.~~

~~Sub-paragraph 5.3 would only be included if there is a contract maximum obligation.~~

- 5.3 ~~The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy five percent (75%) of the total Agreement Sum under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Exhibit E—County's Administration.~~

### **5.4—No Payment for Services Provided Following Expiration/Termination of 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 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 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 Agreement.~~

## ~~5.5 Invoices and Payments~~

~~5.5.1 The Contractor shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A – Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibit B – Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.~~

~~5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Pricing Schedule.~~

~~5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A – Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.~~

~~5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.~~

~~5.5.5 All invoices under this Agreement shall be submitted in two (2) copies to the following address:~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

~~Attn: \_\_\_\_\_~~

## ~~5.5.6 County Approval of Invoices~~

~~All invoices submitted by the Contractor for payment must have the written approval of the Facility'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.~~

#### **5.5.7 ~~Local Small Business Enterprises – Prompt Payment Program (if applicable)~~**

~~Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.~~

#### **5.6 ~~Cost of Living Adjustments (COLA's)~~**

***~~COLA's are not required, they are only included if the Department makes the determination to add them. If they are to be included in the Agreement, the following language should be added:~~***

~~If requested by the Contractor, the Agreement's (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased annually based on the most recently published percentage change 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 Area for the 12-month period preceding the 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. Further, before any COLA increase shall take effect and become part of this Agreement, it shall require a written amendment to this Agreement first, that has been formally approved and executed by the parties, in accordance with Sub-paragraph 8.1 – Amendments.~~

#### **5.7 ~~Maximum Obligation of County (if applicable)~~**

***~~According to Board Policy 5.120:~~***

- ~~▪ CEO review and approval is required for clauses in proposed Agreements which delegate to department heads the authority to approve stipulated percentage increases of up to 10 percent in Board-approved contract amounts.~~***
- ~~▪ If the department requests delegated authority to increase a Board-approved agreement in excess of 10% of the total agreement amount, the department must provide a detailed justification and advance written notice to the Board of Supervisors, with a copy to the CEO. Board Policy requires~~***

~~**the notification to be two weeks in advance of the targeted Board agenda.**~~

~~5.7.1 The annual Maximum Obligation of the County for all services provided hereunder shall not exceed \_\_\_\_\_, effective \_\_\_\_\_.~~

~~5.7.2 During the term of this Agreement, the Director, or authorized designee, may amend Exhibit B — Pricing Schedule (**state reason why the Director would increase the amount**) and may increase the maximum obligation by no more than \_\_\_\_\_ of the annual maximum obligation.~~

~~**5.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**~~

~~5.8.1 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).~~

~~5.8.2 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.~~

~~5.8.3 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.~~

~~5.8.4 At any time during the duration of the 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.~~

~~Ensure the titles listed to administer the Agreement for both the Contractor and County are consistent throughout the Agreement, Statement of Work, and Exhibits listing the administration of the Agreement. The role of each person is defined in more detail in the following Paragraphs.~~

## **6.0 ADMINISTRATION OF AGREEMENT - COUNTY**

The Director for the Los Angeles County Emergency Medical Services (EMS) Agency shall have the authority to administer this Agreement on behalf of the County. The EMS Agency retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following Sub-paragraphs is designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 ~~Facility's Project~~ County's Program Director**

The responsibilities of the County's Program Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to EMS Agency policy on SC, information requirements and data requirements.

### **6.2 ~~Facility's Project~~ County's Program Manager**

6.2.1 The responsibilities of the County's Program Manager include:

- meeting with the EMS Liaison ~~Contractor's Project Manager~~ during annual site visits; and
- monitoring quality improvement and data requirements ~~inspecting any and all tasks, deliverables, goods, services, or other work~~ provided by or on behalf of the Contractor.

6.2.2 The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

### **6.3 ~~Facility's Project Monitor~~ County's Program Coordinator**

The ~~Facility's Project Monitor~~ County's Program Coordinator is responsible for overseeing the ~~day-to-day~~ administration of this Agreement. The ~~Facility's Project Monitor~~ County's Program

Coordinator reports to the ~~Facility's Project~~ County's Program Manager.

## **7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR**

### **7.1 Contractor's Program Manager**

7.1.1 The Contractor's Program Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Program Manager within five (5) business days of such change.

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

### **7.2 Contractor's Authorized Officials**

7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit F – Contractor's Administration. The Contractor shall notify the County in writing of any change in the name(s) or address(es) 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 Agreement on behalf of the Contractor.

### **7.3 Leadership and Staffing Requirements**

#### **7.3.1 EMS Liaison Officer**

7.3.1.1 Contractor shall provide a full-time EMS Liaison or designated alternate. County must have access to the EMS Liaison during all hours, 365 days per year. Contractor shall provide a telephone number where the EMS Liaison may be reached on a twenty-four (24) hour per day basis.

7.3.1.2 EMS Liaison shall act as a central point of contact with the County.

7.3.1.3 EMS Liaison shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Project



Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

7.3.1.4 Responsibilities:

7.3.1.4a Implement and ensure compliance with the SC standards.

7.3.1.4b Maintain direct involvement in the development, implementation, and review of SC policies and procedures related to receiving patients triaged by paramedics to the SC.

7.3.1.4c Serve as the key personnel responsible for addressing variances in the care and sentinel events as it relates to patients triaged by paramedics to the SC.

7.3.1.4d Serve as the contact person for the EMS Agency and be available upon request to respond to County business.

7.3.2 A physician licensed in the State of California shall be on-call at all times.

7.3.3 A registered nurse licensed in the State of California shall be on-site at all times.

7.3.4 Staffing may be augmented by licensed psychiatric nurse practitioners, licensed vocational nurses, social workers, and other mental health professionals.

7.3.5 All medical and nursing staff shall have current certification on Cardiopulmonary Resuscitation (CPR) through the American Heart Association or Red Cross.

**~~7.4 Approval of Contractor's Staff Intentionally Omitted~~**

~~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**

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

#### **7.5 Policies and Procedures**

~~7.5.1 Develop, maintain, and implement policies and procedures that address the following:~~

~~7.5.1.1 Receipt, immediate evaluation, short term management, and monitoring of patients who meet SC triage inclusion criteria.~~

~~7.5.1.2 Timely transfer of patients who require higher level of care to an acute care hospital utilizing non-911 ambulance providers.~~

~~7.5.1.3 Immediate transfer of patients with emergency medical condition to the most accessible 911 receiving facility/emergency department.~~

~~7.5.1.4 Record keeping of EMS Report Forms.~~

#### **7.6 Data Requirements**

~~7.6.1 Submit monthly data to the EMS Agency for the following:~~

~~7.6.1.1 Total number of EMS transported patients who were evaluated.~~

~~7.6.1.2 Total number of EMS transported patients who were treated and release.~~

~~7.6.1.3 Total number of EMS transported patients who were transferred to an acute care emergency department within six (6) hours or less of arrival to the SC.~~

~~7.6.1.4 Total number of EMS transported patients transferred to an acute care emergency department after six (6) hours of arrival to the SC.~~

~~7.6.1.5 Total number of EMS transported patients admitted to another care facility.~~

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~~7.6.1.6 Total number of EMS transported patients who experienced an adverse event resulting from the services provided.~~

**~~AND/OR~~**

**~~Use the following Paragraphs if County is responsible for providing identification badges to the Contractor's employees.~~**

**~~If both the Contractor ID Badge and County ID Badge are required, use all five statements for this sub-paragraphs.~~**

~~7.4.1 All of the Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.~~

~~7.4.2 The Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. The Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.~~

~~7.4.3 The Contractor shall notify the County within one (1) business day when staff is terminated from working under this Agreement. The Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.~~

~~7.4.4 If the County requests the removal of the Contractor's staff, the Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Agreement.~~

~~7.5 Background and Security Investigations ???~~ probably don't need

**~~Two options are provided for this Sub-paragraph.~~**

**~~Agreement language Option 1 -- When a Live Scan fingerprint clearance is required.~~**

~~7.5.1 All Contractor staff performing work under this 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 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 Agreement at any time during the term of this 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 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 Agreement.~~

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**OR**

***Agreement language Option 2 - When a background clearance may be required.***

~~7.5.1 At the discretion of the County, all Contractor staff performing work under this Agreement may be required to undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this 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 Agreement at any time during the term of this 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 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 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 Agreement.~~

## **7.7 Confidentiality**

***The following language should be used when Department requires only the Contractor to sign one form indicating their sole responsibility for their employees and non-employees.***

7.7.1 The Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, the 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.

7.7.2 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 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 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 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.

