



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

FESIA A. DAVENPORT
Chief Executive Officer

DATE: August 25, 2021
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 605696861#

To join via phone, dial 1(323)776-6996, then press 605696861#.

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

[Click here to join the meeting](#)

DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.

AGENDA

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented.
Two (2) minutes are allowed for each item.

1. **Call to order – Tamela Omoto-Frias/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
MEDICAL, DENTAL, LIFE INSURANCE, AND DISABILITY PLANS FOR 2022
CEO/BENEFITS – Susan Moomjean, CEO Manager and Daniel Cho, Principal Analyst
 - B) Board Letter:
PROCESSING OF “RETROACTIVE” PAY UNDER THE DEFINED CONTRIBUTION PLANS
CEO/BENEFITS – Susan Moomjean, CEO Manager and Kimberly Burch-Garcia, Principal Analyst

CONTINUED ON PAGE 2

C) Board Letter:
REQUEST AUTHORITY TO AWARD AS NEEDED TRANSPORTATION
SERVICES MASTER AGREEMENTS
ISD – Christie Carr, Division Manager

D) Board Letter:
COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE
FISCAL YEAR 2021-2022 ADOPTED BUDGET AND OTHER
CLASSIFICATION ACTIONS
CEO/CLASSIFICATIONS – Ann Havens, Senior Manager and
Jennifer Revuelta, Principal Analyst

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**
(2 minutes each speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

A) ISSUANCE AND SALE OF LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY LEASE REVENUE BONDS, 2021 SERIES F
AND LEASE REVENUE REFUNDING BONDS, 2022 SERIES G
TTC – Keith Knox, Treasurer and Tax Collector

B) REQUEST AUTHORIZATION TO EXECUTE SOLE SOURCE
CONTRACT AMENDMENT NUMBER EIGHT WITH CGI
TECHNOLOGIES AND SOLUTIONS INC. FOR eCAPS/eHR
SOFTWARE MAINTENANCE SERVICES
AUDITOR-CONTROLLER – Karen Loquet, Assistant Auditor-Controller

C) REQUEST FOR APPROVAL AND AWARD OF LANDSCAPE
SERVICES CONTRACT FOR REGION 2
ISD – Christie Carr, Division Manager

D) REQUEST APPROVAL TO EXTEND THE OPERATIONAL
AGREEMENT FOR THE ELECTRONIC SUSPECTED CHILD ABUSE
REPORTING SYSTEM WITH THE COUNTY OF SANTA BARBARA,
YOLO AND FRESNO FOR CONSULTATION AND TRAINING
SERVICES
DCFS – John Longstaff, Principal Information Systems Analyst

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	8/25/2021	
BOARD MEETING	9/15/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Chief Executive Office	
SUBJECT	Medical, Dental, Life Insurance, and Disability Plans for 2022	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Should go to the Board no later than 9/15/21 for approval, in order to meet the deadline for Annual Enrollment Communications countywide.	
COST & FUNDING	Total cost: \$ N/A	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Annual Benefits Rates Approval for 2022	
BACKGROUND (include internal/external issues that may exist)	<p>The County, its labor partners and their respective benefits consultants work together negotiate equitable rates for benefits (medical, dental, etc.) annually. This Board letter seeks approval from the Board of Supervisors (Board) on the recommended premium rates for the upcoming calendar year. The overall increase for County-sponsored medical plans is 1.2% for 2022. Dental premiums will decrease an average of 3.7% overall for 2022. County management and Local 721 have jointly approved rates for all the Options plan offerings, including a one-month premium holiday for Delta Dental Preferred Provider Organization (PPO). County management and CCU have engaged in contentious discussions and have not come to an accord regarding the renewal rates for the Delta Dental PPO. County management is putting forth time sensitive recommendations to the Board for 2022 rates for approval as described in the letter. Additionally, the County is asking for approval to engage in negotiations and to implement a risk-sharing arrangement with the Kaiser contract effective 2022, which will serve to potentially save money and smooth out future rate renewals. Life insurance rates for the represented population remain unchanged from 2021. Group variable life insurance for non-represented employees will increase 5.0%, and the County covers half the premium cost for all ages effective 2022.</p>	
DEPARTMENTAL AND OTHER CONTACTS	<p>Name, Title, Phone # & Email:</p> <ul style="list-style-type: none"> Susan Moomjean, Manager, (213) 893-0040 & smoomjean@ceo.lacounty.gov Daniel Cho, Principal Analyst, (213) 974-2494 & dcho@ceo.lacounty.gov 	



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
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"To Enrich Lives Through Effective And Caring Service"

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JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

September 15, 2021

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

Dear Supervisors:

MEDICAL, DENTAL, LIFE INSURANCE, AND DISABILITY PLANS FOR 2022 (ALL DISTRICTS) (3-VOTES)

SUBJECT

Recommendation to approve premium rates for the 2022 calendar year for the medical, dental, life insurance and disability benefit plans applicable to represented and non-represented employees.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the proposed premium rates for County-sponsored plans as follows: (a) medical and dental rates and premium holidays for represented employees for the period January 1, 2022 through December 31, 2022, as recommended in this letter and shown in Exhibit I; (b) medical and dental rates and premium holidays for non-represented employees for the period January 1, 2022 through December 31, 2022, as recommended in this letter and shown in Exhibit II; (c) basic life and accidental death and dismemberment (AD&D) insurance rates for represented and non-represented employees and, for represented employees only, optional group term life and dependent term life insurance rates, for the period January 1, 2022 through December 31, 2022, as shown in Exhibit III; (d) Optional Group Variable Universal Life (GVUL) and dependent term life insurance for non-represented employees for the period January 1, 2022 through December 31, 2026, as shown in Exhibit III; (e) Survivor Income Benefit (SIB) rates for non-represented employees for the period January 1, 2022 through December 31, 2026, as shown in Exhibit III; and (f) rates for Short-Term Disability (STD), Long-Term Disability (LTD) and LTD Health Insurance plans, as shown in Exhibit IV.

2. Instruct County Counsel to review and approve as to form the appropriate agreements and/or amendments as follows:
 - a. Anthem Blue Cross and Anthem Blue Cross Life and Health Insurance Company (Anthem Blue Cross); Cigna Healthcare of California, Inc. (Cigna); Kaiser Foundation Health Plan, Inc. (Kaiser); Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. (Kaiser Mid-Atlantic); UnitedHealthcare of California and UnitedHealthcare Insurance Company (UnitedHealthcare); Delta Dental of California (Delta Dental Preferred Provider Organization (PPO)); Delta Dental of California for DeltaCare USA (DeltaCare USA); and SafeGuard Health Plans, Inc. (MetLife/SafeGuard); and Life Insurance of North America (LINA) or their successors or affiliates as necessary, for the period January 1, 2022 through December 31, 2022.
 - b. Metropolitan Life Insurance Company (MetLife); or their successors and affiliates, as necessary, for the period January 1, 2022 through December 31, 2026.
3. Instruct the Chair to sign the aforementioned agreements and/or amendments.
4. Approve the proposed premium rates for the health plans sponsored by the Association for Los Angeles Deputy Sheriffs, Inc. (ALADS) and the Los Angeles County Fire Fighters Local 1014 (Local 1014), and the proposed premium rates for the California Association of Professional Employees (CAPE), for the period January 1, 2022 through December 31, 2022, as shown in Exhibit V.
5. Instruct the Auditor-Controller to make all payroll system changes necessary to implement the changes recommended herein to ensure that all changes in premium rates are first reflected on pay warrants issued on January 15, 2022.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

PURPOSE

The County maintains employee health, dental, group life and other insurance programs to provide benefits that promote the effectiveness, health, and welfare of its workforce. The current premium rates and/or agreements for all County and union-sponsored medical and dental insurance plans will end on December 31, 2021.

The purpose of the recommendations contained in this letter is to implement negotiated agreements with carriers to continue existing medical and dental benefits and to adopt changes, as recommended to the Board of Supervisors (Board) by management, for the 2022 calendar year.

The current premium rates for optional and dependent term life insurance for represented employees, and basic life and AD&D insurance for represented and non-represented employees were approved by the Board in 2019, effective through December 31, 2022. The 2022 rates are included in the Exhibits for informational purposes for the Board and for payroll purposes for the Auditor-Controller.

The 2022 rates will increase 5.0 percent for Optional GVUL, and there is no increase for dependent term life insurance and SIB rates for non-represented employees for 2022. These rates are guaranteed through 2026.

JUSTIFICATION

Overall Premium Negotiation Process and Results:

County-Sponsored Plans in General --- The recommendations regarding the County-sponsored plans (Exhibits I, II, III and IV) are the results of negotiations between the health, dental and life insurance carriers and the County negotiating team consisting of representatives of the Chief Executive Office (CEO), Department of Human Resources (DHR), and the County's group insurance consultant, Aon. The Unions' benefit consultants also provided input during the insurance carrier negotiation process for County-sponsored plans with benefits currently governed by the 2018-2021 Fringe Benefits Memoranda of Understanding (MOUs) with Service Employees International Union Local 721 (Local 721) and the Coalition of County Unions (CCU).

Aon has concluded that the County-sponsored plans carriers' final negotiated rates are justified. Their opinion and the supporting due diligence are documented in Attachments A and B.

In general, County medical and dental plans are rated by carriers based on the cost of claims, claims trend, and administration costs. The ratings also consider the health risk and the utilization of health care by County employees and their covered dependents. The County-sponsored medical plan rates recommended in this letter will increase an average of 1.5 percent for represented employees and decrease by 0.1 percent for non-represented employees, for an overall average increase of 1.2 percent over 2021 rates.

For 2022, the rates for the County's Delta Dental PPO plan and DeltaCare USA plan, which cover the majority of the County's employees, will decrease 2.8 percent for represented employees and will decrease 9.0 percent for non-represented employees.

Aon's Health Care Trend Survey

The nationwide medical cost trend for 2021 is estimated by Aon to average an increase of 7.4 percent. The nationwide dental cost trend for 2021 is estimated by Aon to average an increase of 3.9 to 4.8 percent, depending on the type of plan.

Aon's health care carrier survey was conducted during the first quarter of 2021, after the emergence of the coronavirus ("COVID-19") in the United States (U.S.). Responses were collected from more than 50 national and regional carriers that offer medical, prescription drug, dental, and/or vision benefits. The survey responses reflect the carriers' predicted increase in claims costs (net of COVID-19 impacts) for renewals issued during 2021 and are intended to assist in evaluating insurance premium renewals. The trend rates reflect increases in health plan costs that are anticipated to be required to address projected price inflation, technology advances, plan utilization patterns, and cost shifting from public to commercial payers.

County-Approved Union-Sponsored Plans --- The premium and benefit recommendations in Exhibit V for County-approved union-sponsored health plans were negotiated by the sponsoring unions and evaluated by the CEO and DHR pursuant to the relevant provisions of the CCU Fringe Benefits MOU and County Code. The joint CEO and DHR recommendations are provided later in this report.

Renewal Policy and Process --- In accordance with County policy, the County negotiating team requires all carriers to justify rates and support proposed contract terms for the upcoming plan year.

The rate renewal process for 2022 (Attachments A and B) was designed to encourage full involvement and transparency among all County, union and carrier stakeholders. The process involved production of data by carriers as needed, identification, in-depth analysis, and evaluation of all material underwriting issues in carrier proposals, and documentation of due diligence and financial results. All parties complied with the process.

Overall Results --- Attachment C is a high-level summary of carrier negotiation results that compare the estimated actual total premiums from initial carrier premium quotes for 2022 with the final result after performance guarantee review, challenges to carrier underwriting, and negotiation. Total savings to the County from initial carrier proposals for 2022 will be \$23.4 million. This amount includes \$23.1 million in negotiated savings and \$0.3 million from performance guarantee refunds and rate credits.

Total 2022 premiums to be paid to health, dental, group life and other insurance plan carriers are estimated to be \$1.88 billion. Of this total, approximately \$1.55 billion is for County-sponsored plans and \$333.1 million for Union-sponsored plans. This is an increase of approximately \$43.0 million (2.0 percent) over 2021.

Attachment C also reflects the percentage increase for each carrier by cafeteria plan and the total increase for County-sponsored health, dental, group life and other insurance programs. The increase in medical plan premiums estimated to be paid to health carriers during 2022, as shown on Attachment C, will range from 0.2 percent decrease to 3.1 percent increase (1.2 percent increase weighted average). Basic life insurance rates and AD&D insurance rates will remain unchanged for both represented and non-represented employees for 2022. For represented employees, optional life and dependent life insurance rates will remain unchanged for 2022. For non-represented employees, Optional GVUL rates will increase 5.0 percent and dependent life and SIB rates will not increase for 2022. The 2022 Delta PPO and DeltaCare USA rates, which cover the majority of employees, will decrease approximately 2.8 percent for represented employees and will decrease 9.0 percent for non-represented employees.

2022 Premium Rates Recommended for Approval:

Recommended Rates --- County and union-sponsored health, dental, group life and other insurance rates recommended for adoption are shown in Exhibits I through V. Unless otherwise noted in this letter, the rates support existing benefits consistent with the applicable 2018-2021 MOUs or County Code provisions. The rates shown in these exhibits are the monthly prices that employees will pay from County cafeteria plan contributions after County subsidies are subtracted from negotiated premium rates paid to carriers. For this reason, percentage increases in premium rates to be charged to employees as shown in the Exhibits, in many cases, may differ from the negotiated increases in premium to be paid to carriers as reported in the body of this letter and in Attachment C.

Union Concurrence

On June 16, 2021, by teleconference, Local 721 and management representatives in the Labor-Management Benefits Administration Committee (BAC) voted to recommend the premium rates for the County-sponsored plans applicable to employees represented by Local 721.

On June 10, 2021, by teleconference, the CCU and management representatives in the Labor-Management Employee Benefits Administration Committee (EBAC) voted to recommend the premium rates for the County-sponsored plans, with the exception of Delta Dental PPO and Kaiser, for employees represented by the CCU. On August 12, 2021, by teleconference, EBAC voted to

recommend the premium rate for Kaiser noting CCU's concerns about increased utilization in future years.

The CCU position regarding Delta Dental PPO is set forth below under "Dental Plan Rates Affecting Represented Employees." The CCU position regarding Kaiser is set forth in full in the enclosed letter (Attachment D) from the CCU Chair, to the EBAC Vice Chair. The County disputes the letter's mischaracterization of management's unilateral negotiations with Kaiser, as EBAC has had several teleconference meetings with Kaiser that were arranged and facilitated by the County.

Impact of the Affordable Care Act (ACA)

In general, the ACA enacted reforms to provide affordable health insurance to uninsured Americans. The health coverage offered to County employees more than meets the standards of the ACA.

The health insurance marketplaces and exchanges operated by or for the states under the ACA are designed primarily for individuals who are not offered employer subsidized health insurance coverage or are offered coverage that does not meet the ACA's minimum value and affordability standards, and are, therefore, generally not relevant to County employees. Nevertheless, as required by the U.S. Department of Labor, the County will continue to deliver an informational notice about the health insurance marketplaces in the County's benefits enrollment packages.

For 2022, federal and State of California taxes, fees and assessments related to the ACA on health insurance providers will have a minimal impact. ACA-related taxes and fees are expected to account for between 0.0 to 0.62 percent of the County's health care premium costs. The ACA-related taxes and fees are subject to legislative and regulatory uncertainty and may change at any time. The Patient-Centered Outcomes Research Institute (PCORI) fee on health insurers and self-funded group health plans has now been extended through 2029. The Managed Care Organization (MCO) tax, a California assessment on federal funds, which requires federal regulatory approval, is in effect through 2022 and is included in the rates in this letter. If any ACA-related State or federal fees or taxes, including, but not limited to the PCORI or MCO taxes or fees, are changed, reinstated, suspended or imposed in 2022 due to changes in State or federal law or regulation after the date of the Board's approval of this letter, the 2022 rates shown in the attached rate exhibits will be equitably adjusted between the carriers and the County.

Impact of the COVID-19 Pandemic

The COVID-19 pandemic appears to have had a mixed impact on the 2022 medical and dental rates recommended in this letter. The 2022 rates are based on plan experience from 2020 and the first quarter of 2021. During 2020 and the first quarter of 2021, when the pandemic was at its worst, emergency room and intensive care units experienced a surge in visits. At the same time, many non-emergency outpatient and inpatient medical and dental visits were suppressed or delayed due to the pandemic. To some extent, the surge in emergency visits due to the pandemic was, therefore, offset by the suppression of non-emergency visits. The future course of the pandemic in Los Angeles County and its impact on the 2023 rates is currently unknown and unknowable.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County of Los Angeles' Strategy III.3, by pursuing operational effectiveness, fiscal responsibility, and accountability in managing and maximizing County assets in the medical and dental renewal process to provide County employees comprehensive employee benefits.

FISCAL IMPACT/FINANCING

Each cafeteria plan, including represented employee plans provided by the 2018-2021 MOUs with County unions, provides for a County contribution and, in most cases, an additional subsidy to help pay the cost of insurance benefits. Employees pay for benefits costs that exceed the County contributions through payroll deductions.

For represented employees, the County contributions and subsidies to the cafeteria plans are determined through the collective bargaining process. The negotiated amounts currently in effect through the end of 2021 are set out in the 2018-2021 Fringe Benefits MOU with CCU, which expired on June 30, 2021, and the 2018-2021 Fringe Benefits MOU with Local 721, which will expire on September 30, 2021. As of the date of this letter, collective bargaining for 2022 continues between the County and CCU. Management and Local 721 have a tentative agreement in place. Pending the Board's approval of the tentative agreement with Local 721, which includes the County contribution increase for 2022, and pending the conclusion of collective bargaining for CCU's Fringe MOU, any increase in 2022 premium costs for group insurance recommended herein will be borne entirely by the affected employees.

To preserve internal equity, similar treatment will be extended to non-represented employees.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The general facts concerning 2022 premium rates for County-sponsored plans affecting both represented and non-represented employees are outlined below. The details of each carriers' County-sponsored medical, dental, and other insurance plan proposal, and Aon's evaluation and opinion concerning their justifications and terms of offer, are provided in Attachments A and B.

Kaiser Permanente Risk Sharing Arrangement (RSA)

Since January 1943, the County has traditionally purchased medical coverage from Kaiser Permanente for its employees on a fully insured basis. Through negotiations with Aon, Kaiser has offered the County an opportunity to enter into a RSA, which will smooth future premium rates and provide an avenue for the County to recoup surplus premiums paid to Kaiser in future renewals. Analysis of data over the last 12 years provided by Kaiser has shown that the County's renewals with Kaiser would have yielded more favorable rates had the County entered into a two-way RSA.