7.7.3 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.

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

7.7.5 The Contractor shall sign and adhere to the provisions of the Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement on behalf of itself and all employees, agents, subcontractors, and other persons who may provide work on behalf of Contractor under this Agreement.

**-OR -**

**~~The following language should be used when each Contractor employee and non-employee is required to sign a Confidentiality Agreement.~~**

~~7.6.1 The Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, the 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, the 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 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 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 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 Agreement.~~

~~7.6.5 The Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the provisions of the Exhibit G2 Contractor Employee Acknowledgment and Confidentiality Agreement.~~

~~7.6.6 The Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the Exhibit G3 Contractor Non-Employee Acknowledgment and Confidentiality Agreement.~~

**7.8 ~~Medical Health Screening (optional language) This language is usually included when the Contractor's employees are working in or at a Facility and are 'in processed' by the Facility.~~ Intentionally Omitted**

~~— The Contractor shall ensure that all of its staff providing services and/or entering a DHS Facility, under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Exhibit K Medical Health Screening. The cost of the Medical Health Screening shall be at the expense of the Contractor.~~

**7.9 Staff Performance under the Influence (optional language)**

The Contractor shall not knowingly permit any employee to perform services under this 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**

***The authority to execute Amendments varies between types of Agreements.***

8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this 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 Agreement during the term of this 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 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 or designee, may at its sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the 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 Agreement to conform to changes in federal or state law or regulation, during the term of this 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 Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the 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 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 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 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 Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this 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 Agreement which may result in the termination of this 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 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 Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 ~~BUDGET REDUCTIONS INTENTIONALLY OMITTED~~**

~~In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of the County employees and imposes similar reductions with respect to the County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.~~

**8.5     ~~CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER  
COVERED TRANSACTIONS (2 C.F.R. PART 376)  
INTENTIONALLY OMITTED~~**

~~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 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 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 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 Agreement upon which the County may immediately terminate or suspend this Agreement.~~

**8.6     COMPLAINTS INTENTIONALLY OMITTED**

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

- ~~8.6.1 Within sixty (60) business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.~~
- ~~8.6.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.~~
- ~~8.6.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within (spell out number) (numerical digits) business days for the County approval.~~
- ~~8.6.4 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.~~
- ~~8.6.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Program Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.~~
- ~~8.6.6 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.~~
- ~~8.6.7 Copies of all written responses shall be sent to the Facility's Project Program Manager within fifteen (15) business days of mailing to the complainant.~~

## **8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS**

- 8.7.1 In the performance of this 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 Agreement are incorporated herein by reference.

8.7.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and 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 8.7 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.

***~~Include 8.7.3 only if Contractor staff is performing services at the facility on a regular or full-time basis.~~***

**~~8.7.3 Facilities' Rules and Regulations~~**

~~During the time that the Contractor's agents, employees, or subcontractors are at a Facility, the Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to the Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this Agreement, shall furnish the Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of the Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. The Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder~~

~~upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.~~

## **8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS**

- 8.8.1 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 Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.2 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.
- 8.8.3 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.

- 8.8.4 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.
- 8.8.5 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 Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this 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 Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this 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 Agreement.

**~~Include sub-paragraph 8.8.9 only if Contractor is performing Patient Care Services either at DHS sites or off site.~~**

#### **8.8.9 Anti-discrimination 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 a facility; 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 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.

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

### **8.9 ~~COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM INTENTIONALLY OMITTED~~**

#### **~~8.9.1 Jury Service Program:~~**

~~This 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 H and incorporated by reference into and made a part of this Agreement.~~

#### **~~8.9.2 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 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 this 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 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the 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.~~

## **8.10 CONFLICT OF INTEREST**

8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, 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 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.

8.10.2 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 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 shall be a material breach of this Agreement.

### **8.11 ~~CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR ARE ON A COUNTY RE-EMPLOYMENT LIST INTENTIONALLY OMITTED~~**

~~Should the Contractor require additional or replacement personnel after the effective date of this 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 Agreement.~~

### **8.12 ~~CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS~~**

~~8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) 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/GROW participants by job category to the Contractor. The Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [bservices@wdacs.lacounty.gov](mailto:bservices@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.~~

~~8.12.2 In the event that both laid off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.~~

### **8.13 ~~CONTRACTOR RESPONSIBILITY AND DEBARMENT~~**

#### **8.13.1 ~~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 contract. It is the County's policy to conduct business only with responsible Contractors.

#### **8.13.2 ~~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 the contract, 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

#### **8.13.3 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.

#### **8.13.4 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.

#### **8.13.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County Contractors.

#### **8.14 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/safe-surrender/>.

#### **8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM**

8.15.1 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 of the aforementioned parties' mandatory exclusion 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.

8.15.2 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.

8.15.3 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 Agreement.

#### **8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.16.1 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.

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this 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 Agreement maintain in 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).

#### **8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

8.17.1 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.

- 8.17.2 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 Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

## **8.18 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will monitor the Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. The Contractor deficiencies which the County determines are significant or continuing and that may place performance of the 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 Agreement or impose other penalties as specified in this Agreement.

## **8.19 ~~DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS INTENTIONALLY OMITTED~~**

- ~~8.19.1 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.~~
- ~~8.19.2 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.~~
- ~~8.19.3 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.~~



## **8.20 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.20.1 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 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.
- 8.20.2 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 Agreement.

## **8.21 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.

## **8.22 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.

## 8.23 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 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.

~~***Use either Force Majeure OR Contractor Performance During Civil Unrest or Disaster. Force Majeure would be used when the services being provided by this Agreement do not affect Patient Care Services or other critical health care services. Contractor Performance during Civil Unrest or Disaster would be used when the services are essential to Patient Care Services or other critical health care services.***~~

## 8.24 FORCE MAJEURE

8.24.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").

8.24.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable 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, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.24.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

**OR**

**~~8.24 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 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 Agreement.~~

**8.25 GOVERNING LAW, JURISDICTION, AND VENUE**

This 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 Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

- 8.26.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and,

as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

- 8.26.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. The Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that the County has not undertaken any responsibility for compliance on the Contractor's behalf. The Contractor has not relied, and will not in any way rely, on the County for legal advice or other representations with respect to the Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 8.26.3 The Contractor and the County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.
- 8.26.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

***Use the following language for a Business Associate:***

~~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 J in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit J – Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).~~

~~8.26.1 The Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by the Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, the Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.~~

~~8.26.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, the Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. The Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.~~

~~8.26.3 Additionally, in the event of such inadvertent access, the Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, the Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with the Contractor's or its officers', employees', or agents', access to patient medical records/patient information. The Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.~~

## **8.27 INDEPENDENT CONTRACTOR STATUS**

8.27.1 This 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.

8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this 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 the 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 the 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 8.30.3 – Workers' Compensation and Employers' Liability.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this 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 Agreement.

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

## **8.28 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 Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting the Contractor's indemnification of the County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Sub-paragraphs 8.29 and Sub-paragraph 8.30 – Insurance Coverage of this 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 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 Agreement.

### **8.29.1 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 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 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 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:

[cgcontractorinsurance@dhs.lacounty.gov](mailto:cgcontractorinsurance@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 Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

#### **8.29.2 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.

#### **8.29.3 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 the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

#### **8.29.4 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 the Agreement, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this 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 the Contractor reimbursement.

#### **8.29.5 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.

#### **8.29.6 Contractor's Insurance Shall Be Primary**

The Contractor's insurance policies, with respect to any claims related to this 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.

#### **8.29.7 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 Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.29.8 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.

#### **8.29.9 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.

#### **8.29.10 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 Agreement. The Contractor understands and agrees it shall maintain such coverage for

a period of not less than three (3) years following Agreement expiration, termination or cancellation.

#### **8.29.11 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.

#### **8.29.12 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.

#### **8.29.13 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.

#### **8.29.14 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.

### **8.30 INSURANCE COVERAGE**

**8.30.1 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:

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

**8.30.2 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 Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.30.3 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.

**8.30.4 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 coverage is required for medical and legal Contractors, as well as Contractors in non-traditional professions including, but not limited to accountants, appraisers, architects, billers, computer programmers, engineers, interpreters, staffing/ temporary services agencies, and consultants. NOTE: A minimum \$3**~~

~~million aggregate limit is recommended for medical and legal service providers.~~

~~\*—Professional Liability/Errors and Omissions~~

~~Insurance covering the Contractor's liability arising from or related to this 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 Agreement's expiration, termination or cancellation.~~

~~**Property Coverage provides protection against losses due to perils such as fire, vandalism, theft, and water damage, and is only required when a Contractor takes custody of County owned or leased property (for example, Contractor occupies a County building, or is given County computers to use at non-County locations, such as the Contractor's business premises).**~~

~~\*—Property Coverage~~

~~The Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on the Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.~~

~~**Crime Coverage is only required when the contracted services involve pick up, carry, guard or otherwise handle County money and securities (ex. cash, checks, warrants, bonds, vouchers), or other highly valued County property (ex. property to be auctioned).**~~

~~\*—Crime Coverage~~

~~A Fidelity Bond or Crime Insurance policy with limits of not less than \$ [insert Dept. estimate of the probable maximum loss exposure] per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the County to the Contractor, and apply to all of the~~

~~Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.~~

~~**Contact the CEO, Risk Management Branch – Risk Transfer Unit/Insurance Compliance at [insurancecompliance@ceo.lacounty.gov](mailto:insurancecompliance@ceo.lacounty.gov) for assistance to determine when to include Technology Errors & Omissions Insurance and Privacy/Network Security (Cyber) Liability.**~~

~~▪ **Technology Errors & Omissions Insurance**~~

~~Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of 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.~~

~~▪ **Cyber Liability Insurance**~~

~~The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$\_\_\_\_\_ [insert applicable limit] per occurrence and in the aggregate during the term of the Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and~~

~~omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Agreement. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy~~

~~**Miscellaneous Coverage for one or more of these specialized types of insurance coverage(s) may also be required for contracted services involving unique services and/or risk exposures such as property renovations, vehicle maintenance and repair, aircraft, pollutants, watercraft, rail operations, etc. Contact the CEO, Risk Management Branch – Risk Transfer Unit/Insurance Compliance at [insurancecompliance@ceo.lacounty.gov](mailto:insurancecompliance@ceo.lacounty.gov) staff for assistance.**~~

~~**\*—Miscellaneous Coverage**~~

~~Garage, Builder's Risk, Installation Floater, Owners and Contractors Protective Liability, Pollution (Environmental) Liability, Asbestos Liability, Railroad Protective Liability, Earthquake, Flood, Terrorism, Motor Truck Cargo Liability, Equipment Breakdown, Aircraft Liability, Marine Protection and Indemnity, Fine Art, Fiduciary.~~

**8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES**

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

***Discuss applicability of including this paragraph with Management.***

## **~~8.32 LIQUIDATED DAMAGES INTENTIONALLY OMITTED~~**

- ~~8.32.1 If, in the judgment of the Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, at its option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or designee, in a written notice describing the reasons for said action.~~
- ~~8.32.2 If the Director, or designee, determines that there are deficiencies in the performance of this Agreement that the Director, or designee, deems are correctable by the Contractor over a certain time span, the Director, or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) **(this amount is determined by type of Agreement)** per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix —, Technical Exhibit —, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the~~



~~County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.~~

~~8.32.3 The action noted in Sub-paragraph 8.32.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.~~

~~8.32.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Sub-paragraph 8.32.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.~~

***Do not include Most Favored Public Entity Paragraph if it is a cost reimbursement or fixed price deliverable Agreement.***

### ~~8.33 MOST FAVORED PUBLIC ENTITY INTENTIONALLY OMITTED~~

~~If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to the County.~~

### ~~8.34 NON EXCLUSIVITY INTENTIONALLY OMITTED~~

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

### **8.35 NOTICE OF DELAYS**

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

### **8.36 NOTICE OF DISPUTES**

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

#### **8.37 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.

#### **8.38 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 I provides a link to the County's website where the Contractor can access posters and other campaign material.

#### **8.39 NOTICES**

All notices or demands required or permitted to be given or made under this 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 E - County's Administration and Exhibit F - Contractor's Administration. Contact information may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

**Electronic Notice:** In addition, and in lieu of written notification, the Director, or designee, shall have the authority to issue any notice to the Contractor electronically via e-mail at the designated email addresses identified in Exhibit F – Facility's Administration. This includes all notices or demands required or permitted by the County under this Agreement.

#### **8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this 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.

#### **8.41 PUBLIC RECORDS ACT**

8.41.1 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 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this 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 6250 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.

8.41.2 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 a proposal 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.

#### **8.42 PUBLICITY**

8.42.1 The Contractor shall not disclose any details in connection with this 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 Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this 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.

8.42.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Subparagraph 8.42 shall apply.

#### **8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

~~***There are 2 choices for record retention. Any Agreement that involved the provision of clinical services by the contractor (e.g. Community Partners, registry contracts, radiology and lab services agreements) the books and records related to those services should be retained and made available for 10 years after the date the service was rendered. For all other types of Agreements (e.g. pharmaceuticals, equipment maintenance, dietary services) the records can be maintained for 5 years.***~~

8.43.1 The Contractor shall submit copies of all records and logs pertaining to the care of patients and personnel involved in the care of patients seeking mental health services and/or crisis stabilization upon request by the County. The County shall comply with all applicable State and Federal laws relating to confidentiality and shall maintain the confidentiality of all records and logs submitted in compliance with this subparagraph.

8.43.2 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 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 Agreement and for a period of [five (5) or ten (10)] 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.~~

~~8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this 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 Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).~~

8.43.3 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

~~8.43.5 If, at any time during the term of this Agreement or within [five (5) or ten (10)] years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this 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 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 Agreement~~

~~exceed the funds appropriated by the County for the purpose of this Agreement.~~

**~~Sub-paragraphs 8.43.6 and 8.43.7 apply if the Agreement is with a Medical Provider providing patient care services at Contractor's Office.~~**

#### ~~8.43.6 Patient Records~~

~~———— The Contractor shall prepare all appropriate medical records for County patients receiving services hereunder. If a County patient receives services from the Contractor at the Contractor's private office, then the Contractor shall also maintain such records on any such patient. Such records all include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Agreement. All patient records for patients seen in the Contractor's office shall be retained by the Contractor for a period of ten (10) years following the expiration or earlier termination of this Agreement, unless otherwise required under State law. During such ten (10) year period, as well as during the term of this Agreement, all such records shall be retained by the Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days prior written notice to authorized representatives of the County designated by the Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.~~

#### ~~8.43.4 Audit/Compliance Review~~

~~In the event the County representatives conduct an audit/ compliance review of the Contractor, the Contractor shall fully cooperate with the County's representatives. The Contractor shall allow County representatives access to all medical records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing the Contractor's photocopier. Director shall provide the Contractor with at least ten (10) working days prior written notice of any audit/compliance review.~~

~~An exit conference shall be held following the performance of any such audit/ compliance review at which time the results shall be discussed with the Contractor. The Contractor shall be provided with a copy of any resultant written evaluation report(s).~~

The Contractor shall have the opportunity to review the County's findings for the Contractor, and the Contractor shall have thirty (30) calendar days after receipt of the County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of the County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to the Contractor for all claims paid during the audit/ compliance review period to determine the Contractor's liability to the County.

#### **8.44 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 Agreement.

#### **8.45 RESTRICTIONS ON LOBBYING**

If any Federal funds are to be used to pay for the Contractor's services under this 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 Agreement also fully complies with all such certification and disclosure requirements.

#### **8.46 SUBCONTRACTING INTENTIONALLY OMITTED**

8.46.1 The requirements of this 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 Agreement.

8.46.2 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.
- 8.46.3 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 the Contractor employees.
- 8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.46.5 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 Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.46.6 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 its files.
- 8.46.7 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.
- 8.46.8 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:

[cgcontractorinsurance@dhs.lacounty.gov](mailto:cgcontractorinsurance@dhs.lacounty.gov)

before any subcontractor employee may perform any work hereunder.

## **8.47 SURVIVAL**

***(Verify the number and titles of the paragraphs listed. Only include the HIPAA exhibit if it is applicable.)***



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 Sub-paragraphs and/or Exhibits shall survive any termination or expiration of this Agreement:

~~Sub-paragraph 5.4 – No Payment for Services Provided Following Expiration/Termination of Agreement~~

Sub-paragraph 7.7 - Confidentiality

Sub-paragraph 8.7 - Compliance with Applicable Laws, Rules and Regulations

Sub-paragraph 8.25 - Governing Law, Jurisdiction, and Venue

Sub-paragraph 8.28 - Indemnification

Sub-paragraph 8.29 - General Provisions for all Insurance Coverage

Sub-paragraph 8.30 - Insurance Coverage

Sub-paragraph 8.43 - Record Retention and Program Compliance

Sub-paragraph 8.47 – Survival

Sub-paragraph 8.64 - Prohibition from Participation in Future Solicitation(s)

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

#### **8.48 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 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Sub-paragraph

8.51 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

#### **8.49 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 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

#### **8.50 TERMINATION FOR CONVENIENCE**

8.50.1 This Agreement may be terminated, in whole or in part, from time to time, 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.