Kaiser's two-way RSA enables employers to share in any savings based on their group's performance, while taking on a limited amount of risk if there is a deficit. The RSA proposal includes a "symmetrical" risk corridor of plus/minus 3.0 percent. In a surplus or deficit year, the maximum that the County will be credited or charged in the RSA balance is 3.0 percent of premiums.

The surplus and deficit recoveries would be reconciled annually through future premiums, but not to exceed plus/minus 1.5 percent over the calculated renewal rate action for the given year. Any remaining balances would be carried forward and would accumulate towards future reconciliations.

While past performance is no guarantee of future results, based on past financial results, management and Aon recommend the Board adopt a two-way RSA with Kaiser subject to completion of contract negotiations as a risk management tool to smooth out and justify future rate

actions over the years for the long-term financial benefit of the County and its employees. The County has had various discussions with both Local 721 and CCU regarding the two-way RSA. Local 721 supports the decision to enter into this agreement, while CCU and the County continue discussions on it.

With your approval, negotiations of the terms and conditions of the two-way RSA with Kaiser will proceed with plans to implement for 2022. However, should the negotiations process with Kaiser be stalled or impeded, plans for implementation of the two-way RSA with Kaiser will commence effective 2023.

MEDICAL PLAN RATES AFFECTING REPRESENTED EMPLOYEES

Cigna Rates for 2022:

The 2022 negotiated contract rates for the Cigna Health Maintenance Organization (HMO), Cigna Select HMO, and Cigna Point of Service (POS) plans will increase 3.1 percent.

Aon's opinion certifying Cigna's 2022 rates as justified is included in Attachment A.

Kaiser Rates for 2022:

Kaiser's 2022 rates will increase 2.1 percent for the CCU plan, and 1.9 percent for the Local 721 plan.

Aon's opinion certifying Kaiser's 2022 rates as justified and recommending adoption of the RSA is included in Attachment A.

UnitedHealthcare Benefit Plan Rates for 2022:

UnitedHealthcare offers three plans to employees represented by Local 721: a full network HMO plan (Signature Value HMO); a full network PPO plan (Select Plus PPO); and, since 2020, a narrow network HMO plan (Harmony HMO). The Harmony HMO offers eligible Local 721 represented employees the same benefits as the traditional UnitedHealthcare Signature Value HMO, but gives employees the opportunity to realize significant monthly premium savings by restricting access to a narrow network of doctors, medical groups and hospitals.

The 2022 overall negotiated contract premium rates for all existing UnitedHealthcare plans will increase 0.0 percent (0.0 percent for both the Signature Value HMO and the Harmony HMO, and 2.6 percent for the Select Plus PPO). The 0.0 percent overall increase is calculated based on the total premium dollars of all plans. The 2022 rates for Signature Value HMO and the Harmony HMO will remain unchanged from 2021.

Aon's opinion certifying UnitedHealthcare's 2022 rates as justified is included in Attachment A.

Union-Sponsored Benefits Plan Rates for 2022:

Premiums for County-approved union-sponsored plans will increase on average for 2022. The estimated increase in overall premiums paid to carriers in 2022, on behalf of the union-sponsored plans, is approximately \$7.3 million or 2.2 percent over 2021. Proposed 2022 premium changes are summarized below:

1. ALADS Anthem Blue Cross plans, a 0.9 percent increase with the following enhanced or added benefits:
 - a. CaliforniaCare Basic and Premier plans: Reduce office visit cost-share from \$10 copay to \$0 copay;
 - b. CaliforniaCare and Prudent Buyer PPO Basic plans: Increase dental annual maximum from \$250 per person to \$500 per person; and
 - c. CaliforniaCare and Prudent Buyer PPO Premier plans: Increase dental annual maximum from \$1,750 per person to \$2,000 per person.
2. CAPE Blue Shield plans, a 2.9 percent increase with the following enhanced or added benefits:
 - a. Increase the dental wrap around combined plan maximum from \$1,000 to \$1,500 for up to 60.0 percent for dental implants, and 25.0 percent for preventive, basic fillings, endodontics, and periodontics; and
 - b. Increase orthodontia maximum from \$2,000 to \$2,500.
3. Local 1014 plan, a 3.8 percent increase.

The subsidized rates to be paid by employees enrolled in union-sponsored plans are summarized in Exhibit V. Union-sponsored plans' 2022 rates are documented in the Union request letters attached to Exhibit V.

DENTAL PLAN RATES AFFECTING REPRESENTED EMPLOYEES

The recommended employee contribution rates for County-sponsored represented employee dental plans are summarized in Exhibit I. The employee contribution rates shown for the Delta Dental PPO plan are Delta Dental's proposed rates for 2022, less current County subsidies included in the 2018-2021 Fringe Benefits MOUs with Local 721 and the CCU. The rates for prepaid dental plans (DeltaCare USA and MetLife/SafeGuard) are the rates negotiated with the carriers.

The Delta Dental PPO plan contract rates will decrease 0.3 percent for the CCU (Choices) and will decrease 3.6 percent for Local 721 (Options) for 2022. For Options participants enrolled in the Delta Dental PPO, management and Local 721 have agreed to a one-month premium holiday in 2022 to reduce the Premium Stabilization Reserve (PSR) to appropriate levels.

Currently, there is a large unspent PSR that is being held by Delta Dental on behalf of the County and its employees who are enrolled in the Choices Delta Dental PPO. For 2022, Delta Dental offered to give the CCU represented employees options of either the economic benefit of up to a three-month premium holiday or making benefit enhancements in combination with a premium holiday in order to spend down this unusually large reserve fund to appropriate levels.

Based on Aon's recommendation, at the June 10, 2021 EBAC meeting, the five management EBAC committee members moved and voted in favor of several motions that County employees represented by the CCU and enrolled in the Choices Delta Dental PPO be given either a three-month, two-month, or one-month premium holiday in 2022, to spend down the PSR. Additional motions by management were made to make benefit enhancements to the plan in combination with a one-month premium holiday to spend down the PSR. The CCU EBAC committee members voted unanimously to reject all of management's motions that the County employees, represented by the CCU, receive the benefit of premium holidays and/or enhancements to the plan. All motions failed

due to tied votes. Management and Aon recommend that the PSR balance of County money held by Delta Dental be used by the Board to grant a three-month premium holiday to Choices members enrolled in the Choices Delta Dental PPO Plan in 2022 with no benefit enhancements to the plan and a decrease in rates by 0.3 percent. If the Board so orders, the millions of dollars in County monies sitting unused in the PSR will be used in 2022 to benefit County employees who are in the Choices Delta Dental PPO.

DeltaCare USA's rates will decrease 5.0 percent for both CCU and Local 721 for 2022.

MetLife/SafeGuard contract rates will decrease 2.3 percent for both CCU and Local 721 for 2022. MetLife/SafeGuard billed rates will decrease 0.2 percent from its contract rates for 2022 due to the crediting of 2020 performance guarantee penalties.

Aon's opinion certifying the dental rates as justified is included in Attachment A.

OPTIONAL LIFE INSURANCE, DEPENDENT LIFE AND AD&D INSURANCE RATES FOR REPRESENTED EMPLOYEES

Optional group term life for represented employees will remain unchanged for 2022. Dependent life and AD&D insurance rates for represented employees will remain unchanged for 2022.

BASIC TERM LIFE INSURANCE FOR REPRESENTED AND NON-REPRESENTED EMPLOYEES

Basic term life for all represented and certain non-represented employees under the Flex plan will remain unchanged for 2022.

MEDICAL PLAN RATES AFFECTING NON-REPRESENTED EMPLOYEES

Non-represented employees who participate in the MegaFlex and Flexible Benefit plans have a choice between Kaiser and four Anthem Blue Cross health plans: an HMO; a POS; a PPO; and a Catastrophic Plan.

For 2022, the contract rates for the Anthem Blue Cross HMO and Anthem Blue Cross indemnity plans (POS, PPO and Catastrophic) will remain unchanged for 2022.

Kaiser's 2022 rates will decrease 0.2 percent from the 2021 rates for non-represented employees.

The 2022 negotiated contract rates for the Kaiser Mid-Atlantic plan, available to CEO employees working in the Washington, DC area, are community rated and will increase 0.4 percent for 2022. There are currently two employees enrolled in this plan.

Aon has reviewed the proposed increases and recommends that the County accept the final 2022 renewals offered by Anthem Blue Cross and Kaiser. See attachment B for their review and opinion.

We recommend that the Board continue the historical County practice of funding any difference between the negotiated contract cost of these plans and the contribution paid by the employees. The recommended employee contribution rates for non-represented employees are summarized in Exhibit II.

DENTAL PLAN RATES AFFECTING NON-REPRESENTED EMPLOYEES

The recommended employee contribution rates for County-sponsored non-represented employee dental plans are summarized in Exhibit II. The Delta Dental PPO rates have been reduced by current County subsidies previously approved by the Board. The rates for prepaid dental plans (DeltaCare USA and MetLife/SafeGuard) are the rates negotiated with the carriers.

The Delta Dental PPO plan contract rates will decrease 9.1 percent and DeltaCare USA's rates will decrease 5.0 percent for 2022. Due to a surplus in the premium stabilization reserve, there will be a two-month premium holiday during 2022 for the Delta Dental PPO.

MetLife/SafeGuard contract rates will decrease 2.3 percent for 2022. MetLife/SafeGuard billed rates will decrease 0.2 percent from its contract rates for 2022 due to the crediting of 2020 performance guarantee penalties.

Aon's opinion certifying the dental rates as justified is included in Attachment B.

OPTIONAL LIFE INSURANCE, DEPENDENT LIFE AND DISABILITY INSURANCE RATES FOR NON-REPRESENTED EMPLOYEES

GVUL life insurance rates for non-represented employees will increase 5.0 percent, and dependent term life and SIB rates will not increase for 2022. These rates are guaranteed through 2026 for non-represented employees. Cigna's AD&D insurance rates for 2022 for non-represented employees will remain unchanged.

In 2007, the Board adopted the MetLife GVUL Plan for non-represented employees. At that time, the Board adopted a policy that employees who remain in active County service after age 75 (ages 76–94) would have their premium rates frozen at the age 75 rates. As the plan has matured, the policy of freezing rates for active employees over age 75 has become unsustainable. Currently, there are 43 active employees over age 75 participating in the MetLife GVUL plan. Management recommends that the employees over age 75 who now participate in the MetLife GVUL Plan be grandfathered into their frozen rates, and that the over age 75 frozen rate policy be discontinued prospectively.

There will be no changes in the cost of LTD, LTD Health Insurance and STD rates for 2022.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

No impact on current services.

The Honorable Board of Supervisors

9/15/2021

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Respectfully submitted,

FAD:JMN:MM:TP
SRM:DC:TTP:mst

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Aon
Auditor-Controller
Coalition of County Unions
Human Resources
SEIU Local 721

COUNTY-SPONSORED MEDICAL AND DENTAL INSURANCE PLANS FOR REPRESENTED EMPLOYEES CURRENT 2021 RATES AND PROPOSED 2022 RATES					
Plan	Option	Coverage Category ^a	Current 2021 Rates ^b	Proposed 2022 Rates ^b	Percentage Change
CIGNA Choices	Select Network HMO	1	\$ 726.61	\$ 749.13	3.1%
		2	\$ 1,455.86	\$ 1,501.16	3.1%
		3	\$ 1,677.14	\$ 1,729.30	3.1%
	Full Network HMO	1	\$ 1,002.67	\$ 1,033.75	3.1%
		2	\$ 2,011.09	\$ 2,073.60	3.1%
		3	\$ 2,316.44	\$ 2,388.42	3.1%
	Network POS	1	\$ 1,804.16	\$ 1,860.09	3.1%
		2	\$ 3,218.13	\$ 3,318.06	3.1%
		3	\$ 3,375.91	\$ 3,480.73	3.1%
CIGNA Options	Full Network HMO	1	\$ 996.67	\$ 1,027.75	3.1%
		2	\$ 2,007.53	\$ 2,070.04	3.1%
		3	\$ 2,310.88	\$ 2,382.86	3.1%
	Network POS	1	\$ 1,798.16	\$ 1,854.09	3.1%
		2	\$ 3,214.57	\$ 3,314.50	3.1%
		3	\$ 3,370.35	\$ 3,475.17	3.1%
KAISER Choices		1	\$ 775.23	\$ 791.34	2.1%
		2	\$ 1,545.02	\$ 1,577.24	2.1%
		3	\$ 1,793.08	\$ 1,830.45	2.1%
KAISER Options		1	\$ 744.69	\$ 759.04	1.9%
		2	\$ 1,492.38	\$ 1,521.08	1.9%
		3	\$ 1,730.60	\$ 1,763.89	1.9%
UNITEDHEALTHCARE Options	Signature Value HMO	1	\$ 908.41	\$ 908.41	0.0%
		2	\$ 1,838.12	\$ 1,838.12	0.0%
		3	\$ 2,128.73	\$ 2,128.73	0.0%
	Harmony HMO ^c	1	667.62	\$ 667.62	0.0%
		2	1351.72	\$ 1,351.72	0.0%
		3	1565.27	\$ 1,565.27	0.0%
	PPO	1	\$ 3,944.82	\$ 4,048.73	2.6%
		2	\$ 7,969.58	\$ 8,179.42	2.6%
		3	\$ 9,233.60	\$ 9,476.73	2.6%
^a 1 = Employee only 2 = Employee + 1 Dependent 3 = Employee + 2 or more Dependents					
^b Rates reflect current negotiated County subsidies CIGNA, Kaiser, and UnitedHealthCare rates include current mandatory Federal healthcare reform taxes and fees.					
^c Effective 2020, UHC Harmony HMO was added to the Options plan.					

COUNTY-SPONSORED					
MEDICAL AND DENTAL INSURANCE PLANS					
FOR REPRESENTED EMPLOYEES					
CURRENT 2021 RATES AND PROPOSED 2022 RATES					
Plan	Option	Coverage Category ^a	Current 2021 Rates ^b	Proposed 2022 Rates ^b	Percentage Change
DELTA DENTAL ^{b,c} Choices		1	\$ 18.47	\$ 18.36	-0.6%
		2	\$ 30.72	\$ 30.53	-0.6%
		3	\$ 45.76	\$ 45.47	-0.6%
DELTA DENTAL ^{b,c} Options		1	\$ 30.20	\$ 29.27	-3.1%
		2	\$ 50.35	\$ 48.77	-3.1%
		3	\$ 75.52	\$ 73.10	-3.2%
DELTACARE USA ^c Choices & Options		1	\$ 14.52	\$ 13.80	-5.0%
		2	\$ 23.95	\$ 22.76	-5.0%
		3	\$ 35.49	\$ 33.73	-5.0%
METLIFE/SAFEGUARD ^d Choices & Options		1	\$ 10.49	\$ 10.25	-2.3%
		2	\$ 20.27	\$ 19.81	-2.3%
		3	\$ 26.44	\$ 25.84	-2.3%
^a 1 = Employee only					
2 = Employee + 1 Dependent					
3 = Employee + 2 or more Dependents					
^b Delta Dental rates reflect negotiated County subsidy.					
^c Delta Dental and DeltaCare rates are guaranteed through 12/31/2022.					
^d MetLife/SafeGuard rates are guaranteed through 12/31/2022 and the 2022 rates reflect a credit adjustment of four (4) cents for 2020 performance guarantee penalty.					

COUNTY-SPONSORED					
MEDICAL AND DENTAL INSURANCE PLANS					
FOR NON-REPRESENTED EMPLOYEES					
CURRENT 2021 RATES AND PROPOSED 2022 RATES					
Plan	Option	Coverage Category ^a	Current 2021 Rates ^b	Proposed 2022 Rates ^b	Percentage Change
ANTHEM BLUE CROSS	CaliforniaCare HMO	1	\$ 277.00	\$ 276.00	-0.4%
		2	\$ 543.00	\$ 542.00	-0.2%
		3	\$ 569.00	\$ 568.00	-0.2%
		4	\$ 643.00	\$ 641.00	-0.3%
	PLUS POS	1	\$ 418.00	\$ 417.00	-0.2%
		2	\$ 842.00	\$ 840.00	-0.2%
		3	\$ 862.00	\$ 860.00	-0.2%
		4	\$ 959.00	\$ 957.00	-0.2%
	Catastrophic	1	\$ 93.00	\$ 100.00	7.5%
		2	\$ 431.00	\$ 430.00	-0.2%
		3	\$ 438.00	\$ 437.00	-0.2%
		4	\$ 506.00	\$ 505.00	-0.2%
	Prudent Buyer PPO	1	\$ 535.00	\$ 534.00	-0.2%
		2	\$ 983.00	\$ 980.00	-0.3%
		3	\$ 1,019.00	\$ 1,016.00	-0.3%
		4	\$ 1,183.00	\$ 1,180.00	-0.3%
KAISER Flex/Megaflex		1	\$ 277.00	\$ 276.00	-0.4%
		2	\$ 543.00	\$ 542.00	-0.2%
		3	\$ 569.00	\$ 568.00	-0.2%
		4	\$ 643.00	\$ 641.00	-0.3%
KAISER - MID-ATLANTIC		1	\$ 296.00	\$ 295.00	-0.3%
		2	\$ 576.00	\$ 575.00	-0.2%
		3	\$ 622.00	\$ 620.00	-0.3%
		4	\$ 880.00	\$ 878.00	-0.2%
DELTA DENTAL ^c Flex/Megaflex		1	\$ 30.29	\$ 25.63	-15.4%
		2	\$ 48.22	\$ 39.51	-18.1%
		3	\$ 51.77	\$ 43.40	-16.2%
		4	\$ 77.51	\$ 64.92	-16.2%
DELTACARE USA Flex/Megaflex		1	\$ 14.52	\$ 13.80	-5.0%
		2	\$ 25.09	\$ 23.84	-5.0%
		3	\$ 24.91	\$ 23.67	-5.0%
		4	\$ 36.16	\$ 34.36	-5.0%
METLIFE/SAFEGUARD ^d Flex/Megaflex		1	\$ 10.49	\$ 10.25	-2.3%
		2	\$ 19.68	\$ 19.23	-2.3%
		3	\$ 22.18	\$ 21.68	-2.3%
		4	\$ 28.97	\$ 28.31	-2.3%
^a 1 = Employee only					
2 = Employee + Child(ren)					
3 = Employee + Spouse					
4 = Employee + Spouse + Chil(ren)					
^b Rates, where applicable, are net of County subsidy; except that the premium charged to an employee whose benefits are subject to COBRA is the carrier quoted rate plus an administrative charge as prescribed by COBRA.					
Anthem Blue Cross rates include the cost of the 360° health programs and the cost of the vision benefit for the HMO, POS, and PPO.					
Anthem Blue Cross and Kaiser rates include current mandatory Federal healthcare reform taxes and fees.					
^c Delta Dental rates reflect negotiated County subsidy.					
^d MetLife/SafeGuard rates are guaranteed through 12/31/2022 and the 2022 rates reflect a credit adjustment of four (4) cents for 2020 performance guarantee penalty.					

LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT AND SURVIVOR INCOME BENEFIT PROGRAMS CURRENT 2021 RATES AND PROPOSED 2022 RATES					
				Monthly Cost per \$1,000 of Insurance	
				<u>2021^a</u>	<u>2022^a</u>
COUNTY-PAID BASIC GROUP TERM-LIFE INSURANCE				\$0.161	\$0.161
OPTIONAL GROUP TERM LIFE INSURANCE FOR REPRESENTED EMPLOYEES					
Employee: The monthly premium per \$1,000 of insurance is based on the employee's age as shown in the following table:					
<u>Age</u>				<u>2021^a</u>	<u>2022^a</u>
Less than 30				\$0.033	\$0.033
30-34				\$0.056	\$0.056
35-39				\$0.063	\$0.063
40-44				\$0.071	\$0.071
45-49				\$0.105	\$0.105
50-54				\$0.162	\$0.162
55-59				\$0.304	\$0.304
60-64				\$0.466	\$0.466
65-69				\$0.664	\$0.664
70 and over				\$1.278	\$1.278
Dependent Term Life Insurance:				<u>2021</u>	<u>2022</u>
Cost per month per \$5,000 of coverage, no matter how many eligible dependents employee may have.				\$0.832	\$0.832
Coverage is offered in increments of \$5,000 up to \$20,000.					
Dependent coverage cost is charged to the employee.					
^a The County subsidizes 15% of the monthly premium.					

**LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT
AND SURVIVOR INCOME BENEFIT PROGRAMS
CURRENT 2021 RATES AND PROPOSED 2022 RATES**

OPTIONAL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE - Cost per Month

Employee Coverage	Current 2021 Rates		Approved 2022 Rates	
	Employee Only	Employee & Dependents	Employee Only	Employee & Dependents
	Plan G	Plan H	Plan G	Plan H
\$ 10,000	\$0.124	\$0.238	\$0.124	\$0.238
\$ 25,000	\$0.310	\$0.595	\$0.310	\$0.595
\$ 50,000	\$0.620	\$1.190	\$0.620	\$1.190
\$100,000	\$1.240	\$2.380	\$1.240	\$2.380
\$150,000	\$1.860	\$3.570	\$1.860	\$3.570
\$200,000	\$2.480	\$4.760	\$2.480	\$4.760
\$250,000	\$3.100	\$5.950	\$3.100	\$5.950
\$300,000	\$3.720	\$7.140	\$3.720	\$7.140
\$350,000	\$4.340	\$8.330	\$4.340	\$8.330
These figures apply regardless of employee's age. If Plan H is selected, all eligible dependents will be insured automatically.				
The maximum insurance coverage amount for represented participants is \$250,000.				

LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT AND SURVIVOR INCOME BENEFIT PROGRAMS CURRENT 2021 RATES AND PROPOSED 2022 RATES

OPTIONAL GROUP VARIABLE UNIVERSAL LIFE INSURANCE FOR FLEX/MEGAFLEX PARTICIPANTS		
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Employee: The monthly premium per \$1,000 of insurance is based on the employee's age as shown in the following table:

<u>Age</u>	<u>2022 Rate*</u>	<u>Age</u>	<u>2022 Rate*</u>	<u>Age</u>	<u>2022 Rate*</u>
20-24	\$0.037	57	\$0.268	77	\$2.003
25-29	\$0.045	58	\$0.301	78	\$2.262
30-34	\$0.054	59	\$0.337	79	\$2.548
35-39	\$0.055	60	\$0.386	80	\$3.290
40	\$0.063	61	\$0.436	81	\$3.797
41-42	\$0.064	62	\$0.481	82	\$4.141
43	\$0.071	63	\$0.517	83	\$4.515
44	\$0.081	64	\$0.573	84	\$4.919
45	\$0.090	65	\$0.595	85	\$5.368
46	\$0.099	66	\$0.669	86	\$5.837
47	\$0.106	67	\$0.711	87	\$6.350
48	\$0.125	68	\$0.792	88	\$6.901
49	\$0.133	69	\$0.880	89	\$7.468
50	\$0.142	70	\$0.969	90	\$8.046
51	\$0.160	71	\$1.071	91	\$8.655
52	\$0.168	72	\$1.190	92	\$9.280
53	\$0.185	73	\$1.306	93	\$9.926
54	\$0.203	74	\$1.445	94	\$10.581
55	\$0.230	75	\$1.593		
56	\$0.248	76	\$1.769		

* Employee cost for MegaFlex employees is half of actual premium. The County pays the other 50%.

Note: Only active current employees, who are already age 76-94, remain in County service and enrolled in the MetLife GVUL Plan, will be grandfathered wherein the County subsidizes the difference between the employee's cost of coverage based on actual age and cost of coverage using the age 75 rate.

**LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT
AND SURVIVOR INCOME BENEFIT PROGRAMS
CURRENT 2021 RATES AND PROPOSED 2022 RATES**

Dependent Term Life Insurance for Flex and MegaFlex Participants¹

Cost per month per \$5,000 of dependent life coverage, up to \$20,000.	<u>2022 Rate</u> \$1.03
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SURVIVOR INCOME BENEFIT - For MegaFlex participants enrolled in Retirement Plan E

	2022 Rates					
	Employee Age	Employee Cost*				
		(10% Option)	(15% Option)	(25% Option)	(35% Option)	(50% Option)
	Under 30	0.050%	0.080%	0.135%	0.185%	0.260%
	30 to 34	0.070%	0.105%	0.170%	0.240%	0.345%
	35 to 39	0.090%	0.135%	0.220%	0.315%	0.450%
	40 to 44	0.125%	0.185%	0.315%	0.435%	0.620%
	45 to 49	0.170%	0.250%	0.420%	0.585%	0.840%
	50 to 54	0.220%	0.335%	0.555%	0.780%	1.110%
	55 to 59	0.320%	0.480%	0.795%	1.125%	1.605%
	60 to 64	0.435%	0.655%	1.090%	1.530%	2.185%
	65 to 69	0.600%	0.900%	1.500%	2.100%	3.000%
	70 and over	1.065%	1.600%	2.665%	3.730%	5.330%

* Employee cost for MegaFlex is half of the actual premium. The County pays the other 50%.

SHORT-TERM DISABILITY, LONG-TERM DISABILITY AND LONG-TERM DISABILITY HEALTH INSURANCE CURRENT 2021 RATES AND PROPOSED 2022 RATES					
MEGAFLEX SHORT-TERM DISABILITY PLAN					
Employee Cost as a Percentage of Monthly Salary:					
Current 2021			Proposed 2022		
Rates			Rates		
Income Replacement	Waiting Period	Cost	Income Replacement	Waiting Period	Cost
70%	14 Days	0.000%	70%	14 Days	0.000%
100%*	7 Days	0.934%	100%*	7 Days	0.934%
* Reduced to 80% after 21 days					
MEGAFLEX LONG-TERM DISABILITY PLAN					
Employee Cost as a Percentage of Monthly Salary:					
Current 2021 Rates			Proposed 2022 Rates		
Income Replacement	Plan E + * Retirement Plan	All Other Plans	Income Replacement	Plan E + * Retirement Plan	All Other Plans
40%	0.000%	0.040%	40%	0.000%	0.040%
60%	0.117%	0.157%	60%	0.117%	0.157%
* Plan E plus 5 or more years of continuous service					

SHORT-TERM DISABILITY, LONG-TERM DISABILITY AND LONG-TERM DISABILITY HEALTH INSURANCE CURRENT 2021 RATES AND PROPOSED 2022 RATES

<u>LONG-TERM DISABILITY HEALTH INSURANCE - Cost per month</u>					
For Flex/MegaFlex Employees					
<u>Current 2021 Rate</u>			<u>Proposed 2022 Rate</u>		
	75 % Premium Payment	100 % Premium Payment		75 % Premium Payment	100 % Premium Payment
	\$0.00	\$3.00		\$0.00	\$3.00
For Represented Employees					
<u>Current 2021 Rate</u>			<u>Proposed 2022 Rate</u>		
	75 % Premium Payment	100 % Premium Payment		75 % Premium Payment	100 % Premium Payment
	\$0.00	\$3.00		\$0.00	\$3.00

UNION-SPONSORED					
MEDICAL AND DENTAL INSURANCE PLANS					
CURRENT 2021 RATES AND PROPOSED 2022 RATES					
Plan	Option	Coverage Category ^a	Current 2021 Rates ^b	Proposed 2022 Rates ^b	Percentage Change
ALADS	Prudent Buyer Plan	1	\$ 1,012.67	\$ 1,022.58	1.0%
Blue Cross	Under Age 50	2	\$ 1,965.17	\$ 1,982.32	0.9%
		3	\$ 2,354.58	\$ 2,373.55	0.8%
	Prudent Buyer Plan	1	\$ 1,012.67	\$ 1,022.58	1.0%
	Age 50 and Over	2	\$ 1,965.17	\$ 1,982.32	0.9%
		3	\$ 2,354.58	\$ 2,373.55	0.8%
	CaliforniaCare	1	\$ 768.67	\$ 776.45	1.0%
	Basic Plan	2	\$ 1,601.17	\$ 1,615.34	0.9%
	(All Ages)	3	\$ 1,927.22	\$ 1,943.82	0.9%
	Prudent Buyer Plan	1	\$ 1,031.14	\$ 1,040.94	1.0%
	Premier Plan	2	\$ 1,995.89	\$ 2,012.85	0.8%
	Under Age 50	3	\$ 2,400.34	\$ 2,419.02	0.8%
	Prudent Buyer Plan	1	\$ 1,031.14	\$ 1,040.94	1.0%
	Premier Plan	2	\$ 1,995.89	\$ 2,012.85	0.8%
	Age 50 and Over	3	\$ 2,400.34	\$ 2,419.02	0.8%
	CaliforniaCare	1	\$ 787.14	\$ 794.81	1.0%
	Premier Plan	2	\$ 1,631.89	\$ 1,645.87	0.9%
	(All Ages)	3	\$ 1,972.98	\$ 1,989.29	0.8%
CAPE (Choices)	Classic	1	\$ 1,389.35	\$ 1,598.18	15.0%
Blue Shield		2	\$ 2,706.62	\$ 3,086.26	14.0%
		3	\$ 3,252.82	\$ 3,648.19	12.2%
	Lite	1	\$ 665.41	\$ 704.25	5.8%
		2	\$ 1,367.43	\$ 1,418.91	3.8%
		3	\$ 1,753.94	\$ 1,768.84	0.8%
	PPO	1	\$ 1,389.35	\$ 1,598.18	15.0%
	(Out-of-state only)	2	\$ 2,706.62	\$ 3,086.26	14.0%
		3	\$ 3,252.82	\$ 3,648.19	12.2%
CAPE (Options)	Classic	1	\$ 1,383.35	\$ 1,592.18	15.1%
Blue Shield		2	\$ 2,703.06	\$ 3,082.70	14.0%
		3	\$ 3,247.26	\$ 3,642.63	12.2%
	Lite	1	\$ 659.41	\$ 698.25	5.9%
		2	\$ 1,363.87	\$ 1,415.35	3.8%
		3	\$ 1,748.38	\$ 1,763.28	0.9%
	PPO	1	\$ 1,383.35	\$ 1,592.18	15.1%
	(Out-of-state only)	2	\$ 2,703.06	\$ 3,082.70	14.0%
		3	\$ 3,247.26	\$ 3,642.63	12.2%
FIREFIGHTERS LOCAL 1014		1	\$ 950.00	\$ 986.00	3.8%
		2	\$ 1,807.56	\$ 1,875.56	3.8%
		3	\$ 2,149.56	\$ 2,230.56	3.8%
^a 1 = Employee only					
2 = Employee + 1 Dependent					
3 = Employee + 2 or more Dependents					
^b Rates reflect current negotiated County subsidies					

ENCLOSURES TO EXHIBIT V

1. ALADS Request
2. CAPE Request
3. Los Angeles County Fire Fighters Local 1014 Request

ALADS Insurance Trust

9500 Topanga Canyon Blvd. Chatsworth, CA 91311
Tel (818) 678-0040 • (800) 842-6635 • Fax (818) 678-0030

June 25, 2021

VIA U.S. MAIL AND E-MAIL: BKemper@hr.lacounty.gov

Ms. Lisa M. Garrett, Director of Personnel
County of Los Angeles
Hall of Administration, Room 579
500 West Temple Street
Los Angeles, California 90012

Attention: Mr. Ben Kemper, Senior Human Resources Manager
Employee Benefits Division
3333 Wilshire Blvd.
Los Angeles, California 90010

RE: ALADS/ANTHEM BLUE CROSS 2022 HEALTHCARE PLAN PREMIUMS

Dear Mr. Kemper:

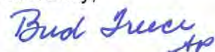
Following are the monthly premium rates for the ALADS Anthem Blue Cross Prudent Buyer and CaliforniaCare medical and dental plans for the 2022 plan year:

Plan	Employee	Employee + 1	Employee + 2
Prudent Buyer Basic	\$1,022.58	\$1,987.76	\$2,378.99
Prudent Buyer Premier	1,040.94	2,018.29	2,424.46
CaliforniaCare Basic	776.45	1,620.78	1,949.26
CaliforniaCare Premier	794.81	1,651.31	1,994.73

The ALADS health plans will be implementing the following benefit changes effective January 1, 2022:

1. CaliforniaCare Basic and Premier plans: Reduced office visit cost-share from \$10 copay to \$0 copay
2. CaliforniaCare and Prudent Buyer PPO Basic plans: Dental annual maximum increases from \$250 per person to \$500 per person
3. CaliforniaCare and Prudent Buyer PPO Premier plans: Dental annual maximum increases from \$1,750 per person to \$2,000 per person

Sincerely,



Bud Treece
ALADS Trust Administrator



July 1, 2021

Ben Kemper
Senior Human Resources Manager
Employee Benefits Division
Department of Human Resources
County of Los Angeles
3333 Wilshire Boulevard
Los Angeles, CA 90010

Re: 2022 RENEWAL - CAPE/BLUE SHIELD MEDICAL PLANS

Dear Mr. Kemper:

This letter is to advise you of the CAPE Benefit Trust Board of Trustees' approval of the renewal of Blue Shield's contracts for the year 2022 for the CAPE/Blue Shield Point of Service Lite, Classic and the out-of-state PPO COBRA medical plans. The average increase spread across all three tiers is 4% for the Lite and 14% for the Classic. The Classic plan increase is due to over a 100% average medical loss ratio. Since approximately 98% of our membership is in the Lite plan, we are once again requesting that the County list the Lite plan above the Classic in the County's Annual Enrollment materials. Below are the rates for 2022:

	LITE	CLASSIC
Single:	\$ 704.25	\$1,598.18
Two-party:	\$1,424.35	\$3,091.70
Family:	\$1,774.28	\$3,653.63

The only benefit changes are increasing the dental wrap around plan combined maximum from \$1,000 to \$1,500 for up to 60% for implants and 25% preventative, basic fillings, endodontics and periodontics, and an orthodontia maximum increase from \$2,000 to \$2,500. There are no other core benefit changes other than any mandated regulatory changes. We appreciate you forwarding the 2022 CAPE/Blue Shield medical plans' information to the Board of Supervisors for their timely approval.

Sincerely,

Nelson Manabat

Nelson Manabat
Chairman
CAPE Benefit Trust Board of Trustees

2022 CAPE/Blue Shield

Lite Plan*1

(800) 487-3092 www.blueshieldca.com/cape; choosecape.com

BENEFITS	PRIMARY CARE NETWORK	PPO NETWORK	OUT-OF-NETWORK (Reimbursements Based On Allowable Amount)
Type of Plan		A Point of Service Plan	
Who is Eligible	All Participants	All Participants	All Participants
Calendar Year Deductible	None	\$400 per person; \$800 per family maximum (combined-PPO Network and Out-of-Network)	\$400 per person; \$800 per family maximum (combined-PPO Network and Out-of-Network)
Maximum Annual Out-of-pocket Expenses	\$1,500/person; \$3,000/family	After deductible, \$4,000/person; \$8,000/family (combined - PPO Network and Out-of-Network)	After deductible, \$6,000/person; \$12,000/family (combined - PPO Network and Out-of-Network)
Lifetime Maximum Benefit	Unlimited	Unlimited	Unlimited
PREVENTIVE CARE			
Immunizations	100%; no copayment	100%; no copayment	100%; no copayment
Periodic Health Exams	100%; no copayment (including Well Baby/Well Woman Exam, Pap Smear, and Mammography)	100%; no copayment (including Well Baby/Well Woman Exam, Pap Smear, and Mammography-not subject to deductible)	100%; no copayment (including Well Baby/Well Woman Exam, Pap Smear, and Mammography-not subject to deductible)
Vision Care	VSP Providers-\$10 exam copayment; \$10 copayment lenses/frames up to \$130-\$150 allowance; or up to \$120 contact lenses allowance (+up to \$60 fitting charge) - every 12 months	Non-VSP Providers-reimbursement per 12 months-exam up to \$45; frames up to \$70; Lenses up to \$65; contacts up to \$105	Non-VSP Providers-reimbursement per 12 months-exam up to \$45; frames up to \$70; Lenses up to \$65; contacts up to \$105
MEDICALLY NECESSARY CARE			
Ambulance	100% after \$50 copayment	80% after deductible	80% after deductible
Doctor Office Visits	100% after \$10 copayment	100% after \$25 copayment for consultation only (not subject to deductible)	70% after deductible
Urgent Care	\$10 if referred or rendered by Primary Care Physician (PCP) or Medical Group w/i service area/\$50 outside PCP/Med. Grp. area	80% after deductible	70% after deductible
Emergency Room	100% after \$50 copayment (waived if admitted)	100% after \$50 copayment (waived if admitted)	100% after \$50 copayment (waived if admitted)
Hospital Care	100%; no copayment	80% after deductible	70% of \$600 daily maximum after deductible
Maternity	100%; no copayment	100% after \$25 copayment for consultation/follow up(not subject to deductible)	70% after deductible
Surgery	100%; no copayment (outpatient \$75 copayment)	80% after deductible	70% of \$600 daily maximum after deductible
X-Ray & Lab Tests	100%; no copayment	80% after deductible	70% after deductible
Prescription Drugs	\$5 (generic), \$15 (brand name), \$30 (nonformulary-requires preapproval); Mail-Order- 90-day Supply: \$10 (generic), \$30 (brand name), \$60 (nonformulary-requires preapproval)	\$5 (generic), \$15 (brand name), \$30 (nonformulary-requires preapproval); Mail-Order- 90-day Supply: \$10 (generic), \$30 (brand name), \$60 (nonformulary-requires preauthorization)	Covered emergencies only - copayment applies
MENTAL HEALTH CARE			
Mental Health-Outpatient	100% after \$10 copayment	100% after \$10 copayment	70% after deductible
	Provided by Magellan.	Must be arranged through MHSA	
Mental Health-Inpatient	100% no copayment	100% no copayment	70% of \$600 daily maximum after deductible
	Provided by Magellan.	Must be arranged through MHSA	
OTHER PLAN BENEFITS			
Chiropractic Care	100% after \$15 copayment	100% after \$15 copayment	Not covered
	Includes acupuncture; unlimited visits/calendar year (based on medical necessity)		
	Provided through American Specialty Health Plans		
Hearing Aids	\$1,000 maximum benefit every two years	Not covered	Not covered
Home Health Care	100% after \$10 copayment	80% after deductible	Requires pre-approval, if approved, covered as in network
	(combined 100 visits per calendar year)	(combined 100 visits per calendar year)	(combined 100 visits per calendar year)
Hospice Care	100% when provided by authorized hospice agency	100% when provided by authorized hospice agency	100% when provided by authorized hospice agency
Physical Therapy	100% after \$10 copayment	80% after deductible	70% after deductible
Skilled Nursing Facility	100%; no copayment (combined 100 days per calendar year)	80% after deductible (combined 100 days per calendar year)	70% after deductible (combined 100 days per calendar year)
*This is a limited benefit summary. Refer to the carriers' summaries for further details.			
In case of discrepancies, the carriers' summaries take precedence.			
1. The CAPE/Blue Shield Plans provide an orthodontia lifetime benefit of 50% up to \$2,500			
and 25% preventative/basic services, and/or 60% dental implants up to \$1,500 per person per year combined through Ameritas.			
2022 Premium Rates*			
Employee Only: \$ 704.25			
Employee + One: \$1,424.35			
Employee + Family: \$1,774.28			
*w/o \$5.44 EE+1, Family County Subsidy Applied			