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

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement.

#### **8.51 TERMINATION FOR DEFAULT**

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

- Contractor has materially breached a requirement under this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this 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.

8.51.2 In the event the County intends to terminate this Agreement in accordance with Paragraph 8.51, the County shall give thirty (30) days' notice to the Contractor that it is in material breach and/or anticipatory breach of the Agreement. In the notice of intended termination, the Director shall set forth the facts underlying its claim that the Contractor is in material breach and/or anticipatory breach. Remedy of the breach or convincing progress towards a cure within twenty (20) days (or such longer period as the County may authorize in writing) of receipt of said notice shall revive the Agreement in effect for the remaining term.

8.51.3 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.51.1, 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 Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.51.4 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 8.51.2 if its failure to perform this 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, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.51.5 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.51, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.51, or that the default was excusable under the provisions of Sub-paragraph 8.51.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.50 - Termination for Convenience.
- 8.51.6 The rights and remedies of the County provided in this Sub-paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **8.52 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.52.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this 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 Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this 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.

8.52.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

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

### **8.53 TERMINATION FOR INSOLVENCY**

8.53.1 The County may terminate this 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.

8.53.2 The rights and remedies of the County provided in this Subparagraph 8.53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### **8.54 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 Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

#### **8.55 ~~TERMINATION FOR NON-APPROPRIATION OF FUNDS INTENTIONALLY OMITTED~~**

~~Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this 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.~~

#### **8.56 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.

#### **8.57 ~~UNLAWFUL SOLICITATION INTENTIONALLY OMITTED~~**

~~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.~~

#### **8.58 VALIDITY**

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

#### **8.59 WAIVER**

No waiver by the County of any breach of any provision of this 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 Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.59 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **8.60 WARRANTY AGAINST CONTINGENT FEES**

8.60.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this 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.

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

#### **8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

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

8.61.2 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 Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.61.3 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 Agreement.

## **8.62 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

## **8.63 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.

## **8.64 ~~PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)~~ INTENTIONALLY OMITTED**

~~A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.~~



## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 DUE PROCESS**

9.1.1 Notice of Proposed Adverse Action: In all cases in which the EMS Agency has the authority to, and pursuant to this authority, take any of the actions constituting grounds for a hearing set for in Paragraph 9.1.2, Contractor shall promptly be given written notice of specific charges and factual basis upon which the EMS Agency action is based. The Director of the EMS Agency may implement an interim order of suspension pending the exhaustion of Contractor's due process right provided herein. Contractor shall be afforded its due process right to a hearing before implementation of any of the actions which constitute grounds for a hearing. Contractor shall have thirty (30) calendar days following receipt of such notice within which to file with Director a written request for hearing before the EMS Commission (EMSC).

9.1.2 Ground for Hearing: Any one or more of the following actions constitute grounds for a hearing before the EMSC hearing:

9.1.2.1 Suspension

9.1.2.2 Suspension with intent to terminate

9.1.2.3 Termination for cause

9.1.3 Suspension or Suspension with Intent to Terminate: In the case of suspensions or suspensions with intent to terminate, Contractor, at its election, shall have the right to request Director in writing to reconsider the suspension action. Director shall act on this request for reconsideration within ten (10) calendar days after the receipt of the reconsideration request. Contractor shall be given the opportunity to meet with Director. The meeting shall not be a full hearing but is intended to identify the alleged basis for the action.

Within in ten (10) calendar days following the meeting with Director, Director shall issue to Contractor a written recommendation regarding the suspension. The Director may recommend that the suspension be continued for a particular time or upon particular conditions, that Contractor's agreement be terminated, that other conditions be imposed on Contractor, that the suspension is not warranted and abate the Notice of Proposed Adverse Action or take such other action as may be deemed warranted. If Director recommends

any action other than immediate return of Contractor to unsuspended status, Contractor may request a hearing on the suspension before the EMSC, as provided in this Paragraph. Such request shall be delivered within five (5) calendar days after the Director's delivery of written recommendation to Contractor.

- 9.1.4 Time and Place of Hearing: Director shall, within fifteen (15) calendar days of receipt of a Contractor's request for hearing as set forth above, apply to the EMSC for such hearing. Director shall give notice to Contractor of the time, place, and date of the hearing in accordance with EMSC rules and procedures. The date of commencement of the hearing shall be no less than thirty (30) calendar days, nor more than ninety (90) calendar days from the receipt of the request for hearing, subject to the convenience of the EMSC. However, if the request is received from Contractor when under a suspension then in effect, Director shall attempt to arrange a hearing before the EMSC as soon as possible. In situations involving a suspension, Director shall use their best efforts to schedule a hearing within forty-five (45) calendar days of receipt of a request for hearing.
- 9.1.5 Notice of Charges: As part of, or together with the notice of hearing, Director shall state in writing, in concise language, the acts or omissions with which Contractor is charged or reasons for substantial operational change or restructuring. If either party, by written notice, requests a list of individuals who will appear on behalf of the other, then each party within ten (10) calendar days of such request shall furnish to the other a list, in writing, of the names and addresses of the individuals, so far as is then reasonably known, who will give testimony or evidence in support of that party at the hearing.
- 9.1.6 Hearing Procedure: At the hearing, subject to the rules of EMSC, both sides shall have the following rights: to call and examine witnesses, to introduce exhibits, and to rebut any evidence. The EMSC may question witnesses.
- 9.1.7 Memorandum of Points and Authorities: Subject to the rules of EMSC, each party shall have the right to submit to the EMSC a memorandum of points and authorities.
- 9.1.8 Basis of Decision: Subject to the rules of the EMSC, the EMSC decision on a hearing under this Agreement shall be based upon the evidence produced at the hearing. The evidence may consist of the following:

- 9.1.8.1 Oral testimony of the parties' representatives;
  - 9.1.8.2 Documentary evidence introduced at the hearing;
  - 9.1.8.3 Briefs or memoranda of points and authorities presented in connection with the hearing;
  - 9.1.8.4 Policies and procedures of the EMS Agency; and
  - 9.1.8.5 All officially noticed matters.
- 9.1.9 Record of Hearing: The parties understand that the EMSC maintains a record of hearings by one or more of the following methods: a shorthand reporter, an audio or disc recording, or by its clerk's minutes of the proceedings. If a shorthand reporter is specifically requested in writing by the Contractor or Director, the costs of same shall be borne by such party. The parties understand that the EMSC may, but shall not be required to, order that oral evidence shall be taken only by oath or affirmation administered by any person designated by such body and entitled to notarize documents in the State of California.
- 9.1.10 Decision of the EMSC: The decision of the EMSC shall be effective and binding on the parties to the extent permitted and prescribed in County Code Section 3.20.070 B.

## **9.2 RESPONSIBILITY FOR INDIGENT PATIENTS**

Nothing contained in this Agreement is intended nor shall it be construed to affect either party's existing rights, obligations, and responsibilities with respect to care required by or provided to indigent patients.

~~9.2.1 The Contractor staff working on this 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.~~

~~9.2.2 The Contractor staff working on this 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 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.~~

- ~~9.2.3 The Contractor staff's failure to report as required is considered a breach of this 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.~~

~~**Paragraph 9.3 Contractor's Charitable Activities Compliance is required for all Social Services Departments. Additionally, if the services being solicited historically receive responses from Nonprofit Agencies, this provision should also be included. Do not include this sub-paragraph in the final Agreement unless it is applicable.**~~

### ~~**9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE INTENTIONALLY OMITTED**~~

- ~~9.3.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring the Contractors to complete Exhibit L Charitable Contributions Certification, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers.~~
- ~~9.3.2 The Contractor shall be listed in good standing and is required to **annually** renew its registry with the Attorney General's Registry of Charitable Trusts.~~
- ~~9.3.3 A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)~~

**SAMPLE SIGNATURE PAGE WHEN BOARD OF SUPERVISORS  
IS EXECUTING**

IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA (*insert name of current Executive Officer*)

Executive Officer

Clerk of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA (*insert name of current County Counsel*)

County Counsel

By \_\_\_\_\_  
(Insert Title of Deputy)

**SAMPLE SIGNATURE PAGE WHEN DIRECTOR IS SIGNING AND  
COUNTY COUNSEL'S SIGNATURE IS REQUIRED**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services and Contractor has caused this Agreement to be executed in 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

\_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM:  
RODRIGO A. CASTRO-SILVA (*insert name of current County Counsel*)  
County Counsel

By \_\_\_\_\_  
(Insert Title of Deputy)

## **APPENDIX XXIII**

### **Sobering Center Scope of Work**

**ATTACHMENT I**

**STATEMENT OF WORK**

**TRIAGE TO ALTERNATE DESTINATION  
FACILITY – SOBERING CENTER**



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# ATTACHMENT I

## STATEMENT OF WORK (SOW)

### 1.0 SCOPE OF AGREEMENT

This scope of this Agreement seeks to establish a contractual relationship between the County and Contractor for the designation, operation, and utilization of Sobering Centers (SC) to provide a safe, supportive, environment for mostly uninsured, homeless, or marginally housed publicly intoxicated individuals to become sober. SCs allow for an individual who is intoxicated and nonviolent to safely recover from the debilitating effects of alcohol. Individuals arriving to an SC by emergency medical services (EMS) are to be medically cleared to receive services, such as a secured environment, monitoring for the negative effects of intoxication, and screening for mental health conditions. Sobering Centers are anticipated to reduce the number of inappropriate ambulance transports to hospital emergency departments and the number of individuals detained in jail cells for disorderly or public intoxication offenses.