2022 CAPE/Blue Shield

Classic Plan*1

(800) 487-3092 www.blueshieldca.com;choosecape.com

BENEFITS	PRIMARY CARE NETWORK	PPO NETWORK	OUT-OF-NETWORK (Reimbursements Based On Allowable Amount)
Type of Plan		A Point of Service Plan	
Who is Eligible	All Participants	All Participants	All Participants
Calendar Year Deductible	None	\$300 per person; \$600 per family maximum (combined-PPO Network and Out-of-Network)	\$300 per person; \$600 per family maximum (combined-PPO Network and Out-of-Network)
Maximum Annual Out-of-pocket Expenses	\$1,500/person; \$3,000/family	After deductible, \$4,000/person; \$8,000/family (combined - PPO Network and Out-of-Network)	After deductible, \$6,000/person; \$12,000/family (combined - PPO Network and Out-of-Network)
Lifetime Maximum Benefit	Unlimited	Unlimited	Unlimited
PREVENTIVE CARE			
Immunizations	100%; no copayment	100% ; no copayment	100%; no copayment
Periodic Health Exams	100%; no copayment (including Well Baby/Well Woman Exam, Pap Smear, and Mammography)	100% ; no copayment (including Well Baby/Well Woman Exam, Pap Smear, and Mammography-not subject to deductible)	100% ; no copayment (including Well Baby/Well Woman Exam, Pap Smear, and Mammography-not subject to deductible)
Vision Care	VSP Providers-\$10 exam copayment; \$10 copayment lenses/frames up to \$130-\$150 allowance; or up to \$120 contact lenses allowance (+up to \$60 fitting charge) - every 12 months	Non-VSP Providers-reimbursement per 12 months-exam up to \$45; frames up to \$70; Lenses up to \$65; contacts up to \$105	Non-VSP Providers-reimbursement per 12 months-exam up to \$45; frames up to \$70; Lenses up to \$65; contacts up to \$105
MEDICALLY NECESSARY CARE			
Ambulance	100% after \$50 copayment	90% after deductible	90% after deductible
Doctor Office Visits	100% after \$10 copayment	100% after \$20 copayment forr consultation only (not subject to deductible)	70% after deductible
Urgent Care	\$10 if referred or rendered by Primary Care Physician (PCP) or M /\$50 outside PCP/Med. Grp. area	90% after deductible	70% after deductible
Emergency Room	100% after \$50 copayment (waived if admitted)	100% after \$50 copayment (waived if admitted)	100% after \$50 copayment (waived if admitted)
Hospital Care	100%; no copayment	90% after deductible	70% of \$600 daily maximum after deductible
Maternity	100%; no copayment	100% after \$20 copayment for consultation/follow up (not subject to deductible)	70% after deductible
Surgery	100%; no copayment (outpatient \$50 copayment)	90% after deductible	70% of \$600 daily maximum after deductible
X-Ray & Lab Tests	100%; no copayment	90% after deductible	70% after deductible
Prescription Drugs	\$5 (generic), \$15 (brand name), \$30 (nonformulary-requires preapproval); Mail-Order- 90-day Supply: \$10 (generic), \$30 (brand name), \$60 (nonformulary-requires preapproval)	\$5 (generic), \$15 (brand name), \$30 (nonformulary-requires preapproval); Mail-Order- 90-day Supply: \$10 (generic), \$30 (brand name), \$60 (nonformulary-requires preapproval)	Covered emergencies only - copayment applies
MENTAL HEALTH CARE			
Mental Health-Outpatient	100% after \$10 copayment	100% after \$10 copayment	70% after deductible
	Provided by Magellan. Must be arranged through MHSA		
Mental Health-Inpatient	100% no copayment	100% no copayment	70% of \$600 daily maximum after deductible
	Provided by Magellan. Must be arranged through MHSA		
OTHER PLAN BENEFITS			
Chiropractic Care	100% after \$10 copayment	100% after \$10 copayment	Not covered
	Includes acupuncture; unlimited visits/calendar year (based on medical necessity)		
	Provided through American Specialty Health Plan		
Hearing Aids	\$1,000 maximum benefit every two years	Not covered	Not covered
Home Health Care	100% after \$10 copayment	90% after deductible	Requires pre-approval, if approved, covered as in network
	(combined 100 visits per calendar year)	(combined 100 visits per calendar year)	(combined 100 visits per calendar year)
Hospice Care	100% when provided by authorized hospice agency	100% when provided by authorized hospice agency	100% when provided by authorized hospice agency
Physical Therapy	100% after \$10 copayment	90% after deductible	70% after deductible
Skilled Nursing Facility	100%; no copayment (combined 100 days per calendar year)	90% after deductible (combined 100 days per calendar year)	70% after deductible (combined 100 days per calendar year)

*This is a limited benefit summary. Refer to carriers' summaries for further details.

In case of discrepancies, the carriers' summaries take precedence.

1. The CAPE/Blue Shield Plans provide an orthodontia lifetime benefit of 50% up to \$2,500 and 25% preventative/basic services and/or 60% dental implants up to \$1,500 per person per year combined through Ameritas.

2022 Premium Rates*

Employee: \$1,598.18

Employee + One: \$3,091.70

Employee + Family: \$3,653.63

*w/o \$5.44 EE+1, Family County Subsidy Applied

2022 CAPE/Blue Shield

COBRA PPO Plan*₁

(800) 487-3092 www.blueshieldca.com

BENEFITS		IN-NETWORK	OUT-OF-NETWORK (Reimbursements Based On Allowable Amount)
Type of Plan		A Preferred Provider Option Plan	
Who is Eligible		Participants residing outside the State of California	Participants residing outside the State of California
Calendar Year Deductible		\$250 per person; \$500 per family maximum (combined-In-Network and Out-of-Network)	\$250 per person; \$500 per family maximum (combined-In-Network and Out-of-Network)
Maximum Annual Out-of-pocket Expenses		After deductible, \$3,000/person; \$6,000/family (combined - In-Network and Out-of-Network)	After deductible, \$10,000/person; \$20,000/family (combined - In-Network and Out-of-Network)
Lifetime Maximum Benefit		Unlimited	Unlimited
PREVENTIVE CARE			
Immunizations		100%; no copayment and not subject to the deductible	100%; no copayment and not subject to the deductible
Periodic Health Exams		100%; no copayment (Includes Well Woman Pap Smear and Mammography/Well Baby Lab subject to deductible)	100%; no copayment (Includes Well Woman Pap Smear and Mammography/Well Baby Lab subject to deductible)
Vision Care		VSP Providers-\$10 exam copayment; \$10 copayment lenses/frames up to \$130-\$150 allowance; or up to \$120 contact lenses allowance (+up to \$60 fitting charge) - every 12 months	Non-VSP Providers-reimbursement per 12 months-exam up to \$45; frames up to \$70; Lenses up to \$65; contacts up to \$105
MEDICALLY NECESSARY CARE			
Ambulance		90% after deductible	90% after deductible
Doctor Office Visits		\$20 copayment (not subject to deductible)	70% after deductible
Emergency Room		90% after \$50 copayment (waived if admitted)	90% after \$50 copayment (waived if admitted)
Hospital Care		90% after deductible	70% of \$600 daily maximum after deductible
Maternity		100% after \$20 copayment for consultation/follow up (not subject to deductible)	70% after deductible
Surgery		90% after deductible	70% of \$600 daily maximum after deductible
X-Ray & Lab Tests		90% after deductible	70% after deductible
Prescription Drugs		\$10 (generic), \$15 (brand name), \$30 (nonformulary) Mail-Order 90-day Supply: \$20 (generic), \$30 (brand name), \$60 (nonformulary)	Covered for emergencies only- 75% of lesser of actual price or reasonable charge, minus copayment
MENTAL HEALTH CARE			
Mental Health-Outpatient		\$20 copayment (not subject to deductible)	70% after deductible
Mental Health-Inpatient		90% after deductible	70% of \$600 daily maximum after deductible
Provided by Magellan. Must be arranged through MHSA			
Chiropractic Care		\$20 copayment - maximum 12 visits per calendar year combined with Out-of-Network visits	70% - maximum 12 visits per calendar year combined with In-Network visits
OTHER PLAN BENEFITS			
Home Health Care		90% after deductible (combined 100 visits per calendar year)	Requires pre-approval, if approved, covered as in network (combined 100 visits per calendar year)
Hospice Care		100% when provided by authorized hospice agency	100% when provided by authorized hospice agency
Physical Therapy		90% after deductible	70% after deductible
Skilled Nursing Facility		90% after deductible (combined 100 days per calendar year)	70% after deductible (combined 100 days per calendar year)
*This is a limited benefit summary. Refer to the carriers' summaries for further details.			
*In case of discrepancies, the carriers' summaries take precedence.			
2022 Premium Rates			
1. The CAPE/Blue Shield Plans provide an orthodontia lifetime benefit of 50% up to \$2,500 and 25% preventative/basic and/or 60 dental implants up to \$1,500 per person per year combined		Employee Only: \$1,598.18	
		Employee + One: \$3,091.70	
		Employee + Family: \$3,653.63	



LOS ANGELES COUNTY FIRE FIGHTERS LOCAL 1014 HEALTH AND WELFARE PLAN

3460 FLETCHER AVENUE • EL MONTE, CALIFORNIA 91731
(310) 639-1014 (800) 660-1014 (within California)



July 23, 2021

Mr. Ben Kemper
Senior Human Resources Manager
Department of Human Resources
Employee Benefits Division
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010

**RE: Plan Year 2022 Employee Insurance Information
Los Angeles County Fire Fighters Local 1014 Health and Welfare Plan**

Dear Mr. Kemper:

I am providing the plan year 2022 premium changes that were approved by the Board of Trustees.

After conferring with Mercer, the Plan's consultant, the Board of Trustees approved a 3.79% premium increase for 2022. Our monthly rates for 2022, rounded to the nearest dollar are as follows:

Member Only	\$ 986.00
Member + 1 Dependent	\$1,881.00
Family	\$2,236.00

Should you have any questions, please contact me by e-mail at rcyrus@local1014.org or call me at (800) 660-1014.

Sincerely,

Reginald A. Cyrus, CEBS
Administrative Manager

c: Local 1014 Health Plan Trustees





Mr. Ben Kemper
County of Los Angeles
Page 1

August 2, 2021

Mr. Ben Kemper
Senior HR Manager
County of Los Angeles
3333 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90010-4101

Subject: Summary of 2022 Renewal Results and Recommendations (Represented Plans)

Dear Ben:

The following letter summarizes the 2022 renewal proposals for medical, dental, life and AD&D plans offered to the represented employees at the County of Los Angeles (the County), including our analysis, observations, and recommendations. The renewal request and negotiation process are outlined in the attached Addendum.

For the 2022 renewal, the fees imposed under the Affordable Care Act (ACA) had a minimal impact on the renewal. The excise tax (Cadillac tax) and the medical devices tax were repealed effective January 1, 2020. The Health Insurance Industry Fee was repealed effective January 1, 2021. The final payment for the PCORI fee was expected to be in 2020 however was extended through 2029 with final payments due in 2030. The PCORI fee is \$2.66 per covered life for 2020 and was \$2.54 for 2019. The 2020 \$2.66 fee will be increased for inflation for 2021, as determined by the Department of Health and Human Services (HHS) and payable in 2022. Kaiser's rates increased by approximately 0.04% and the CIGNA rates increased by approximately 0.03% due to the PCORI fee. The UHC rates increased by approximately 0.16% due to the PCORI fee and MCO tax. For the dental plans, the additional cost increases are approximately 0.00% for the Delta DPPO and for the Delta DHMO and 0.62% for MetLife to account for the Managed Care Assessment tax. The Transitional Reinsurance Fee was in place for 2014 – 2016 and was not extended beyond 2016.

Medical Plans

Overview

For all represented medical plans, the final projected premium increase for 2022 is **1.5%**, or about **\$17 million** over 2021 premiums. The initial proposed renewal increase for the represented medical plans was **2.4%**. Negotiated reductions to the medical renewals equate to approximately **\$10.5 million**. For more details on final rate increases, please refer to Attachment C.

After evaluation of the renewal proposals, Aon recommends that the County accept the final 2022 renewals offered by Cigna, Kaiser and UHC as outlined in the table below.



	Cigna (Choices & Options)	Kaiser Choices	Kaiser Options	UHC Options
Initial 2022 Renewal Action	+5.8%	+2.1%	+1.9%	+3.1%
Final 2022 Renewal Action	+3.1%	+2.1%	+1.9%	+0.0%

The represented groups voluntarily relinquished grandfathered status as defined by the ACA on the Kaiser plans, effective January 1, 2019. Should there be additional questions or concerns in this regard, we recommend the County seek the advice of their own legal counsel, as Aon is not a law firm and cannot provide legal advice.

A summary of key issues, proposal terms, and negotiation results are outlined by carrier on the following pages.

Cigna

Cigna initially proposed a **5.8%** increase to the combined HMO and POS rates for 2022, representing an increase over 2021 premiums of approximately **\$2.7 million; \$2.08 million** for Choices and **\$615,000** for Options. Cigna had \$35,000 in performance guarantee penalties for the 2020 plan year.

Renewal discussions with Cigna targeted the following issues:

- Medical and pharmacy trend methodology
- Demographic adjustment
- Analysis of expense calculation
- High per member per month retention charges
- COVID adjustment

The County's financial arrangement with Cigna provides for a year-end reconciliation of premiums, claims, and expenses associated with the plan. Surpluses are deposited to the Premium Stabilization Reserve (PSR) and any shortfall is withdrawn from the PSR, to the extent that funds are available. The PSR had grown to a significant level by 2008 and a premium subsidy was applied to the 2009 renewal. No subsidy was applied to the 2010 rates. As the claims experience deteriorated, the annual accounting resulted in a deficit, and the stabilization reserve was exhausted. Therefore, there has been no premium offset from the PSR for renewals from 2011 to 2021, and again there is no premium offset for 2022. The chart below summarizes the most recent five years of the PSR (updated based on settlements provided by Cigna).



	2016	2017	2018	2019	2020
Premium	\$50,035,035	\$48,801,149	\$47,106,899	\$45,121,892	\$48,275,845
Year-end (PSR)	(\$3,020,466)	(\$2,721,315)	(\$5,446,473)	(\$5,361,446)	(\$5,789,470)
PSR % of Premium	-6.04%	-5.58%	-11.56%	-11.88%	-11.99%

Negotiations with Cigna resulted in a final **3.1%** increase including continuing Cigna's Select HMO network alongside the current full HMO network for Choices. The Select HMO network is not available for Options as the Cigna offering is a grandfathered plan. This amounts to an increase of approximately **\$1.1 million** for Choices, and approximately **\$327,000** for Options over current costs, and negotiated savings of approximately **\$1.3 million** from Cigna's original proposal.

We believe that Cigna has justified their renewal position and that the County should accept their offer.

Kaiser

Kaiser's initial renewal proposal was a **2.1%** increase for the Choices plan, representing an increase from 2021 premiums of approximately **\$3.9 million**. Kaiser's renewal proposal for Options was a **1.9%** increase, representing an increase from 2021 premiums of approximately **\$11.7 million**. Combined, Kaiser's initial renewal proposal for the represented population is a **2.0%** increase, representing an increase from 2021 premiums of approximately **\$15.6 million**.

Kaiser's Southern California commercial trend rate for 2022 is projected to be 4%. Kaiser met all performance guarantee metrics and therefore did not have any penalties applied to the 2022 renewal.

Discussions with Kaiser on the renewal proposal targeted the following areas:

- Large claims pooling point
- Medical and pharmacy claims trend
- Incurred claims adjustment
- Retention charges
- COVID adjustments

Aon negotiated with Kaiser, however, Kaiser did not move from their initial renewal increase of 2.1% for Choices and 1.9% for Options. The optical rider for Options is under a 5-year rate guarantee from January 1, 2020 through December 31, 2024.

The County's current financial arrangement with Kaiser does not contain provisions for surplus premiums to be returned to the County and its employees. However, Kaiser's renewal proposal included their two-way Risk Sharing Arrangement (RSA) for the County's consideration. The two-way RSA allows employers to take on a limited amount of risk and enables employers to share in any savings based on their group's performance on future renewals, while minimizing their risk of deficits. At the end of the plan year, Kaiser will provide



a reconciliation of premiums, claims, and expenses associated with the plan. Surpluses will be applied to the renewal rates to reduce the premium owed to Kaiser while a shortfall would increase the renewal rates.

Aon believes that the requested rate increase for the Kaiser Permanente represented plans is reasonable and justified. We recommend that the County accept the renewal rates along with continuing good-faith contract negotiations on the two-way RSA for 2022.

United Healthcare

UHC's initial renewal proposal was a **3.1%** overall increase representing a total increase of approximately **\$9.3M** over current premiums. UHC provided two rating options for the HMO plans – un-pooled and pooled experience. The un-pooled option rates each HMO plan individually. For this option, the initial renewal was a **4.0%** increase to the Signature Value HMO plan and a **2.1%** decrease to the Harmony HMO plan. The pooled option helps address the adverse selection on the Signature Value HMO plan and blends the experience for the two HMO plans. For this option, the initial renewal was a **3.1%** increase for the combined HMO plans. The PPO plan was a **2.6%** increase for 2022. Discussions with UHC targeted the following key areas:

- Medical & pharmacy claims trend
- Pooling charges
- Retention
- Changes in reserves
- COVID adjustments

Negotiations with UHC resulted in an overall increase of **0.0%** for the HMO plans and a **2.6%** increase for the PPO, for a combined increase of **0.01%** representing a total increase of approximately **\$16,600**, and a total savings of **\$9.3 million** over the initial renewal position. UHC did not have any 2020 performance guarantee penalties.

The County's financial arrangement with UHC provides for a year-end reconciliation of premiums, claims, and expenses associated with the plan. Surpluses are deposited to the PSR and any shortfall is withdrawn from the PSR, to the extent that funds are available. UHC's 2020 year-end reconciliation resulted in a reduction of **\$7.6 million** to the 2022 renewal.

We believe that UHC has justified their renewal position. For the long-term viability of the plan options, we recommend that the County accept the pooled rating option for the HMO plans which is a **0.0%** increase for the Signature Value HMO, a **0.0%** increase for the Harmony HMO and a **2.6%** increase for the PPO.

Dental Plans

Delta Dental

Delta initially proposed a **2.7%** increase to the rates for 2022, representing an increase over 2021 premiums of approximately **\$2.0 million; \$340,000** for Choices and **\$1.7 million** for Options.



Mr. Ben Kemper
County of Los Angeles
Page 5

Negotiations with Delta resulted in a decrease of **0.4%** for Choices and a **3.6%** decrease for Options, for a combined decrease of **2.8%**, representing a total decrease of approximately **\$2.13 million** and a total savings of **\$4.16 million** over the initial renewal position. For the DHMO, Delta offered a second year 12.8% not-to-exceed rate guarantee for the 2023 plan year.

The County's financial arrangement with Delta provides for a year-end reconciliation of premiums, claims, reserves for incurred but unreported claims, and expenses associated with the plan. Surpluses are deposited to the Premium Stabilization Reserve (PSR) and any shortfall is withdrawn from the PSR, to the extent that funds are available. The PSR balance is funded by County and employee contributions. After the end of each contract term, Delta Dental calculates any positive amount ("plus stabilization") which may be reflected in the calculation of the renewal rate for the succeeding contract term, may be used as a monthly premium holiday for the succeeding contract term and/or may be used to offset the additional cost of increased benefits for the succeeding contract term. Aon recommends that the PSR balance be maintained at 1-1.5 months of premium to cover incurred but not reported claims. Options subsidized the renewal contract rate by 3% in 2021 and 6% for 2020 by withdrawing from the PSR balance. Due to COVID, the DPPO plan experienced reduced utilization and the PSR balance increased for both Options and Choices. Delta has agreed and Aon recommends that both Choices and Options utilize the PSR balance for premium holidays in 2022. The Choices plan subsidy will be approximately \$4.8 million for a three-month premium holiday and the Options plan will be approximately \$4.4 million for a one-month premium holiday.

The Delta DHMO plan had \$2,257 in missed performance guarantee penalties for Choices and \$3,552 for Options in 2020. The Delta DPPO plans did not have any missed performance guarantee penalties for Choices or for Options in 2020.

Aon recommends the County accept the revised Delta renewal along with drawing down the PSR balance in 2022 via a three-month premium holiday for Choices and a one-month premium holiday for Options.

MetLife (Safeguard) Prepaid Dental

MetLife (Safeguard) initially proposed a **0.0%** increase to the rates for 2022.

Negotiations with MetLife (Safeguard) resulted in a **2.3%** renewal decrease for both Choices and Options, representing a savings of approximately **\$25,000**. MetLife offered a second year 3% not-to-exceed rate guarantee for the 2023 plan year.

Due to 2020 performance guarantee penalties of \$921 for Choices and of \$1,496 for Options, MetLife's (Safeguard's) billed rates will be 0.2% less than the full renewal rates for 2022.

Life and AD&D

Cigna Life

The basic life plan is a participating contract, meaning the County shares in surpluses on the plan. The available settlement balance from 2019 is \$9,729. There was no surplus for the 2020 plan year. These results do not impact the 2022 rates. Historically, any additional surpluses are applied after the rate guarantee period to reduce the basic life rate upon



Mr. Ben Kemper
County of Los Angeles
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renewal. The basic life, employee and dependent supplemental life as well as the AD&D plans were offered as a three-year rate guarantee from January 1, 2020 through December 31, 2022.

If you have any questions about the above information, please give me a call at 213-996-1542 to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read "Leslie McKee".

Leslie McKee
Senior Vice President
Aon, Los Angeles

CC:

Maggie Martinez – County of Los Angeles	Stefanie Hoan – Aon, Irvine
Ben Kemper – County of Los Angeles	Cameron Luongo – Aon, Irvine
Tim Pescatello – County of Los Angeles	Chloe Watson – Aon, Irvine
Susan Moomjean – County of Los Angeles	Kelly Wilson – Aon, Remote
Robin Urban – County of Los Angeles	
Loretta Valenzuela – County of Los Angeles	
Daniel Cho – County of Los Angeles	
Thien-Thu Pham – County of Los Angeles	
Sandra Santana – County of Los Angeles	
Hoa Phan – County of Los Angeles	



Addendum

Process

The renewal request, analysis, and negotiation are multi-step processes, conducted over a period of several months. Requests for Renewal (RFRs) are drafted and reviewed by the Aon and County stakeholders.

The RFR includes:

- Stated assumptions and requirements, including a submission letter to be signed by an officer with the authority to bind the carrier
- Questionnaire targeting key County objectives and issues, including rate development, utilization, and legislative issues such as health care reform
- Plan performance exhibits comparing the County's past plan results to the carriers' book of business results
- Rate quotation, rate development, and projected cost exhibits
- Benefit design and contract changes
- Performance guarantees

All stakeholders submit requested changes to the draft. These are reviewed and incorporated into the final RFR, which is then released to the carriers.

Carrier proposals are submitted to all stakeholders at the same time. Following a review and analysis period, Aon meets with the County, the Unions and their respective consultants to solicit input and comments on the renewal proposals. All of the comments and input are summarized and communicated to the various carriers. Conference calls and meetings are held between Aon and the County as needed to discuss the renewal results, negotiation process, and any open issues.

Responses from the carriers are due prior to the renewal meetings and the responses are delivered to all stakeholders concurrently. Final issues are reviewed in preparation for the renewal meetings.

Renewal meetings are conducted with each medical plan carrier. Attendees include representatives from the County of Los Angeles DHR and CEO offices, Union consultants, BAC and EBAC committees, and Aon, as well as the carrier representatives. The carrier representatives generally include account/sales management, financial, operations, and medical/provider relations personnel. Issues discussed during the meetings include both financial and non-financial questions that explore carriers' methodologies for rate development. Outstanding issues and requests for reduced rates (when justified) are presented to each carrier. Following the meeting, carriers must respond to all identified issues in writing to all stakeholders.

The review and negotiation process continues until all open issues are resolved or the carrier has presented their final offer. The negotiation does not always result in agreement on particular topics; however, it may result in overall business concessions from the carriers.



Mr. Ben Kemper
County of Los Angeles
Page 1

August 2, 2021

Mr. Ben Kemper
Senior HR Manager
County of Los Angeles
3333 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90010-4101

Delivered via email

Subject: Summary of 2022 Renewal Results and Recommendations (Non-Represented Plans)

Dear Ben:

The following letter summarizes the 2022 renewal proposals for medical, dental, life and AD&D plans offered to the non-represented employees at the County of Los Angeles (the County), including our analysis, observations, and recommendations. The renewal request and negotiation process are outlined in the attached Addendum.

For the 2022 renewal, the fees imposed under the Affordable Care Act (ACA) had a minimal impact on the renewal. The excise tax (Cadillac tax) and the medical devices tax were repealed effective January 1, 2020. The Health Insurance Industry Fee was repealed effective January 1, 2021. The final payment for the PCORI fee was expected to be in 2020 however was extended through 2029 with final payments due in 2030. The PCORI fee is \$2.66 per covered life for 2020 and was \$2.54 for 2019. The 2020 \$2.66 fee will be increased for inflation for 2021, as determined by the Department of Health and Human Services (HHS) and payable in 2022. Kaiser's rates increased by approximately 0.04% due to the PCORI fee. The Anthem minimum premium funding arrangement is treated as a self-insured plan according to IRS guidelines. The PCORI fee is paid directly by the County. For the dental plans, the additional cost increases are approximately 0.00% for the Delta DPPO and for the Delta DHMO and 0.62% for MetLife to account for the Managed Care Assessment tax. The Transitional Reinsurance Fee was in place for 2014 – 2016 and was not extended beyond 2016.

Medical Plans

Overview

For all non-represented medical plans, the final projected premium for 2022 is a **0.1%** decrease, approximately **\$223,000** below 2021 premiums. The initial proposed renewal increase for the non-represented medical plans was **2.9%**. The final renewal reductions to the medical renewals equate to approximately **\$7.1 million**. For more details on final rate increases, please refer to Attachment C.



Mr. Ben Kemper
County of Los Angeles
Page 2

After evaluation of the renewal proposals, Aon recommends that the County accept the final 2022 renewals offered by Anthem and Kaiser.

A summary of key issues, proposal terms and negotiation results are outlined by carrier on the following pages.

	Anthem	Kaiser
Initial 2022 Renewal Action	+5.0%	-0.2%
Final 2022 Renewal Action	+0.0%	-0.2%

The Anthem PPO plan lost maintained grandfathered status for 2019. Should there be additional questions or concerns in this regard, we recommend the County seek the advice of their own legal counsel, as Aon is not a law firm and cannot provide legal advice.

Anthem Blue Cross

The Anthem Blue Cross program is a minimum premium arrangement, where expected and maximum liability costs are projected based on prior claims experience and the fixed costs associated with administration of the plan. The Anthem expected liability costs are the basis for the renewals outlined in this letter. Anthem's initial renewal proposal was a **5.0%** increase across all plans or about **\$7.1 million** over 2021 costs. All plans include specific stop loss of \$300,000 per individual. Aggregate stop loss continues at 110% of projected claims for all Anthem lines of coverage.

Renewal discussions with Anthem targeted the following key areas:

- Retention increase
- Pooling charges
- Medical and pharmacy trends by product
- Capitation rates
- Pharmacy rebates
- COVID adjustments

The final renewal resulted in an overall increase of **0.0%** across all plans and a reduction of approximately **\$7.1 million** from the initial renewal. The final revised renewal was a result of a \$496,000 reduction due to negotiations directly with Anthem and a \$6.6 million reduction due to the contingency reserve being used to hold the accruals flat.

Anthem provided their 2020 performance guarantee report and will apply a penalty of \$240,530 as a credit to the County's future 2021 invoice, so there is no direct impact to the renewal.

Vision benefits for the HMO, POS and PPO plans are offered on a non-participating fully insured basis through an arrangement between Anthem and VSP. There is also a portion of the vision benefit (coverage for laser eye surgery) that is self-insured by the County. The vision is under a 48-month rate guarantee from January 1, 2019 through December 31, 2022. The cost of the vision program is included in the Anthem renewals described above.



We believe Anthem's most recent renewal proposal is justified and recommend that the County accept it.

Kaiser and Kaiser Mid-Atlantic

Kaiser's initial renewal proposal was a **0.2%** decrease or about **\$223,000** below 2021 costs for the Flex/MegaFlex plans; 0.4% increase for the Mid-Atlantic plan and 0.2% decrease for the Southern California plan. Kaiser's Southern California commercial trend rate for 2022 is projected to be 4%. Kaiser met all performance guarantee metrics and therefore did not have any penalties applied to the 2022 renewal.

Discussions with Kaiser on the renewal proposal targeted the following areas:

- Large claims pooling point
- Medical and pharmacy claims trend
- Incurred claims adjustment
- Retention charges
- COVID adjustments

Aon negotiated with Kaiser, however, Kaiser did not move from the initial renewal decrease of 0.2% below 2021 costs for the Flex/MegaFlex plans.

The County's current financial arrangement with Kaiser does not contain provisions for surplus premiums to be returned to the County and its employees. However, Kaiser's renewal proposal included their two-way Risk Sharing Arrangement (RSA) for the County's consideration. The two-way RSA allows employers to take on a limited amount of risk and enables employers to share in any savings based on their group's performance on future renewals, while minimizing their risk of deficits. At the end of the plan year, Kaiser will provide a reconciliation of premiums, claims, and expenses associated with the plan. Surpluses will be applied to the renewal rates to reduce the premium owed to Kaiser while a shortfall would increase the renewal rates.

We believe Kaiser's renewal proposal is justified and recommend that the County accept the rates along with continuing good-faith contract negotiations on the two-way RSA for 2022.

Dental Plans

Delta Dental

Delta initially proposed a **0.2%** increase to the rates for 2022, representing an increase over 2021 premiums of approximately **\$34,000**.

Negotiations with Delta resulted in a **9.0%** decrease, representing a total savings of **\$1.27 million** over the initial renewal position. For the DHMO, Delta offered a second year 12.8% not-to-exceed rate guarantee for the 2023 plan year.

The County's financial arrangement with Delta provides for a year-end reconciliation of premiums, claims, reserves for incurred but unreported claims, and expenses associated with



the plan. Surpluses are deposited to the Premium Stabilization Reserve (PSR) and any shortfall is withdrawn from the PSR, to the extent that funds are available. The PSR balance is funded by County and employee contributions. After the end of each contract term, Delta Dental calculates any positive amount ("plus stabilization") which may be reflected in the calculation of the renewal rate for the succeeding contract term, may be used as a monthly premium holiday for the succeeding contract term and/or may be used to offset the additional cost of increased benefits for the succeeding contract term. Aon recommends that the PSR balance be maintained at 1-1.5 months of premium to cover incurred but not reported claims. Due to COVID, the DPPO plan experienced reduced utilization and the PSR balance increased. The Flex/MegaFlex plan will be utilizing approximately **\$2 million** from the PSR balance in 2022 for a two-month premium holiday.

Delta had \$739 in missed performance guarantee penalties for the DHMO plan in 2020. Delta did not have any missed performance guarantee penalties for the DPPO plan in 2020.

Aon recommends the County accept the revised Delta renewal along with drawing down the PSR balance in 2022 via a two-month premium holiday for the Flex/MegaFlex plan.

MetLife (Safeguard) Prepaid Dental

MetLife (Safeguard) initially proposed a 0.0% increase for 2022.

Negotiations with MetLife (Safeguard) resulted in a 2.3% decrease and a total savings of **\$3,000** over the initial renewal position. MetLife offered a second year 3% not-to-exceed rate guarantee for the 2023 plan year.

Due to 2020 performance guarantee penalties of **\$277**, MetLife's (Safeguard's) billed rates will be **0.2%** less than the full renewal rates.

Life and AD&D

Cigna Life

The basic life plan is a participating contract, meaning the County shares in surpluses on the plan. The available settlement balance from 2019 is \$9,729. There was no surplus for the 2020 plan year. These results do not impact the 2022 rates. Historically, any additional surpluses are applied after the rate guarantee period to reduce the basic life rate upon renewal. The basic life, and AD&D plans are on a rate guarantee from January 1, 2020 through December 31, 2022.

MetLife GVUL

The MetLife GVUL supplemental life insurance plan rates will increase by 5% over 2021 and will be guaranteed for 60 months from January 1, 2022 through December 31, 2026. The dependent life and SIB rates will remain unchanged from 2021 and is also guaranteed for 60 months from January 1, 2022 through December 31, 2026.



Mr. Ben Kemper
County of Los Angeles
Page 5

If you have any questions about the above information, please give me a call at 213-996-1542 to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read "Leslie McKee".

Leslie McKee
Senior Vice President
Aon, Los Angeles

CC:

Maggie Martinez – County of Los Angeles	Stefanie Hoan – Aon, Irvine
Ben Kemper – County of Los Angeles	Cameron Luongo – Aon, Irvine
Tim Pescatello – County of Los Angeles	Chloe Watson – Aon, Irvine
Susan Moomjean – County of Los Angeles	Kelly Wilson – Aon, Remote
Robin Urban – County of Los Angeles	
Loretta Valenzuela – County of Los Angeles	
Daniel Cho – County of Los Angeles	
Thien-Thu Pham – County of Los Angeles	
Sandra Santana – County of Los Angeles	
Hoa Phan – County of Los Angeles	



Addendum

Process

The renewal request, analysis and negotiation are multi-step processes, conducted over a period of several months. A planning meeting with the County begins the process in which objectives for the following plan year are established. This process was conducted by the County and Aon.

Based on the planning meeting discussions, a Request for Renewal (RFR) was drafted. The RFR includes:

- Stated assumptions and requirements, including a submission letter to be signed by an officer of the carrier with the authority to bind their proposal
- Questionnaire targeting key County objectives and issues, including rate development, utilization, legislative issues such as mental health parity and health care reform
- Plan performance exhibits comparing the County's past plan results to the carriers' book of business results
- Rate quotation, rate development and projected cost exhibits
- Benefit design and contract changes
- Performance guarantees

All stakeholders submit requested changes to the draft. These are reviewed and incorporated into the final RFR, which is then released to the carriers.

Carrier proposals are submitted to all stakeholders at the same time. Following a review and analysis period, Aon solicits input and comments from the County, and their comments are incorporated into the communications to the various carriers. Conference calls and meetings are held between Aon and the County as needed to discuss the renewal results, negotiation process and any open issues.

Responses to the communications are due from the carriers prior to the renewal meetings. Again, the responses are delivered to all stakeholders concurrently. Final issues are reviewed and prepared for the renewal meetings.

Renewal meetings are conducted with each medical plan carrier. Attendees include representatives from the County of Los Angeles DHR and CEOs' offices, Aon, and carrier representatives. The carrier representatives generally include account/sales management, financial, operations, and medical/provider relations personnel. Issues discussed during the meetings include both financial and non-financial questions that explore carriers' methodologies for rate development. Outstanding issues and requests for reduced rates (when justified) are presented to each carrier. Following the meeting, carriers must respond to all identified issues in writing to all stakeholders.

The review and negotiation process continues until all open issues are resolved or the carrier has presented their final offer. The negotiation does not always result in agreement on particular topics; however, it may result in overall business concessions from the carriers.