### 2.0 DEFINITIONS

- 2.1 Ambulance Patient Offload Time (APOT):** The interval of time between an ambulance patient's arrival at the SC and the patient's transfer to the SC bed or chair, or other acceptable location at which the SC assumes responsibility for patient care.
- 2.2 Contractor:** A SC that has entered into this Agreement with the County to provide short-term care for individuals recovering from alcohol intoxication pursuant to the requirements and responsibilities identified in this Exhibit A – Statement of Work.
- 2.3 Contractor Program Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.4 DHS:** County's Department of Health Services.
- 2.5 Director:** The Director of Health Services or authorized designee.
- 2.6 Emergency Medical Condition:** A condition or situation in which an individual has an immediate need for medical attention. The presence of abnormal vital signs (heart rate and rhythm, respiratory rate, blood pressure – except isolated asymptomatic hypertension, oxygen saturation) are also indications of an emergency condition.

- 2.7 Emergency Medical Services Agency (EMS Agency):** An administrative office within the Department of Health Services, designated by the Board of Supervisors as the local EMS Agency pursuant to Health and Safety Code Sections 1797, *et. seq.*, for which Services are provided under this Agreement, and any exhibits and attachments thereto.
- 2.8 County's Program Director:** Person designated by the County with authority for the County on administrative matters relating to this Agreement that cannot be resolved by the County's Program Manager.
- 2.9 County's Program Manager:** Person designated by County's Program Director to manage the operations under this Agreement.
- 2.10 County's Program Coordinator:** Person with responsibility to oversee the day-to-day activities of this Agreement, and monitor all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.11 EMS Liaison Officer:** A qualified administrative personnel appointed by the SC to coordinate all activities related to receiving patients triaged by paramedics to a SC and designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.12 Sobering Center (SC):** A non-correctional facility designated by a city or county to provide a safe, supportive environment for intoxicated individuals to become sober.
- 2.13 Emergency medical services (EMS):** The services utilized in responding to a medical condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agent.
- 2.14 EMS Agency Director:** The Director of the Los Angeles County EMS Agency, or authorized designee.
- 2.15 EMS Report Forms:** Medical, legal, and data collection document completed by EMS Providers for every patient contact.

### **3.0 GENERAL REQUIREMENTS**

- 3.1** Contractor must be designated by a city or county to provide a safe, supportive environment for intoxicated individuals to become sober.
- 3.2** Contractor must be designated by the EMS Agency as a SC approved to accept EMS transported patients.
- 3.3** Contractor shall operate 24 hours a day, 7 days a week, 365 days a year.
- 3.4** Contractor shall operate in accordance with section 1317 of the California Health and Safety Code and accept all patients who have been triaged

and medically cleared by paramedics regardless of the patient's ability to pay.

**3.5** Contractor shall operate in accordance with all EMS Agency policies and standards in performing services related to this Agreement.

**3.6** Contractor shall provide and maintain adequate parking for ambulance vehicles to ensure access to facility.

**3.7** Contractor shall appoint an EMS Liaison Officer to act as a liaison between the EMS Agency and the authorized EMS provider agency.

**3.8** Contractor shall notify the EMS Agency within 24 hours when there is a change in status with respect to protocols and/or the ability to care for patients.

**3.9** Contractor shall maintain General Liability Insurance as follows:

<b>3.9.1</b>	General aggregate	\$2 million
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<b>3.9.2</b>	Products/completed operations aggregate	\$1 million
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<b>3.9.3</b>	Personal and advertising injury	\$1 million
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<b>3.9.4</b>	Each occurrence	\$1 million
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<b>3.9.5</b>	Automotive Liability	\$1 million
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<b>3.9.6</b>	Sexual Misconduct	\$2 million per claim and \$2 million aggregate
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<b>3.9.7</b>	Worker's Compensation and Employer's Liability	\$1 million per accident
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**3.11** Contractor shall immediately (within 72 hours) provide written notice to the EMS Agency Director if unable to adhere to any of the provisions set forth in this Agreement, including structural changes or relocation of the SC.

**3.12** Contractor shall provide a 90-day written notice to the EMS Agency Director of intent to withdraw as a designated SC.

**3.13** Contractor shall notify the County's Program Director within 15 days in writing of any change in status of the SC Program Manager by submitting Ref. No. 621.2, Notification of Personnel Change Form.

#### **4.0 SPECIFIC WORK REQUIREMENTS**

**4.1** Policies and Procedures

4.1.1 Contractor shall develop, maintain, and implement policies and procedures that address the following:

4.1.1.1 Receipt, immediate evaluation, short term management and monitoring of patients who meet SC triage inclusion criteria.

4.1.1.2 Timely transfer of patients who require a higher level of care to an acute care hospital utilizing non-911 ambulance provider(s).

4.1.1.3 Immediate transfer of patients with emergency medical condition to the most accessible 9-1-1 receiving facility/emergency department.

4.1.1.4 Record keeping of EMS Report Forms.

#### 4.2 Data Requirements

4.2.1 Contractor shall submit monthly data to the EMS Agency for the following:

4.2.1.1 Total number of EMS transported patients who were evaluated.

4.2.1.2 Total number of EMS transported patients who were treated and released.

4.2.1.3 Total number of EMS transported patients who were transferred to an acute care emergency department within two (2) hours or less of arrival to the SC.

4.2.1.4 Total number of EMS transported patients transferred to an acute care emergency department more than two (2) hours after arrival to the SC.

4.2.1.5 Total number of EMS transported patients admitted to another care facility.

4.2.1.6 Total number of EMS transported patients who experienced an adverse event resulting from the services provided.

### 5.0 INTENTIONALLY OMITTED

### 6.0 RESPONSIBILITIES – CONTRACTOR

#### 6.1 Program Manager

- 6.1.1 The Contractor's Program Manager is designated in Exhibit F – Contractor's Administration. The Contractor shall notify the County's Program Director in writing of any change in the name or address of the Contractor's Program Manager within five (5) business days of such change.
- 6.1.2 The Contractor's Program Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with the County's Program Manager and Program Coordinator on a regular basis.

## 6.2 Personnel

- 6.2.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**
- 6.2.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.0, Administration of Agreement – Contractor, Sub-paragraph 7.5, Background & Security Investigations, of the Agreement.
- 6.2.3 EMS Liaison Officer
  - 6.2.3.1 Contractor shall provide a full-time EMS Liaison Officer or designated alternate. County must have access to the EMS Liaison Officer during all hours, 365 days per year. Contractor shall provide a telephone number where the EMS Liaison Officer may be reached on a twenty-four (24) hour per day basis.
  - 6.2.3.2 Contractor shall notify the County Program Director in writing of any change in the name or address of the EMS Liaison Officer within five (5) business days of such change.
  - 6.2.3.3 EMS Liaison Officer shall be responsible for the Contractor's day-to-day activities as related to this Statement of Work and shall coordinate with the EMS Agency Program Manager and Program Coordinator on a regular basis.
  - 6.2.3.4 EMS Liaison Officer shall act as a central point of contact with the County and the EMS Agency.
  - 6.2.3.5 EMS Liaison Officer shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. EMS Liaison Officer/alternate shall be

able to effectively communicate, in English, both orally and in writing.

6.2.3.6 Responsibilities:

6.2.3.6a Implement and ensure compliance with the SC standards.

6.2.3.6b Maintain direct involvement in the development, implementation, and review of SC policies and procedures related to receiving patients triaged by paramedics to the SC.

6.2.3.6c Serve as the key personnel responsible for addressing variances in the care and sentinel events as it relates to patients triaged by paramedics to the SC.

6.2.3.6d Serve as the contact person for the EMS Agency and be available upon request to respond to County business.

6.2.4 A physician licensed in the State of California shall be on-call at all times.

6.2.5 A registered nurse licensed in the State of California shall be on-site at all times.

6.2.6 Staffing may be augmented by licensed psychiatric nurse practitioners, licensed vocational nurses, social workers, and other mental health professionals.

6.2.7 All medical and nursing staff shall have current certification on Cardiopulmonary Resuscitation (CPR) through the American Heart Association or Red Cross.

### 6.3 ~~Uniforms/Identification Badges~~ Intentionally Omitted

~~6.3.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform to consist of a shirt with the company name on it. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.~~

~~6.3.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.0, Administration of Agreement—Contractor, Sub-paragraph 7.4, Contractor's Staff Identification, of the Agreement.~~

### 6.4 Equipment and Supplies

- 6.4.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use equipment and supplies that are safe for the environment and safe for use by the employee.
- 6.4.2 Contractor shall have a dedicated telephone line to facilitate direct communication with EMS personnel.
- 6.4.3 Contractor shall have Reddinet® capability to communicate Contractor's real-time capacity status.
- 6.4.4 Contractor shall have a Public Access Device/Layperson Automated External Defibrillator on-site with staff trained on its proper use.
- 6.4.5 Contractor shall have an up-to-date community referral list of services and facilities available to patients.

## **6.5 Training**

- 6.5.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.5.2 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 OSHA standards.

## **6.6 Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance under the Agreement.

## **7.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the term of the Agreement. The Plan shall be submitted to the County's Program Coordinator for review and approval. The Plan shall include, but may not be limited to, the following:

- 6.1 Method of monitoring to ensure that Agreement requirements are being met.
- 6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.



## **8.0 RESPONSIBILITIES – COUNTY**

### **8.1 Personnel**

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

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

### **8.2 Policies, Procedures, and Protocols**

- 8.2.1 Maintain policies, procedures, and protocols consistent with State and County laws, regulations, and standards to assure adequate access to mental health services.
- 8.2.2 Review and revise policies related to this Agreement approximately every three (3) years, or as-needed.

## **9.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.18, County's Quality Assurance Plan of the Agreement.

### **9.1 ~~Monthly Meetings~~ Intentionally Omitted**

### **9.2 ~~Contractor Discrepancy Report – Exhibit A-1~~ Program Monitoring**

- 9.2.1 The Contractor extends to County the right to monitor Contractor's programs and procedures with respect to this Agreement, and to inspect its facilities for contractual compliance with State and EMS Agency policies, procedures, protocols, and regulations.
- 9.2.2 Verbal notification of an Agreement discrepancy will be made to the Contractor Program Manager as soon as possible whenever a discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.
- 9.2.3 The County's Program Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the

County's Program Manager within five (5) business days with a plan for correction of all deficiencies identified in the Contractor Discrepancy Report.

#### 9.2.4 Program Review

At a minimum, a program review shall be conducted by the EMS Agency annually to ensure compliance with State and EMS Agency policies, procedures, protocols, and regulations. The SC shall be given no less than ten (10) calendar days' notice in advance of a program compliance review. The SC's director of utilization review and director of medical records shall be permitted to participate in the review. The SC and its staff shall fully cooperate with EMS Agency representatives. In the conduct of the program compliance review, the SC shall allow EMS Agency representatives access to all reports and medical records pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing the SC's photocopier.

#### 9.2.4 Focus Reviews

Notwithstanding the above program reviews, the County, through EMS Agency representatives, reserves the right to conduct focus reviews due to complaints, failure to meet data requirements, or other terms of the Agreement during County's normal business hours, and only after County has given the Contractor at least three (3) business days prior to written notice thereof. Business days do not include Saturdays, Sundays, or legal holidays. Prior notification need not be given to Contractor where County determines that the health and welfare of patients may be jeopardized by waiting the three-day period.

#### 9.2.5 Exit Conference for Program Reviews and Focus Reviews

An exit conference shall be held following the program compliance review or focus review by EMS Agency representatives. Results of the program compliance/focus review shall be discussed with the Contractor's Administrator or their authorized designee prior to any final written report or action by the Director, or designee, or other EMS Agency representative. The exit conference shall be held on-site prior to the departure of the reviewers, and Contractor shall be provided with an oral or written list of preliminary findings at the exit conference. A written report of the program monitoring review shall be prepared and provided to the Contractor.

### 9.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours and reserves the right to perform scheduled site visits or request additional data from the Contractor

at any time. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **10.0 ~~PERFORMANCE REQUIREMENTS SUMMARY INTENTIONALLY OMITTED~~**

~~***A Performance Requirements Summary (PRS) Chart, Exhibit A-2, listing required services that will be monitored by the County during the term of this Agreement is an important monitoring tool for the County. This may also be called a Service Level Agreement for IT Agreements. The chart should:***~~

- ~~▪ ***reference section of the Agreement/SOW***~~
- ~~▪ ***list required services***~~
- ~~▪ ***indicate method of monitoring***~~
- ~~▪ ***indicate the deductions/fees to be assessed for each service that is not satisfactory***~~

~~10.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Agreement and the SOW and Exhibit A-2 the PRS Chart, the meaning apparent in the Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.~~

~~10.2 The Contractor is expected to perform all services described herein. The PRS Chart describes certain required services which will be monitored by the County during the term of the Agreement, and for which Contractor may be assessed financial deductions from payment if the service has not been satisfactorily provided. The PRS Chart indicates the SOW and/or Agreement section of the performance referenced (column 1); the service to be provided (column 2); the monitoring method that will be used (column 3); and the deductions/fees to be assessed for services that are not satisfactory (column 4).~~

# Triage to Alternate Destination Program

## Los Angeles County Emergency Medical Services Agency



October 2023

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## BACKGROUND

In Los Angeles County, the rate of persons experiencing homelessness in 2023 increased 9% from the previous year with an estimation of over 75,500 people (Los Angeles Homeless Authority, 2023). Of those experiencing homelessness, approximately 25% suffer with serious mental illness (The Los Angeles Almanac, 2023). The need for mental health resources and non-urgent care, especially for Los Angeles County's indigent population is critical in providing appropriate individualized care that may not always be feasible in busy emergency departments. Alternate destination facilities offer services such as counseling, medication administration and refill, referrals, and follow-up care, and/or a safe space for inebriated patients to recoup especially for women. In addition, alternate destination facilities help relieve the burden of patients waiting long hours in inundated emergency departments.

In October 2017 the Los Angeles (LA) County Emergency Medical Services (EMS) Agency received a request from the Los Angeles City Fire Department (LAFD) Medical Director requesting approval for an Advanced Provider Response Unit (APRU) that would be utilized to implement a pilot program called the LAFD Sobriety Emergency Response Unit (SOBER Unit). This unit would partner with the David L. Sobering Center (SC) in conjunction with the Exodus Recovering, Inc., to provide health and well-being services 24 hours a day, seven days a week in the Skid Row area of Los Angeles. This unit would be staffed with an Exodus Nurse Practitioner, Exodus Case Manager and an LAFD Paramedic. If an individual was identified as inebriate, a medical clearance examination would be performed by the Nurse Practitioner, and if the individual met the SOBER Unit Screening criteria, he/she would be transported directly to the SC. On November 14, 2017, authorization was given for the SOBER Unit to be placed into service.

In March 2019, LAFD requested approval for an Alternate Designation Response Unit (ADRU) as part of the State alternate destination pilot project. The objectives of the ADRU were to provide on-scene medical clearance of select mental health patients, utilize strict PUCC inclusion and exclusion criteria, and transport of patients meeting inclusion criteria to a designated Psychiatric Urgent Care center (PUCC); and provide on-scene medical clearance of select intoxicated patients, utilize strict SC inclusion and exclusion criteria, and transport of patients meeting SC inclusion criteria to a designated SC. Authorization was given for the ADRU to begin service beginning June 10, 2019.

On October 10, 2019 the LA County EMS Agency submitted an addendum to the Fiscal Year 2017-2018 EMS Plan. The addendum contained plans to implement policies authorizing EMS provider agencies the ability to transport the behavioral health patient who met specific inclusion criteria to a LA County EMS Agency designated PUCC, and inebriated patients who met specific inclusion criteria to a LA County EMS designated SC.