**County of Los Angeles
2022 Renewal Results**

	2021 Current Plan	2022 Initial Renewal Current Plan	2022 Negotiated Renewal Current Plan	% Change from 2021	Negotiated Savings	Performance Guarantee Credits	Total Change from Base Renewal
Flex/MegaFlex							
Kaiser & Kaiser Mid-Atlantic	\$96,996,710	\$96,773,675	\$96,773,675	-0.2%	\$0	\$0	\$0
Anthem ¹	\$143,142,892	\$150,272,129	\$143,142,892	0.0%	\$7,129,237	\$240,530	(\$7,369,767)
Options							
Kaiser ²	\$612,472,089	\$624,179,584	\$624,179,584	1.9%	\$0	\$0	\$0
Cigna ³	\$10,544,786	\$11,159,518	\$10,871,671	3.1%	\$287,846	\$7,700	(\$295,546)
UnitedHealthcare	\$302,540,107	\$311,825,270	\$302,556,741	0.0%	\$9,268,530	\$0	(\$9,268,530)
Choices							
Kaiser ²	\$187,444,217	\$191,339,187	\$191,339,187	2.1%	\$0	\$0	\$0
Cigna ³	\$35,695,057	\$37,775,985	\$36,801,581	3.1%	\$974,404	\$27,300	(\$1,001,704)
Total Medical⁴	\$1,388,835,858	\$1,423,325,348	\$1,405,665,331	1.2%	\$17,660,017	\$275,530	(\$17,935,547)
Delta PPO & DeltaCare HMO ²							
Flex	\$13,766,667	\$13,801,065	\$12,526,873	-9.0%	\$1,274,193	\$739	(\$1,274,932)
Options	\$56,112,439	\$57,807,171	\$54,071,106	-3.6%	\$3,736,065	\$3,552	(\$3,739,617)
Choices	\$19,957,244	\$20,296,865	\$19,871,549	-0.4%	\$425,316	\$2,257	(\$427,573)
MetLife/Safeguard ²							
Flex	\$131,912	\$131,912	\$128,913	-2.3%	\$2,999	\$277	(\$3,276)
Options	\$664,742	\$664,742	\$649,657	-2.3%	\$15,085	\$1,496	(\$16,581)
Choices	\$430,681	\$430,681	\$420,909	-2.3%	\$9,772	\$921	(\$10,692)
Total Dental⁴	\$91,063,685	\$93,132,436	\$87,669,007	-3.7%	\$5,463,429	\$9,242	(\$5,472,671)
Cigna Basic Life	\$552,614	\$552,614	\$552,614	0.0%	\$0	\$0	\$0
Cigna AD&D	\$5,386,630	\$5,386,630	\$5,386,630	0.0%	\$0	\$0	\$0
Cigna Optional Employee Life	\$49,113,404	\$49,113,404	\$49,113,404	0.0%	\$0	\$0	\$0
Cigna Dependent Life	\$1,953,100	\$1,953,100	\$1,953,100	0.0%	\$0	\$0	\$0
Total Life & AD&D⁶	\$57,005,748	\$57,005,748	\$57,005,748	0.0%	\$0	\$0	\$0
TOTAL	\$1,536,905,291	\$1,573,463,532	\$1,550,340,085	0.9%	\$23,123,446	\$284,772	(\$23,408,219)

Footnotes:

1. Anthem rates are calculated based on an expected premium basis
2. Performance guarantee penalties are reported together by carrier but are shown split by group based on premium volume; penalty amounts are credited by a billed rate reduction from full renewal rates
3. Cigna does not incorporate performance guarantee penalties into rates; penalty amounts are credited to the PSR
4. Medical & dental premiums are calculated using January 2021 enrollment to project estimated annual cost
5. Life & AD&D premiums are calculated using January 2021 premium payments to project estimated annual cost
6. Underlying rates are rounded to two decimal places; percentages shown are rounded to one decimal point

Member Unions:

American Federation of State, County, & Municipal Employees, Council 36, AFL-CIO

Association for Los Angeles Deputy Sheriffs, MEBA, AFL-CIO

Association of Public Defender Investigators, AFL-CIO

California Association of Professional Employees, MEBA, AFL-CIO

California Federation of Interpreters, CWA Local 39000, AFL-CIO

Committee of Interns & Residents, SEIU 1957

Deputy Probation Officers Union, Local 685, AFSCME, AFL-CIO

International Union of Operating Engineers, Local 501 AFL-CIO

Los Angeles County Building & Construction Trades Council, AFL-CIO

Los Angeles County Firefighters, Local 1014, AFL-CIO

Los Angeles County Lifeguard Association, MEBA, AFL-CIO

Professional Peace Officers Association

Teamsters Local 911

Union of American Physicians & Dentists, AFSCME, AFL-CIO



PH: (323) 213-4005
FX: (323) 724-0140
info@coalitionofcountyunions.com

Blaine Meek,
Chair

SENT VIA EMAIL ONLY

July 6, 2021

Ms. Susan R. Moomjean, Manager
Benefits and Employee Relations Division
Chief Executive Office – County of Los Angeles
500 W. Temple Street Room 784
Los Angeles, CA 90012

Re: Los Angeles Coalition of County Unions – 2022 Choices Kaiser Medical Negotiations and Considerations

Dear Ms. Susan R. Moomjean,

On behalf of the over 38,000 county employees represented by the Los Angeles Coalition of County Unions (CCU), this letter is to request that the County involve the CCU in its 2022 Choices renewal current continuing discussions with Kaiser. The CCU delegation should have the opportunity to engage in discussions about renewal options and negotiations with Kaiser alongside management, as an equitable part of the Joint-Labor Management Employee Benefits Administration Committee (EBAC).

In the most recent EBAC meeting, the County indicated that it will be continuing unilateral negotiations with Kaiser regarding the 2022 Choices renewal. County representatives did explain that they would take some of the questions from CCU back to Kaiser during their discussions. However, having its questions relayed is a very different proposition than CCU being a meaningful part of the discussions.

As elected labor leaders for the 18 diverse Unions, representatives participating in the EBAC understand the benefit needs of our membership better than anyone. The CCU's critical role is evidenced in the initial negotiated establishment of EBAC and EBAC's productive functioning for decades.

Coalition of County Unions • 2 Cupania Circle • Monterey Park • CA 91755

Ms. Susan Moomjean, Manager
July 6, 2021
Page 2

Should the County continue any Choices renewal discussions independent of input from the CCU, then the County would be disregarding the interests of over 38,000 represented employees. As plan fiduciaries, both the County and CCU members of EBAC must prioritize the benefit needs of our members and engage in mutual negotiations with the carriers.

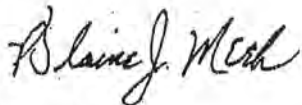
To begin this process, CCU requests that Kaiser representatives attend our next EBAC session on July 8. An open dialogue between Kaiser, the County, and CCU members can only be beneficial.

In addition, we want to reemphasize the CCU's belief that the County should be seeking a two-year renewal with Kaiser for the 2022 plan year. As expressed at the most recent EBAC meeting, the CCU has significant concerns that the COVID-19 pandemic has limited our membership's access to important preventative care services. Preventative care services normally received on an annual or ongoing basis have been delayed or deferred as a result of office closures and facility prioritization towards COVID-19 testing and treatment. The range of deferred procedures is large, and includes blood pressure and cholesterol measurements, breast cancer screenings and mammograms, and child preventative care.

With the deferral of preventative care services, CCU and the industry generally anticipate pent-up utilization demand. For example, missed cancer diagnoses or diagnoses caught at a later date could translate to an influx of higher cost claimants and further renewal increases in the future. Our members and their families may already be experiencing these hardships within their own home and the CCU's goal is to ensure future rate stability with Kaiser to protect them from compounded financial hardships. The best way to ensure this stability is with a two-year renewal with Kaiser.

Should you have any questions please do not hesitate to contact the CCU.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Blaine J. Meek". The signature is fluid and cursive, with the first name "Blaine" and last name "Meek" clearly distinguishable.

Blaine Meek
Chair
Los Angeles Coalition of County Unions

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	8/25/2021	
BOARD MEETING	9/15/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Chief Executive Office	
SUBJECT	Processing of Retroactive Pay and Deferred Compensation Correction Protocols	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Should go to the Board no later than 9/15/21 for approval, in order for Retroactive pay adjustments to be processed as soon as possible.	
COST & FUNDING	Total cost: \$ N/A	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Processing of Retroactive Pay and Deferred Compensation Correction Protocols	
BACKGROUND (include internal/external issues that may exist)	<p>Pursuant to existing ordinances, the Chief Executive Office (CEO) has developed procedures and protocols to address certain administrative errors under the Deferred Compensation and Thrift Plan ("Horizons"), the Pension Savings Plan ("PSP") and the 401(k) Savings Plan (each a "Plan") (the "Correction Protocols"). In addition, the Horizons and Savings Plan contain express provisions addressing certain "Settlement Awards," provided when an employee is reinstated following an adverse employment action. CEO is requesting approval to update the correction protocols to provide further clarification and bifurcate Plan Administrative errors versus County errors and differentiate certain County pay adjustments that do not fall under either of these "correction" procedures. Additionally, for those classified under the Deputy District Attorney II (9272), and who made Deferred Compensation deferrals based on retroactive pay adjustments during the period of October 30, 2020 through and including June 30, 2021, shall be entitled to receive matching contributions as if the Retro Pay amounts had been made on the July 31, 2021 pay date.</p>	
DEPARTMENTAL AND OTHER CONTACTS	<p>Name, Title, Phone # & Email:</p> <ul style="list-style-type: none"> Susan Moomjean, Manager, (213) 893-0040, smoomjean@ceo.lacounty.gov Kimberly Burch-Garcia, Principal Analyst, (213) 974-4999, kburch-garcia@ceo.lacounty.gov 	



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
HILDA L. SOLIS
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HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

September 15, 2021

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

Dear Supervisors:

PROCESSING OF "RETROACTIVE" PAY UNDER THE DEFINED CONTRIBUTION PLANS (ALL DISTRICTS) (3-VOTES)

SUBJECT

This letter along with the accompanying ordinance will amend the County of Los Angeles' (County) protocol to clarify treatment of retroactive pay (Retro Pay) adjustments under the County's Defined Contribution (DC) plans.

IT IS RECOMMENDED THAT THE BOARD:

Approve the accompanying ordinance amending Title 5 – Personnel of the Los Angeles County Code relating to the County of Los Angeles Deferred Compensation and Thrift Plan ("Horizons"), the 401(k) Savings Plan ("Savings") and the Pension Savings Plan ("PSP"), effective immediately following final passage.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to existing ordinances, the Chief Executive Office (CEO) has developed procedures and protocols ("Correction Protocols") to address certain administrative errors under the Horizons, PSP and the Savings Plans (each a "Plan"). The Correction Protocols address corrections that may be needed when a Plan administrative error occurs such as an employee who is inadvertently prevented from participating in the plan or an employee's deferral election does not get processed timely or correctly. In addition, the Horizons and Savings Plans contain express provisions addressing certain "Settlement Awards," that are provided when an employee is reinstated following an adverse employment action such as an overturned discharge or demotion. As explained below,

there are certain County pay adjustments that do not fall under either of these two types of “correction” procedures.

County Errors not Covered Under the Correction Protocols

When the County awards a bonus or back pay award to an employee retroactively (other than a reversal of adverse employment action) these types of adjustments do not fall under the existing Correction Protocols noted above because the “Plan” did not make an error.

In accordance with the Plan documents, when the Plans process employee deferrals and County matching contributions based on the employee’s eligible earnings and/or compensation at the time the contributions are made to the Plans, the Plan has been administered in accordance with its terms, thus, there is no error to correct. If the County subsequently retroactively adjusts an employee’s salary or other pay items, it does not create a Plan administrative error.

Retro Pay adjustments that are awarded to an employee are paid as a lump sum. If the employee is also a participant in the Plan(s), they will properly receive elective deferral contributions and matching contributions calculated on the Retro Pay adjustment at the time it is paid and based on the deferral rate and matching contributions rate in effect at that time. By contrast, the Plan’s existing Correction protocols take into account the employee’s deferral election that was in place during the affected time period.

Special Circumstance for Retro Pay Adjustment Processed During Match Curtailment

Recently, the County awarded Retro Pay to certain employees classified under the Deputy District Attorney II (9272). For some of these employees who received their Retro Pay adjustments during the period of October 30, 2020 through and including June 30, 2021, the County match was inadvertently not provided, while other employees under this classification who receive their Retro Pay adjustment after June 30, 2021, will receive the County match. The accompanying ordinance change ensures fair and equitable treatment to all affected employees under this classification.

Because Retro Pay is not covered by the Correction Protocols or the Settlement Award provisions, we recommend amending the County Code to clarify how Retro Pay is treated under the terms of the Plans. In addition, the Correction Protocols have been updated to expressly acknowledge that Retro Pay falls outside the scope of those Correction Protocols.

Implementation of Strategic Plan Goals

This action supports the County of Los Angeles’ Strategy III, Realize Tomorrow’s Government Today by pursuing operational effectiveness, fiscal responsibility and accountability.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Correction Protocols for the Plans are modeled based on the Internal Revenue Service (“IRS”) guidance addressing employer corrective contributions when a tax-qualified retirement plan has not been administered in accordance with its terms.

In addition, the Settlement Award provisions for Horizons and the Savings Plans (as summarized above) are more fully set forth in County Code Section 5.25.055 and Part 4.5 of Chapter 5.26, respectively. On the advice of outside tax counsel, CEO does not recommend expanding the scope of the Settlement Award provisions as the existing provisions have previously been reviewed and addressed by the IRS. Specifically, the Settlement Award Provisions in the Savings Plan were covered by the Plan's last favorable determination letter ("FDL"). The IRS no longer issues FDLs on a regular basis. Additionally, the Settlement Award provisions in the Horizons Plan were considered by the IRS, and amended accordingly, in connection with an IRS audit that began in 2016 and it is not recommended that those provisions be broadened.

The Association of Deputy District Attorneys has been notified of the correction process for the Retro Pay adjustments described herein and raised no objections.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended ordinance amendment will impact the County employees who are awarded Retro Pay, and who are currently participating in the Plan(s) at the time of the award is paid. Elective deferrals to Plans will be made based on the current deferral percentage that the employee elected, and based on that election, the employer matching contribution (if applicable) may be calculated. Furthermore, the amendment serves to distinguish between Plan administrative errors and County employment-related errors, increases efficiency and administratively expedites processing of Retro Pay through the Advantage Human Resources Management System.

Respectfully submitted,

FAD:JMN:MM:TP
SRM:KBG:MR:mst

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
All Department Heads
Association of Deputy District Attorneys
Los Angeles County Employees Retirement
Association



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION
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LOS ANGELES, CALIFORNIA 90012-2713

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(213) 974-1950
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(213) 626-5578
TDD
(213) 633-0901

RODRIGO A. CASTRO-SILVA
County Counsel

Fesia A. Davenport
Chief Executive Officer
713 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012


**Re: Ordinance Amending Title 5 – Personnel of the Los Angeles
County Code**

Dear Ms. Davenport:

Enclosed please find the analysis and the ordinance amending Title 5 – Personnel relating to the County of Los Angeles Deferred Compensation and Thrift ("Horizons") Plan, the Pension Savings Plan, and the County of Los Angeles Savings ("Savings") Plan to: (i) clarify that, except in the limited case of certain "Settlement Awards," retroactive adjustments to salary and pay items are taken into account only when paid for the purposes of calculating "Eligible Earnings" and "Compensation" upon which contributions are based; and (ii) treat certain employees in specified classifications as though they received a retroactive adjustment to salary after the restart of matching contributions in order to align their treatment with other employees in the same classification.

Very truly yours,

RODRIGO A. CASTRO-SILVA
County Counsel

By 
RICHARD D. BLOOM
Principal Deputy County Counsel
Labor & Employment Division

APPROVED AND RELEASED:

NICOLE DAVIS TINKHAM
Chief Deputy

RDB:bd
Enclosure

ANALYSIS

This ordinance amends Title 5 – Personnel of the Los Angeles County Code relating to the County of Los Angeles Deferred Compensation and Thrift ("Horizons") Plan, the Pension Savings Plan, and the County of Los Angeles Savings ("Savings") Plan by:

- Amending subsections 5.19.020 I, 5.25.020 L, 5.25.020 S, 5.26.020.13, and 5.26.020.19 to clarify that, except in the limited case of certain "Settlement Awards," retroactive adjustments to salary and pay items are taken into account only when paid for the purposes of calculating "Eligible Earnings" and "Compensation" upon which contributions are based.
- Amending subsections 5.25.050 E and 5.26.110 G to treat certain employees in specified classifications as though they received a retroactive adjustment to salary after the restart of matching contributions in order to align their treatment with other employees in the same classification.

RODRIGO A. CASTRO-SILVA
County Counsel

By: 
RICHARD D. BLOOM
Principal Deputy County Counsel
Labor & Employment Division

RBD:bd

Requested: 08/03/2021

Revised: 08/11/2021

ORDINANCE NO. _____

An ordinance amending Title 5 – Personnel of the Los Angeles County Code, relating to the County of Los Angeles Deferred Compensation and Thrift Plan, the Pension Savings Plan, and the County of Los Angeles Savings Plan.

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

SECTION 1. Section 5.19.020 is hereby amended to read as follows:

5.19.020 Definitions.

...

I. "Compensation" means the amount of an Employee's wages as defined for purposes of Section 3121 of the Code; provided that the amount of an Employee's wages taken into account under the Plan for any Plan Year (1) shall include any Deferred Compensation Contributions made on behalf of the Employee for such Plan Year, but (2) shall not exceed the contribution and benefit base determined under Section 230 of the Social Security Act for such Plan Year. For the avoidance of doubt, if a Participant's Compensation is adjusted retroactively, then, except in the case of a "settlement award," as defined in the Summary of County Administrative Correction Protocols, which shall be handled as provided in such Summary, any amount paid for the retroactive period of adjustment shall be taken into account as Compensation for the pay date on which such amount is actually paid rather than the pay period to which it is attributable

...

SECTION 2. Section 5.25.020 is hereby amended to read as follows:

5.25.020 Definitions.

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

. . .

L. "Compensation" means base rate, as established in Title 6 of the Los Angeles County Code, as amended, plus any monthly bonus established as a designated percentage of the base rate in the Level Percentage Conversion Table contained in such Title 6. Compensation shall not include any of the following:

1. Overtime compensation;

. . .

6. Except as provided in Section 5.25.055, any Settlement Award (as defined in Section 5.25.055).

Effective beginning on and after April 1, 2010, or such later date as may be determined by the Chief Administrative Office when the human resources management system reflecting this provision is implemented, each reference to "monthly bonus" in this Section 5.25.020.L shall be deemed to be a reference to "payroll period bonus." Notwithstanding the foregoing, if a Participant's Compensation is adjusted retroactively, then, except as otherwise provided in Section 5.25.055 with regard to Settlement Awards, any amount paid for the retroactive period of adjustment shall be taken into account for the pay date on which such amount is actually paid rather than the pay period to which it is attributable.