Since 2020 over 1,000 patients have been transported to PUCCs and over 2,000 patients have been transported to the SC, and there have been no incidents of alternate destination program patients experiencing an adverse event resulting from services provided at an alternate destination site.

## PROGRAM REQUIREMENTS

LA County's Triage to Alternate Destination (TAD) Program provides appropriate pathways of care for 9-1-1 patients to alternate destination facilities instead of emergency departments. A paramedic certified to be a TAD paramedic in Los Angeles County can assess and transport low acuity 9-1-1 patients to PUCCs and SCs.

On July 21, 2020, LA County's Board of Supervisors adopted the Anti-Racism, Diversity, & Inclusion Initiative to guide, govern, and increase LA County's ongoing commitment to fighting racism. The EMS Agency prohibits the triage paramedic's decision to transport to an alternate destination facility from being based on, or affected by, a patient's ethnicity, citizenship, age, preexisting medical condition, insurance status, economic status, ability to pay for medical services, or any other characteristics listed in Section 51 of the Civil Code except in circumstances in which age, sex, preexisting medical condition, or physical or mental disability is medically significant to the provision of appropriate medical care to the patient. **The EMS Agency shall immediately terminate from participation in the program any TAD facility or provider that violates the above.**

Funding discussions to support the implementation of LA County's TAD Program remain ongoing with various non-profit community-based organizations for grant opportunities. **No fees will be collected to participate in the program.**

## TRIAGE TO ALTERNATE DESTINATION PARAMEDIC PROVIDER PROGRAM

The EMS Agency provides medical control and oversight through established system-wide policies, treatment protocols, and medical control guidelines (see Appendix), and is the approving authority for a TAD paramedic provider program in LA County. Reference No. 424, Triage to Alternate Destination Paramedic Provider Program outlines criteria for approval of paramedic provider agencies interested in developing a TAD paramedic provider program within their agency, and includes information on documentation and data, quality improvement, training, accreditation, and the program disciplinary process. TAD paramedic provider agencies must comply with Reference No. 406, Authorization for Paramedic Provider Status and provide emergency medical service response on a continuous 24-hour per day basis. The EMS Agency may exclude existing paramedic provider agencies from participating in the TAD paramedic provider program for reasons such that no designated TAD facilities can be accessed within patient destination transport guidelines, resources are removed from the paramedic provider agency's primary area of response, and participation will negatively impact patient care. The EMS Agency will provide the paramedic provider agency a written response outlining the reasons for exclusion.

## TRIAGE TO ALTERNATE DESTINATION FACILITIES

Currently, there are seven (7) psychiatric urgent care centers (PUCC) and one (1) sobering center (SC) approved to receive patients transported by the 9-1-1 system. All facilities have agreements with the EMS Agency that meet Health & Safety Code 1317. Failure to operate terminates a TAD facility's

participation in the program. Reference No. 326, Psychiatric Urgent Care Center Standards and Reference No. 328. Sobering Center Standards outlines the requirements needed to be designated a TAD facility. Facilities wishing to be designated TAD facility must comply with the standards which include data submission and reporting to the EMS Agency.

PUCCs and SCs each have a login account with Image Trend and Digital EMS to access electronic patient health information through the hospital hub portal.

## **RESPONSIBILITIES OF THE EMS AGENCY**

The EMS Agency has oversight authority to conduct onsite visits, inspect, investigate, and discipline the TAD paramedic provider agency program and TAD facilities for any violations to the standards set forth in Reference No. 424, Reference No. 326, or Reference No. 328 through denial, probation, suspension, or revocation of the program.

An annual review will be conducted for all TAD paramedic provider agency programs and designated TAD facilities to ensure compliance with the standards. Procedure for notification of noncompliance is as follows:

- 1) Within ten (10) days of the EMS Agency finding noncompliance by the TAD paramedic provider agency program/TAD facility, a written notification of noncompliance will be sent by certified mail to the director.
- 2) Within fifteen (15) days from receipt of the notification, the TAD paramedic provider agency/TAD facility shall submit in writing and by certified mail evidence of compliance or a plan to comply within sixty (60) days from the day of receipt of the notification
- 3) Within fifteen (15) days from receipt of the TAD paramedic provider agency/TAD facility response or within thirty days (30) from the mailing date of the notification of noncompliance if no response is received, the EMS Agency shall issue a decision letter by certified mail to the California EMS Authority and the TAD paramedic provider agency/TAD facility identifying one or more of the following actions:
  - a. Accept the evidence of compliance provided.
  - b. Accept the plan for meeting compliance provided.
  - c. Place the TAD paramedic provider agency/TAD facility on probation.
  - d. Immediately suspend or revoke the TAD paramedic provider agency/TAD facility

The EMS Agency will notify EMSA for the following:

- 1) TAD paramedic training program approval with the name and contact information of the program director, medical director, and effective date of the program
- 2) Any reported complaints or unusual occurrences for any approved TAD facilities within seventy-two (72) hours of receiving information including supporting and explanatory documents

The following quarterly data reports will be submitted to EMSA on the 30<sup>th</sup> of January, April, July, and October:



**EMS Agency Triage to Alternate Destination Program****10/2023**

- 1) Quarterly ambulance patient offload times for every TAD facility
- 2) Quarterly total EMS transports to every TAD facility
- 3) Quarterly total number of patients turned away or diverted from every TAD facility
- 4) Quarterly total number of patients who require subsequent transfer to an emergency department from a TAD facility
- 5) A summary of the primary reasons for turning away, diverting, or transferring patients to emergency departments from TAD facilities
- 6) A summary of patient outcomes at TAD facilities
- 7) A summary of authorized TAD paramedic personnel
- 8) A summary of feedback about the program from the EMS Commission

The EMS Agency will integrate LA County's TAD Program into the annual EMS plan submitted to the Emergency Medical Services Authority (EMSA). An annual summary will be included of all TAD facilities that certifies each facility maintains adequate licensed medical and professional staff, facilities, and equipment.



**Los Angeles County  
Board of Supervisors**

**Hilda L. Solis**  
First District

**Holly J. Mitchell**  
Second District

**Lindsey P. Horvath**  
Third District

**Janice K. Hahn**  
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**Kathryn Barger**  
Fifth District

**Richard Tadeo**  
Director

**Nichole Bosson, MD, MPH**  
Medical Director

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*"To advance the health of our  
communities by ensuring  
quality emergency and  
disaster medical services."*



**Health Services**  
**<http://ems.dhs.lacounty.gov>**

October 17, 2023

Tom McGinnis  
Chief, EMS Systems Division  
Emergency Medical Services Authority  
11120 International Dr., 2<sup>nd</sup> Floor  
Rancho Cordova, CA 95670

**CERTIFIED**

Dear Mr. McGinnis,

The Los Angeles County EMS Agency has received and acknowledged the EMS Authority's (EMSA) review of Los Angeles County's Triage to Alternate Destination (TAD) Program application and would like to address the following items not referenced per the review.

- 101185(a) and (b) – Paramedic Completion of Electronic Health Record (EHR) in Timely Manner Compliant with NEMSIS/CEMSIS and Destination Facility w/Standardized Facility Codes per CEMSIS
  - NEMSIS is referenced in Reference No. 424, Triage to Alternate Destination Paramedic Provider Program, and states, "Submission of ePCR data to the EMS Agency must be in accordance with current NEMSIS Standards and comply with the requirements in Ref. No. 607, Electronic Submission of Prehospital Data" (Attachment I).
    - Attachment I is in draft form and is scheduled to be presented at Provider Agency Advisory Committee on October 18, 2023 for approval with full implementation by January 1, 2024.
- 100185(c) – Exchange of Electronic Patient Health Information (HIE) Between CP and TAD providers, Health Providers, & Facilities.
  - Electronic patient health information is exchanged between TAD providers and TAD facilities. TAD facilities are able to access patient care records by logging into Digital EMS and Image Trend's hospital hub portal. This was referenced on page 7 of the plan.
  - While the TADs can access provider data, a full HIE is not yet in place. LA County EMS Agency is requesting a one-time waiver not to exceed 5 years as allowed.

We have revised our TAD Program Plan (Attachment II) and highlighted the additions, to include:

- 100191 – Review, Withdrawal, Revocation related to Section 1317 – clarification added page 4
- 100192(j) – Quarterly Summary CP or TAD Personnel reporting 30<sup>th</sup> calendar day of Jan., Apr., Jul., and Oct., page 6
- 100193 – Establishment of a CP or TAD Accreditation Fee Schedule – added "No fees will be collected to participate in the program", page 4.

Thank you for your consideration during this application approval process. For further clarification or questions, please do not hesitate to contact me or Ami Boonjaluksa at [aboonjaluksa@dhs.lacounty.gov](mailto:aboonjaluksa@dhs.lacounty.gov).

Sincerely,

  
Richard Tadeo  
Director

RT:ab  
10-25

DEPARTMENT OF HEALTH SERVICES  
COUNTY OF LOS ANGELES

DRAFT 10-2-2023

SUBJECT: **ELECTRONIC SUBMISSION OF  
PREHOSPITAL DATA**

(EMT, PARAMEDIC, MICN)  
REFERENCE NO. 607

**PURPOSE:** To establish procedures for the submission of electronic data by prehospital care providers.

**AUTHORITY:** California Assembly Bill No. 1129  
California Code of Regulations, Title 22, Chapter 4, Sections 100169, 100170  
Health Insurance Portability and Accountability Act (HIPAA), 2009  
Health and Safety Code, Section 130202  
Health Information Technology for Economic and Clinical Health Act (HITECH)

**DEFINITION:**

**Electronic Data:** Patient Care Records submitted in electronic format (as per LA-EMS NEMSIS Data Dictionary) or field electronic Patient Care Records (ePCRs).

**PRINCIPLES:**

1. All submission of electronic personal health information (PHI) shall be in compliance with HIPPA regulations.
2. PCRs require redundant back-up and emergency down time procedures.
3. The provider agency will ensure that the electronic data is compliant with the EMS Agency's data system requirement.
4. All vendors must be compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards. Provider agencies cannot utilize an ePCR until their selected vendor has been approved to submit data electronically to the EMS Agency.
- 4.5. All public and private advanced life support (ALS), specialty care transport (SCT), and exclusive operating area (EOA) provider agencies and private advanced life support (ALS), specialty care transport (SCT) who make base contact, shall submit data electronically, which meets the LA-EMS NEMSIS or LA-EOA Data Dictionary requirements, to the EMS Agency.
5. ~~Provider agencies cannot utilize an ePCR until their selected vendor has been approved to submit data electronically to the EMS Agency.~~

**POLICY:**

- I. Provider Agency Responsibilities

EFFECTIVE DATE: 12-01-09  
REVISED: 04-01-21 XX-XX-XX  
SUPERSEDES: 04-01-21 04-01-18

PAGE 1 OF 4

APPROVED: \_\_\_\_\_  
Director, EMS Agency

\_\_\_\_\_  
Medical Director, EMS Agency

A. Prior to implementation of an Electronic Data System

1. Electronic Data Submission Plan

Submit a plan, approved by the department's Fire Chief or private provider agency's Chief Executive Officer, to the EMS Agency for approval which includes:

- a. Ability to transmit data to the EMS Agency which meets the LA-EMS NEMSIS ~~or LA-EOA~~ Data Dictionary requirements.
- b. A successful mechanism to provide immediate transfer of patient information to additional providers, including transporting agency (if necessary).
- c. System to ensure ~~only one~~ Patient Care Record ~~per patient~~ is created for each responding unit that makes patient contact and provides care and/or treatment, per provider agency, regardless of the number of units an individual provider responds with.
- d. Process for confirming that an ePCR has been successfully generated for each patient.
- e. A successful mechanism for receiving facilities to have the electronic record available upon the patient's transfer of care and any patient care related revisions made after leaving the receiving facility.
- f. Back-up system available in case of system failure.
- g. Staff members assigned to act as a liaison between the vendor and the EMS Agency to identify and correct data issues.

2. Notify the EMS Agency's Data Systems Management ~~Division~~ Chief once a vendor has been selected and provide an estimated field implementation date.

3. Notify all hospitals that provider transports to of the intent to convert to an ePCR system and the tentative start date.

B. Implementation

1. Ensure the selected vendor contacts the EMS Agency's Data Systems Management ~~Division~~ Chief to discuss the data format, transmission procedures and obtain sequence number format.
2. Maintain a staff member to act as liaison between the vendor and the EMS Agency to identify and correct data issues.

3. Submit validated test files, meeting the LA-EMS NEMSIS Data Dictionary and LA-EMS Schematron, Extensible Markup Language (XML) Schema Definition (XSD) standard, and the corresponding copies of the ePCRs in PDF format, that accurately reflect the documentation in the electronic record upon import.

C. Ongoing

1. Transmit validated data to the EMS Agency for import into the ESO Repository, Trauma Emergency Medicine Information System (TEMIS) database within 30 days of the last day of the preceding month 48 hours of the incident date. Files with validation errors will be rejected and must be corrected and re-transmitted prior to import.
2. Address and correct data related issues as they arise.
3. Implement annual data field and export program changes within three months of publication.

II. EMS Agency Responsibilities

- A. Review and approve the electronic data submission plan.
- B. Liaison with the provider agency and receiving hospital(s) to establish a mutually agreed upon method by which the receiving hospital(s) will obtain the ePCR.
- C. Meet with the provider agency and vendor to review electronic data submission plan and provide the Sequence Number formatting, LA-EMS NEMSIS Data Dictionary and LA-EMS Schematron, LA-EMS XSD, LA-EMS XSD validator and LA-EMS sample XML.
- D. Review validated test files, and the corresponding copies of the ePCR in PDF format, for completeness and accuracy and provide a report to the provider agency and vendor with noted deficiencies.
- E. Ongoing
  1. Monitor incoming data and notify the provider as issues arise and follow up with provider as needed to ensure data issues are addressed and resolved.
  2. Present data field changes annually to the Provider Agency Advisory Committee.

CROSS REFERENCE:

Prehospital Care Manual:

Ref. No. 602, **Confidentiality of Patient Information**

Ref. No. 606, **Documentation of Prehospital Care**

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Ref. No. 608, **Retention and Disposition of Prehospital Patient Care Records**  
Ref. No. 702, **Controlled Drugs Carried on ALS Units**

LA-EMS [NEMESIS](#) Data Dictionary

LA-EMS [Schematron](#) ~~Extensible Markup Language (XML) Schema Definition (XSD)~~ LA-EMS  
~~XSD Validator~~

~~LA-EMS Sample XML~~

~~LA-EOA Data Dictionary~~



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*"To advance the health of our  
communities by ensuring  
quality emergency and  
disaster medical services."*



**Health Services**  
**<http://ems.dhs.lacounty.gov>**

November 29, 2023

Tom McGinnis  
Chief, EMS Systems Division  
Emergency Medical Service Authority  
11120 International Drive, Suite 200  
Rancho Cordova, CA 95670

**CERTIFIED**

Dear Mr. McGinnis:

**REQUEST FOR HEALTH INFORMATION EXCHANGE WAIVER**

The Los Angeles County (LAC) Emergency Medical Services (EMS) Agency would like to request a one-time temporary waiver for the electronic Health Information Exchange (HIE) as part of our Triage to Alternate Destination (TAD) program plan. This waiver will allow the LAC EMS Agency to develop and implement an electronic patient information health data exchange (HDE) system to capture data on all patients managed by EMS including patient outcomes, hospital diagnoses, race, language, and social determinants of health.

The LAC EMS Agency is in the process of developing a HDE system that will provide real-time outcomes for EMS transported patients to all 9-1-1 Receiving Facilities including Alternate Destination Facilities. On October 1, 2023, the LAC EMS Agency was awarded a grant from the Office of Traffic Safety (OTS) to enhance Los Angeles's trauma system through HDE, benchmarking, and research. With the OTS grant, the LAC EMS Agency will create a Trauma Dashboard to capture data from pedestrian and motor vehicles injuries and analyze patient outcomes to develop strategies for improvements in post-crash trauma care and injury prevention. The HDE system will be funded in parallel with the Trauma Dashboard to allow trauma centers, paramedic base hospitals, and EMS providers to transmit and receive data. The LAC EMS Agency will be contracting with ESO Solutions, Inc. to implement the HDE system, with the initial phase of development beginning the first quarter of 2024.

To support the continued development of the HDE system, we have submitted a proposal for additional funding through the County's Measure B Special Tax Funding Allocation for Trauma Services and will continue to seek grant opportunities and funding to ensure the completion and implementation of the HDE project.

The LA County EMS Agency awaits your response and subsequent approval of our TAD EMS plan so that we can expand our TAD pilot program to best treat those patients needing psychiatric care.

Please feel free to contact Ami Boonjaluksa, Chief Hospital Programs at (562) 378-1596 or [ABoonjaluksa2@dhs.lacounty.gov](mailto:ABoonjaluksa2@dhs.lacounty.gov) if you have any questions.

Sincerely,

  
Richard Tadeo  
Director