...

S. "Eligible Earnings" means any compensation for service performed for the County which is currently includible in gross income under the Code. Any monetary award received for recruitment of registered nurse employees shall not be included in Eligible Earnings. On or after January 1, 2003, Eligible Earnings shall have the same meaning as Includible Compensation. Notwithstanding the foregoing, for purposes of calculating a Participant's Deferred Compensation Contribution, if a Participant's Compensation is adjusted retroactively, then, except as otherwise provided in Section 5.25.055 with regard to Settlement Awards, any amount paid for the retroactive period of adjustment shall be taken into account as Eligible Earnings for the pay date on which such amount is actually paid rather than the pay period to which it is attributable.

...

SECTION 3. Section 5.25.050 is hereby amended to read as follows:

5.25.050 Matching ~~e~~Contributions.

...

E. Notwithstanding subsection A, no Matching Contributions shall be made by the County with regard to Compensation in, and Deferred Compensation Contributions made with respect to, payroll periods starting May 1, 2020, and continuing through June 30, 2021 (i.e., pay dates from May 29, 2020 through July 15, 2021); provided, however, that Participants in the Deputy District Attorney II (9272) classification who made Deferred Compensation Contributions from a retroactive pay adjustment made after October 1, 2020, but before June 30, 2021, shall be entitled to receive a Matching

Contribution as though those Deferred Compensation Contributions were made on the July 31, 2021 pay date. This subsection E shall not apply to: (1) Trial Court Employees or judges, (2) Participants providing services to the Los Angeles County Employees' Retirement Association, or (3) Represented Employees (other than those covered by an agreement providing that they receive all employee benefits as are provided currently for non-represented employees), who shall continue to receive Matching Contributions pursuant to the provisions set forth in the foregoing subsections of this Section 5.25.050.

SECTION 4. Section 5.26.020 is hereby amended to read as follows:

5.26.020 Definitions.

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

1. "Account" means a Participant's Tax Deferred Contributions Account, Matching Contributions Account, After-Tax Contributions Account, Termination Pay Contribution Account and Rollover Contributions Account as specified in Section 5.26.190.

...

13. a. "Compensation" means base rate, as established in Title 6 of the Los Angeles County Code, as amended, plus:

(1) Any monthly bonus established as a designated percentage of the base rate in the Level Percentage Conversion Table contained in

such Title 6 or established as a percentage of base rate pursuant to Parts 2 or 3 of Chapter 6.08 of such Title 6;

. . .

b. Compensation shall not include any of the following:

(1) Overtime compensation;

. . .

(6) Except as provided in Part 4.5 of Chapter 5.26, any Settlement Award (as defined in Part 4.5).

Effective beginning on and after April 1, 2010, or such later date as may be determined by the Chief Administrative Office when the human resources management system reflecting this provision is implemented, each reference to "monthly bonus" in this Section 5.26.020.13. shall be deemed to be a reference to "payroll period bonus." Notwithstanding the foregoing, if a Participant's Compensation is adjusted retroactively, then, except as otherwise provided in Part 4.5 with regard to Settlement Awards, any amount paid for the retroactive period of adjustment shall be taken into account for the pay date on which such amount is actually paid rather than the pay period to which it is attributable.

. . .

19. "Eligible Earnings" means any compensation paid to an Employee for service performed for the County which is currently includible in gross income under the Code, or which would be so includible had the Employee not signed a Compensation Deferral Agreement. On or after March 1, 2003, Eligible Earnings shall

have the same meaning as "415 Compensation." Notwithstanding the foregoing, for purposes of calculating a Participant's Tax Deferred Contribution as provided in Part 3, if a Participant's Compensation is adjusted retroactively, then, except as otherwise provided in Part 4.5 with regard to Settlement Awards, any amount paid for the retroactive period of adjustment shall be taken into account as Eligible Earnings for the pay date on which such amount is actually paid rather than the pay period to which it is attributable.

...

SECTION 5. Section 5.26.110 is hereby amended to read as follows:

5.26.110 Amount of Matching Contributions.

...

G. Notwithstanding the foregoing, no Matching Contributions shall be made by the County with regard to Compensation in, or Tax Deferred Contributions made with respect to, payroll periods starting May 1, 2020, and continuing through June 30, 2021 (i.e., pay dates from May 29, 2020 through July 15, 2021); provided, however, that Participants in the Deputy District Attorney II (9272) classification who made Tax Deferred Contributions from a retroactive pay adjustment made after October 1, 2020, but before June 30, 2021, shall be entitled to receive a Matching Contribution as though those Deferred Compensation Contributions were made on the July 31, 2021 pay date. For the avoidance of doubt, subject to the forgoing provisions, the year-to-date determination of Matching Contributions shall not take into account a Participant's Tax Deferred Contributions made on and after the May 29, 2020 pay date and continuing

through the July 15, 2021 pay date. This subsection G shall not apply to (1) Trial Court Employees or judges, or (2) Participants providing services to LACERA, who shall continue to receive Matching Contributions pursuant to the provisions set forth in the foregoing subsections of this Section 5.26.110.

SECTION 6. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[525020MRCEO]

PROCESSING RETROACTIVE PAY UNDER THE DEFINED CONTRIBUTIONS PROGRAM
SUMMARY OF CHANGES

	SECTION	TITLE	DESCRIPTION OF CHANGE & COMMENTS
1	5.19.020 (I)	County of Los Angeles Pension Savings Plan – Definitions - Compensation	Amending Compensation - Defining when a participant's compensation is adjusted retroactively, the amount of retroactive adjustment that will be paid will be based on the employees compensation when it is actually paid and not for the time frame in which the retroactive adjustment was attributable.
2	5.25.020 (L)	County of Los Angeles Deferred Compensation and Thrift Plan – Definitions - Compensation	Amending Compensation - Defining when a participant's compensation is adjusted retroactively, the amount of retroactive adjustment that will be paid will be based on the employees compensation when it is actually paid and not for the time frame in which the retroactive adjustment was attributable.
3	5.25.020 (S)	County of Los Angeles Deferred Compensation and Thrift Plan – Definitions Eligible Earnings	Amending Eligible Earnings by defining that when a participant of the Plan has a retroactive adjustment to their compensation, that the contributions are calculated on current eligible earnings at the time of adjustment and not based on the pay period(s) for which the adjustment is attributable.
4	5.25.050 (E)	County of Los Angeles Deferred Compensation and Thrift Plan – Matching Contributions	Amending Matching Contributions specifically for participants that fall under the classification of Deputy District Attorney II (9272) who had contributed to the Plan out of a retroactive pay adjustment where the adjustment was processed between October 30, 2020 but before June 30, 2021. These participants shall be entitled to receive matching contributions as though their contributions were made on July 31, 2021.
5	5.26.020 13	County of Los Angeles Savings Plan – Definitions - Compensation	Amending Compensation - Defining when a participant's compensation is adjusted retroactively, the amount of retroactive adjustment that will be paid will be based on the employees compensation when it is actually paid and not for the time frame in which the retroactive adjustment was attributable.
6	5.26.020(19)	County of Los Angeles Savings Plan – Definitions - Eligible Earnings	Amending Eligible Earnings by defining that when a participant of the Plan has a retroactive adjustment to their compensation, that the contributions are calculated on current eligible earnings at the time of adjustment and not based on the pay period(s) for which the adjustment is attributable.
7	5.26.110 (G)	County of Los Angeles Savings Plan – Amount of Matching Contributions	Amending Matching Contributions specifically for participants that fall under the classification of Deputy District Attorney II (9272) who had contributed to the Plan out of a retroactive pay adjustment where the adjustment was processed between October 30, 2020, but before June 30, 2021. These participants shall be entitled to receive matching contributions as though their contributions were made on July 31, 2021.

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	8/25/2021	
BOARD MEETING	9/15/2021	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Internal Services Department (ISD)	
SUBJECT	Request authority to award As-Needed Transportation Services Master Agreements (ANTSMA) and execute first Master Agreement with Transit Systems Unlimited, Inc.	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Expenditures under the MAs will vary from year to year based on the needs of the County departments.	Funding source: Departments are responsible for ensuring they have adequate funding prior to requesting services under the MA(s). Funding for the required services will be requested in each department's annual budget, as necessary, for each annual term and any extensions, and the MAs will only be used where sufficient budgeted funds are available from departments requesting work.
	TERMS (if applicable): MA initial term of three years, with two 2-year renewal options and six month-to-month extensions, for each MA.	
	Explanation: RFSQ solicitation will remain open and continuous throughout the term of the Master Agreement to continually qualify additional vendors.	
PURPOSE OF REQUEST	To request delegated authority to the Director of ISD or his/her designee to execute and administer MAs with vendors to provide as-needed transportation services and to award future MAs and administer subsequent work orders.	
BACKGROUND (include internal/external issues that may exist)	The intention of the recommended MA(s) is to allow ISD to provide As-Needed Transportation Services to any County department, to and from various County facilities and non-County facilities, who require one-way or round-trip transportation on an intermittent basis. Approval of recommendations will enable ISD to provide the as-needed transportation services, as services are requested, by establishing new As-Needed Transportation Services Master Agreements (ANTSMA) for Countywide use.	
DEPARTMENTAL CONTACTS	Christie Carr, Division Manager; (323) 267-3101; ccarr@isd.lacounty.gov	



SELWYN HOLLINS
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (323) 267-2101
FAX: (323) 264-7135

"Trusted Partner and Provider of Choice"

September 15, 2021

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

Dear Supervisors:

**REQUEST AUTHORITY TO AWARD AS-NEEDED TRANSPORTATION SERVICES
MASTER AGREEMENTS
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Request approval to award and execute a Master Agreement with Transit System Unlimited, Inc. (TSU) for as-needed transportation services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Internal Services Department (ISD), or his designee, to award and execute one Master Agreement (MA), Attachment 1, with the qualified vendor listed on Attachment 2 (Qualified Vendor List), to provide as-needed transportation services for an initial term of three years, with two additional two-year renewal options and six month-to-month extensions.
2. Authorize the Director of ISD, or his designee, to execute MAs with additional vendors as they become qualified throughout the term of recommended MA, exercise the extension renewal options, execute individual Work Orders (WO), suspend or terminate MAs for the administrative convenience of the County when vendors cease to be in administrative compliance (e.g., non-performance related issues, etc.), and execute applicable MA amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The intention of the recommended MA(s) is to allow ISD to provide As-Needed Transportation Services to any County department, to and from various County facilities and non-County facilities. The MA Contractors will provide transportation services to

County department employees that require one-way or round-trip transportation that occurs on an intermittent basis. The range of contracted services includes:

- On-call transportation services on an as-needed basis to County department customers.
- One-way trips from a County pick-up point with a drop off to a specified location.
- Round trips from a County pick-up point to a specified location and returning to the County pick-up point.
- Destinations for trips which include any location within Los Angeles County and locations in neighboring Counties.
- Transportation services using any, or all, but not limited to, the vehicles described herein: school buses, coach buses, transit/shuttle buses, and/or passenger vans.
- Vehicle services that comply with the Americans with Disabilities Act (ADA) and all other federal, state, and local safety laws and regulations, as requested.

Your Board's approval of recommendations one and two will enable ISD to provide the as-needed transportation services, as services are requested, by establishing new As-Needed Transportation Services Master Agreements (ANTSMA) for Countywide use.

Implementation of Strategic Plan Goals

The recommended actions supports the Countywide Strategic Plan Goal Number 2, Foster Vibrant and Resilient Communities by providing quality and efficient Countywide services, specifically Strategy II.2.2, Expand Access to Recreational and Cultural Opportunities by providing transportation services to recreational, cultural, medical centers, and business opportunities; and Strategy II.3, Make Environmental Sustainability our Daily Reality and Objective II.3.5, Support Clean, Flexible, and Integrated Multi-Model Transportation System that Improves Mobility by increasing mobility options for County residents.

FISCAL IMPACT/FINANCING

Approval of the recommended ANTSMA(s) does not guarantee contractors any minimum amount of work. The County only incurs an obligation as individual WOs are executed.

Expenditures under the ANTSMA(s) will vary from year to year based on the needs of County departments, who are responsible for ensuring they have adequate funding prior to requesting services under the ANTSMA(s). Funding for the required services will be requested in each department's annual budget, as necessary, for each annual term and any extensions.

Contractors will not be asked to perform services which exceed the amounts, scope of work and dates specified in each individual WO.

Currently, there is no impact to net County costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended ANTSMA(s) includes all the County's standard terms and conditions and has been approved as to form by County Counsel. The ANTSMA(s) also include the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, and compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support Compliance Program, Defaulted Property Tax Reduction Program, Local and Targeted Worker Hiring Policy, and County Preference Programs. The Community Business Enterprise Program information for the recommended vendor is identified in Attachment 3. The recommended firm was selected without regard to gender, race, creed, color or national origin for award of a MA.

The recommended ANTSMA and all subsequent ANTSMA(s) are not Proposition A agreements. County Code 2.201 does not apply to the ANTSMA(s) as these agreements are for temporary and intermittent services. It has been determined that the services under these agreements do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program" because the type of services that are being contracted for are not included in the current Low Cost Labor Resource Programs.

CONTRACTING PROCESS

On October 26, 2020, ISD released a Request for Statement of Qualifications (RFSQ) for As-Needed Transportation Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 4), which was sent to 224 vendors.

Additionally, ISD hosted two virtual vendor events to advertise the contracting opportunity, specifically to increase participation from our small business community, and worked closely with DCBA to advertise the contracting opportunity with their vendor network and also in their newsletter.

Since the release of the RFSQ, one Statements of Qualification (SOQ) has been received and reviewed for compliance with the minimum qualifications criteria stated in the RFSQ. The vendor was determined to be qualified and is now recommended for award of an

ANTSMA.

ISD will continue to advertise this contracting opportunity and new vendors may qualify for a ANTSMA at any time by submitting a SOQ. SOQs from these vendors will be reviewed by transportation subject matter experts from ISD to determine compliance with the minimum qualification set forth in the RFSQ. Vendors who meet all of the minimum qualifications stated in the RFSQ will be awarded an ANTSMA. Thereafter, as services are requested, qualified ANTSMA contractors will be solicited under competitive conditions to provide as-needed transportation services, and WOs will be awarded and executed by ISD to the lowest qualified bidder. Vendors who are certified as a County Preference Provider will receive the 15% preference on their individual WO bids during the bid evaluation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the ANTSMA (s) will allow ISD to provide transportation services to County departments on an as-needed basis.

CONCLUSION

The Executive Office, Board of Supervisors, is requested to return a stamped copy of the approved Board letter to the Director of ISD.

Respectfully submitted,

Selwyn Hollins
Director

SH:MO:CC:MM:ew

Attachments

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

The Honorable Board of Supervisors
September 15, 2021
Page 5

Director

SH:MO:CC:MM

Attachments

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



MASTER AGREEMENT #I10650

BY AND BETWEEN

COUNTY OF LOS ANGELES

INTERNAL SERVICES DEPARTMENT

AND

TRANSIT SYSTEMS UNLIMITED, INC.

FOR

AS-NEEDED TRANSPORTATION SERVICES

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**MASTER AGREEMENT #110650 BETWEEN
COUNTY OF LOS ANGELES,
INTERNAL SERVICES DEPARTMENT
AND
TRANSIT SYSTEMS UNLIMITED, INC
FOR
AS-NEEDED TRANSPORTATION SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of _____ 2021 by and between the County of Los Angeles, Internal Services Department hereinafter referred to as "County" and Transit Systems Unlimited, Inc., hereinafter referred to as "Contractor," to provide As-Needed Transportation Services.

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing As-Needed Transportation Services; and

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 Exhibit A County's Administration
- 1.2 Exhibit B Contractor's Administration
- 1.3 Exhibit C Contractor's EEO Certification
- 1.4 Exhibit D Jury Service Ordinance
- 1.5 Exhibit E Safely Surrendered Baby Law
- 1.6 Exhibit F Sample Work Order Formats
- 1.7 Exhibit G Forms Required For Each Work Order Before Work Begins

Work Orders Executed Under this Master Agreement

- 1.8 Exhibit J - Subsequent Executed Work Orders
- 1.9 EXHIBIT K - Charitable Contributions Certification - SB 1262 – Nonprofit Integrity Act of 2004

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

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following

words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.4 County Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.5 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.6 County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Director:** Director of the Internal Services Department.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.11 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Internal Services Department.
- 2.12 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.

- 2.14 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.15 Work Order (WO):** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

3.0 WORK

The As-Needed Transportation Services Master Agreement (ANTSMA) provides services to County departments in need of vehicle transportation for individuals or groups to meetings, field trips, planned events and other assorted activities. Vehicles to be used for transporting people include, but are not limited to: school buses, coach buses, transit/shuttle buses, wheelchair accessible buses, and passenger vans.

Pursuant to the provisions of this ANTSMA, the Contractor shall fully perform all services and other work and provide all documentation as set forth herein:

- 3.1 Executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel.
- 3.2 Operation of driver training and vehicle safety programs for Contractor's employees.
- 3.3 Maintain all records of each trip taken under this Agreement including but not limited to the number of passengers, locations, mileage, number of stops, and any other pertinent information and provide copies of the records to the County after each trip and in accordance with paragraph 8.37 of this Agreement.
- 3.4 The Contractor shall provide all vehicles, vehicle operators with appropriate license class and current endorsements as required by the California Vehicle Code and all other local, state, and federal laws and regulations.
- 3.5 Facilities, equipment, parts, and supplies required in the operation of service unless specifically identified to be contributed by County.
- 3.6 All vehicles deployed by the Contractor under this Agreement must be registered with the California Department of Motor Vehicles and remain in safe, operating, and working condition in accordance with California Vehicle Code Division 14.8. Safety Regulations (Vehicle

Code: 34500-34520.5) and all other federal, state, and local safety laws and regulations.

- 3.7 Contractor shall maintain all maintenance, repair, and service documents and records for all vehicles and equipment used under this Agreement in accordance with paragraph 8.37 of this Agreement;
- 3.8 All vehicles deployed by the Contractor under this Agreement must be equipped with fully-operational interior safety equipment, in accordance with California Vehicle Code Division 14.8. Safety Regulations (Vehicle Code: 34500-34520.5) and all other federal, state, and local safety laws and regulations.
- 3.9 County may request vehicles that comply with the Americans with Disabilities Act (ADA) and all other federal, state, and local laws and regulations.
- 3.10 Contractor must provide County with proof of current plan for ongoing compliance with Federal and State Department of Transportation (DOT) preventative maintenance and safety for the Contractor's maintenance facilities or terminals to be used for the duration of the proposed contract.
- 3.11 Contractor must provide County with copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections or passed all re-inspections of the Contractor's maintenance facilities or terminals to be used for the proposed contract for the prior three (3) thirteen (13)-month inspections pursuant to California Vehicle Code 34501c). If the Contractor has not performed services in California, the Contractor must provide copies of a similar vehicle, maintenance facilities or terminals inspection for the prior three (3) years by a governmental agency.
- 3.12 Contractor shall ensure that each driver has a valid California drivers license with the proper Class designation and any current endorsements required by the California Vehicle Code and any other applicable federal, state, or local laws or regulations for the assigned vehicle.
- 3.13 Contractor shall insure that all drivers and other employees who provide a service under this Agreement are not under the influence of alcohol, marijuana, prescription drugs, and/or any other illegal or legal substance that might impair the safe operation of their vehicle or service being provided.
- 3.14 Contractor must monitor the driving records of employees who will drive on this Master Agreement:
 - 3.14.1 Contractor must be enrolled in the California Department of Motor Vehicles (DMV) Employer Pull Notice (EPN) program California Vehicle Code; and

- 3.14.2 Contractor must verify that all drivers under this Agreement are enrolled in the EPN program and provide documentation to the County; and
- 3.14.3 Contractor must notify County within ten (10) days of receiving the EPN program's automatically generated and mailed driver record for any driver providing work or services under this Contract when any of the following actions or activities occur:
- Convictions;
 - Failures to appear (FTAs);
 - Accidents;
 - Driver license suspensions or revocations; and
 - Any other actions taken against their driving privilege.
- 3.14.4 Contractor must monitor their employee's performance, and if any employee displays unsafe workplace behaviors, Contractor shall not allow the employee to provide services for the County.
- 3.15 Contractor must immediately report to the County problem drivers and unsafe driving behaviors, in accordance with the EPN, of any driver.
- 3.15.1 County may require Contractor to remove reported problem drivers or unsafe driving behaviors, in accordance with the EPN, from their roster of available drivers under this ANTSMAs.
- 3.16 Contractor must report any and all incidents involving injury or property damage, however minor, while performing services under the Agreement to the County Project Manager. Any collision or other driving incident must be reported to the County within 12 hours of occurrence of the collision or driving incident.
- 3.16.1 Notice shall consist of a detailed description of the collision or driving incident including location of the collision or incident, condition of the vehicle after the collision or incident, and any reported injuries to passengers.
- 3.17 Contractor and or Contractor employee must provide County Project Manager with a copy of any Police Report of the collision or driving incident.
- 3.18 Work Orders shall generally conform to either Exhibit F1 or F2, depending on whether the particular Work Order is awarded on a rate per mile basis (see Exhibit F1) or on a price per fixed route basis (see Exhibit F2), subject to the Total Maximum Amount specified on each individual Work Order as determined by County. Each Work Order shall include an attached Statement of Work, which shall describe in

detail the particular project and the work required for the performance thereof.

- 3.19 If Contractor performs any task or provides any service or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.20 County procedures for issuing and executing Work Orders are as set forth in this sub-paragraph 3.20. Upon determination by County to issue a Work Order, County shall issue a Work Order Solicitation (WOS) containing a Statement of Work to all Master Agreement Qualified Contractors. Work may be solicited for single round-trip transportation or multiple fixed route transportation on a regular schedule. Each interested Qualified Contractor so contacted shall submit a bid to the County address and within the timeframe specified in the WOS. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.
- 3.21 Upon completion of evaluations, County shall execute the Work Order by and through the Internal Services Department staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. Work Orders are usually issued for periods not extending past the end of County's current fiscal year (June 30th) with the exception of Work Orders for as-needed services, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Order is only extended through the end of the fiscal year, County may either rebid the Work Order tasks or extend the Work Order if technical or cost circumstances require it.
- 3.22 County estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.
- 3.23 In the event Contractor defaults three times under sub-paragraph 3.22 within a given County fiscal year, then County may terminate

this Master Agreement pursuant to Sub-paragraph 8.42, Termination for Default.

- 3.24 Payment for all work shall be either on a rate per mile basis or on a price per fixed route basis, subject to the Total Maximum Amount specified on each individual Work Order.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by Director of ISD or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire in three (3) years after execution unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to two (2) additional two-year periods and six (6) month-to-month extensions, for a maximum total Master Agreement term of seven (7) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Director of ISD or his/her designee as authorized by the Board of Supervisors.
- 4.2.1 The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.3 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the ISD Contract Manager at the address herein provided in Exhibit A.

5.0 CONTRACT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to ISD by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 **No Payment for Services Provided Following Expiration/Termination of Master Agreement**

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

5.4 **Invoices and Payments**

- 5.4.1 For performing the tasks or providing the services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work Order upon completion of the specified work, at either the (1) rate per mile price (see Exhibit F1) or (2) total price per fixed route (see Exhibit F2), as identified in the Total Maximum Amount stated in the Work Order.
- 5.4.2 Payment for all work shall be on either a rate per-mile basis or a fixed price per fixed route basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with sub-paragraph 8.25, Liquidated Damages.
- 5.4.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Director, who shall be responsible for a detailed evaluation of

Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Work Order.

5.4.6 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Rate Per-mile Work Order:

Each invoice submitted by Contractor shall specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of miles being billed for the trip and the rate per mile specified in the Work Order; and
- Total amount of the invoice.

Fixed Price Per Route:

Each invoice submitted by Contractor shall specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the trip(s)/route(s) for which payment is claimed, the respective identifier(s) assigned to the trip(s)/route(s), and the individual amount being billed for each trip/route; and
- The total amount of the invoice.

5.4.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 (fifteen) calendar days after receipt of an undisputed invoice.

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

- 5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of the agreement/contract, 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.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit A. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the County and Contractor.

6.2 County's Project Director

The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.3 County's Work Order Director

A Work Order Director will be assigned for each Work Order by County's Project Director.

6.3.1 The responsibilities of the Work Order Director include:

- ensuring that Contractor satisfactorily complies with the technical standards and task requirements articulated in the individual Work Order, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 County's Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, sub-paragraph 8.1.

6.4 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Work Order

Directors on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

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

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

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

7.4.2 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. 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 Contractor shall notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

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

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against

any and all claims, demands, damages, liabilities, losses, 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 Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. 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 County without County's prior written approval.

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

7.6.4 Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G4.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

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

8.1.2 The Director of ISD, or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the

period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director of ISD, or his/her designee.

8.1.3 Addition of Vehicle Types or Specialized Services

An Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director of ISD, or his/her designee to add or delete Vehicle Types or Specialized Services.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at 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 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 Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor,

whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Complaints

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

- 8.4.1 Within 10 (ten) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 10 (ten) business days for County approval.
- 8.4.4 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.
- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 10 (ten) business days of receiving the complaint.
- 8.4.6 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.
- 8.4.7 Copies of all written responses shall be sent to the County's Project Manager within 10 (ten) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, 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 Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. 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 County without County's prior written approval.

8.6 Compliance with Civil Rights Laws

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), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.7 Compliance with County's Jury Service Program

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

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), 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 Master Agreement 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 Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of 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) 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 Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to,

identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.8 shall be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoff or Re-employment

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

8.10 Consideration of Hiring GAIN-GROW Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or 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. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 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 Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 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 Master Agreement 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 Master Agreement 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.

8.11.4 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.

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.12 Contractor's Acknowledgement of County's Commitment to 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 Exhibit E, 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. Information and posters for printing are available at www.babysafela.org.

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement 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.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain 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).

8.14 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Master Agreement on not less than an annual basis. Such

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

8.15 Damage to County Facilities, Buildings or Grounds

- 8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this

Master Agreement.

8.17 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 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.

8.19 Force Majeure

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, , 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"). Notwithstanding the foregoing, COVID-19 is excluded as a force majeure triggering event.

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of 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, 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 Contractor to meet the required performance

schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, 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.

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.21.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 – Confidentiality.

8.22 Indemnification

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

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section and Section 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (listed in sub-paragraph 8.23.2 below) have been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the

full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Internal Services Department, Contracting Division
1100 North Eastern Avenue
Los Angeles, California 90063
Attention: ISD Contract Manager

Contractor also shall promptly report to 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 Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers and, when applicable, Los Angeles County Metropolitan Transportation Authority (LACMTA) its Officers, Agents, and Employees (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. 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.

8.23.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that 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 County at least 10 (ten) days in advance of cancellation for non-payment of premium and 30 (thirty) 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 Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

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

8.23.5 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 County.

8.23.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-

insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.23.7 Waivers of Subrogation

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

8.23.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. 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 its Agents and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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 Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing 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.

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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.

8.23.12 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.

8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, 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.

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

8.24.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$5 million
Products/Completed Operations Aggregate:	\$5 million
Personal and Advertising Injury:	\$5 million
Each Occurrence:	\$5 million

8.24.2 Automobile Liability insurance providing scope of coverage on ISO policy form CA 00 01, or its equivalent. Such insurance shall include coverage for all "owned," "non-owned," and "hired" vehicles, or coverage for "any auto," in an amount as recommended by the Public Utilities Commission, but not less than the following (Can be met by a combination of primary and excess insurance coverage):

- Seating capacity of 40 (forty) passengers or more (including driver), \$30 million
- Seating capacity of 16 (sixteen) passengers or more (including driver), \$20 million.

- Seating capacity of 15 (fifteen) passengers or less (including driver), \$10 million.
- Taxicabs as defined by Vehicle Code Section 27908, a minimum of \$200,000 per person, \$5 million per occurrence, and \$100,000 property damage or a combined single limit of \$2 million.

A certificate evidencing such insurance coverage and an endorsement naming the County as additional insured thereunder shall be filed with the County Project Director prior to Contractor providing services hereunder.

8.24.3 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 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 10 (ten) days in advance of cancellation for non-payment of premium and 30 (thirty) days in advance for any other cancellation or policy change. If applicable to 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.

8.24.4 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.

8.25 Liquidated Damages

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her 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 his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her 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 may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract 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) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, 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.

8.25.3 The action noted in sub-paragraph 8.25.2 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 Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master

Agreement provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master 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 Master Agreement, then such lower prices shall be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

8.27.1 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, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

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

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, 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.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.27.5 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, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded

from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.27.6 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 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

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

8.31 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.

8.32 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at www.babysafela.org.

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A, County's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of ISD or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

- 8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 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.
- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

- 8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- 8.36.2 The Contractor may, without the prior written consent of

County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.36 shall apply.

8.37 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may

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

8.38 Recycled Bond Paper

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

8.39 Subcontracting

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor. Any attempt by the Contractor to subcontract may be deemed a material breach of this Master Agreement.

8.40 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 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County,

in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to 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.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with subparagraph 8.37, Record Retention and Inspection/Audit Settlement.

8.42 Termination for Default

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

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

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph

8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 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 Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

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

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

8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from 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 County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 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.

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

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

8.54 Intentionally Omitted

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

8.56 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, its employees and subcontractors acknowledge and certify 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.

8.57 Prohibition from Participation in Future Solicitation(s)

Neither a Contractor, subsidiary of nor Subcontractor to Contractor, nor a Proposer shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the Contractor/Proposer under this Agreement. As this prohibition applies to Subcontractors of the Contractor, the Contractor shall notify any Subcontractors providing services under this Agreement of this prohibition before they commence work. Any response to a solicitation submitted by the Contractor/Proposer, or by any subsidiary of or Subcontractor to the Contractor/Proposer in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Portability and Accountability Act of 1996 (HIPAA)

Inadvertent Access to Protected Health Information:

- 9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.1.3 Additionally, in the event of such inadvertent access, 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, Contractor shall indemnify, defend, and hold harmless 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 Contractor's or its

officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Local Small Business Enterprise (LSBE) Preference Program

9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and

Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Contractor's Charitable Activities Compliance

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 Contractors to complete the Charitable Contributions Certification, Exhibit K, 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. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Social Enterprise (SE) Preference Program

- 9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.6.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to

which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.7 Intentionally Omitted

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for

certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

**AUTHORIZATION OF MASTER AGREEMENT
FOR AS-NEEDED TRANSPORTATION SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Internal Services Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 202__.

COUNTY OF LOS ANGELES

By _____
Director, Internal Services Department

By Transit Systems Unlimited, Inc.
Contractor

Signed: Maurice Vanegas

Printed: Maurice Vanegas

Title: President

APPROVED AS TO FORM:

RODRIGO CASTRO-SILVA
County Counsel

By _____
Deputy County Counsel

**MASTER AGREEMENT #110650 FOR
AS-NEEDED TRANSPORTATION SERVICES**

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COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. I10650

WORK ORDER NO. _____

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY WORK ORDER DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

CONTRACTOR'S PROJECT DIRECTOR:Name: Maurice Vanegas_____Title: President_____Address: 8976 Laurel Canyon Blvd
Sun Valley, CA 91352_____Telephone: (818) 504-7270_____Facsimile: (818) 504-6403_____E-Mail Address: mvanegas@transitsystems.biz_____**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Lana Durets_____Title: Office Manager_____Address: 8976 Laurel Canyon Blvd
Sun Valley, CA 91352_____Telephone: (818) 504-7270_____Facsimile: (818) 504-6403_____E-Mail Address: ldurets@transitsystems.biz_____Name: Stephanie Dionisio_____Title: Operations Manager_____Address: 8976 Laurel Canyon Blvd
Sun Valley, CA 91352_____Telephone: (818) 504-7270_____Facsimile: (818) 504-6403_____E-Mail Address: sdionisio@transitsystems.biz_____**Notices to Contractor shall be sent to the following address:**Name: Maurice Vanegas_____Title: President_____Address: 8976 Laurel Canyon Blvd
Sun Valley, CA 91352_____Telephone: (818) 504-7270_____Facsimile: (818) 504-6403_____E-Mail Address: mvanegas@transitsystems.biz_____

CONTRACTOR'S EEO CERTIFICATION

Transit Systems Unlimited, Inc.

Contractor Name

8976 Laurel Canyon Blvd, Sun Valley, CA 91352

Address

95-4319424

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

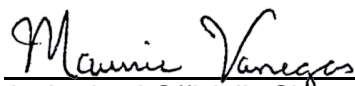
In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Maurice Vanegas, President

Authorized Official's Printed Name and Title



Authorized Official's Signature

2/10/2021

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

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

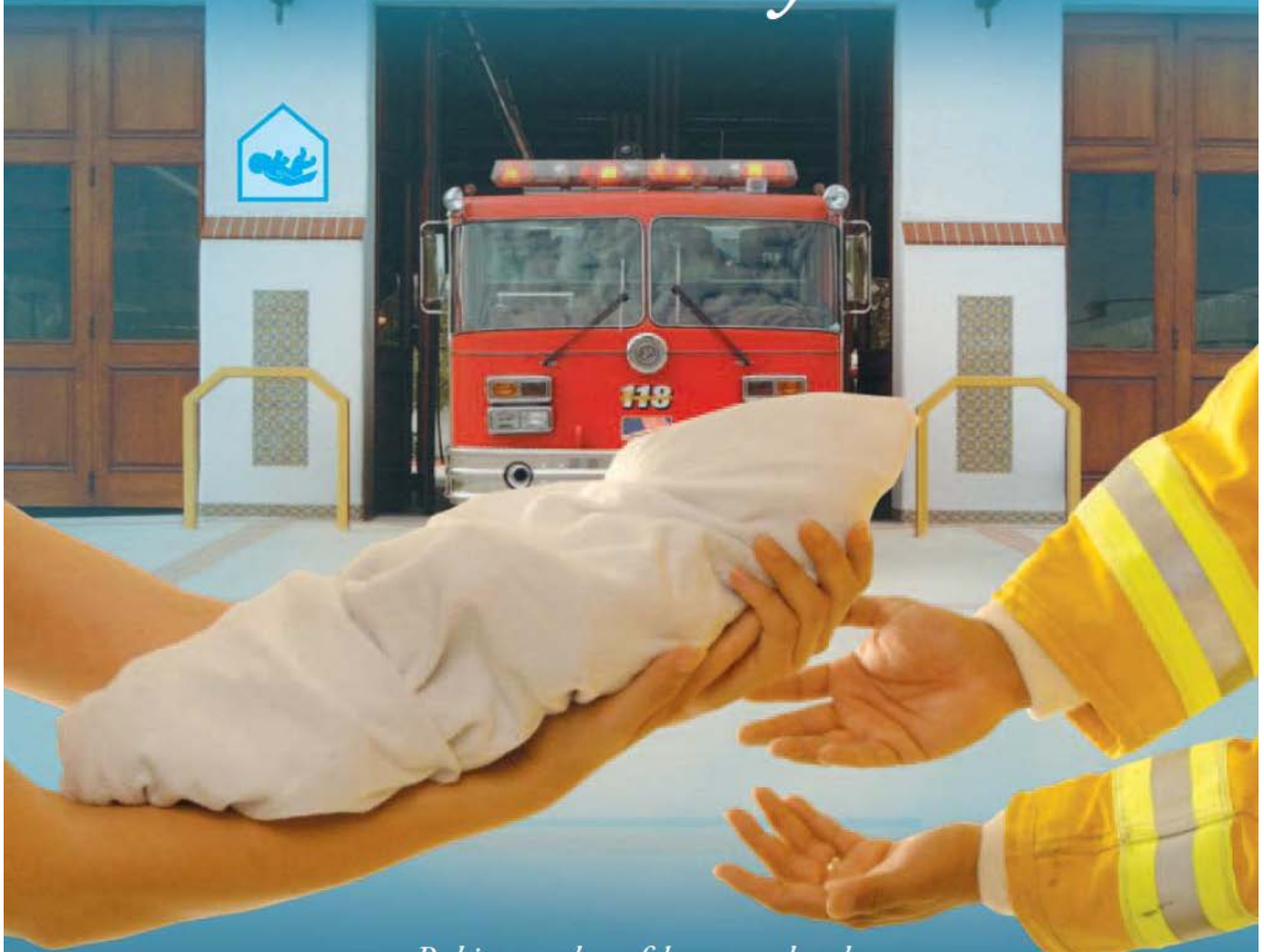
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

2.203.090. Severability.

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

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

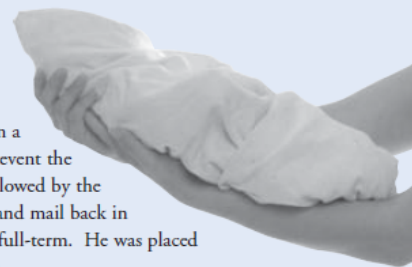
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



SAMPLE WORK ORDER FORMATS

F1 Rate Per Mile Basis

F2 Price Per Fixed Route Deliverable Basis

A STATEMENT OF WORK SHALL BE ATTACHED TO EACH INDIVIDUAL WORK ORDER

**AS-NEEDED TRANSPORTATION SERVICES
MASTER AGREEMENT WORK ORDER
(RATE PER MILE BASIS)**

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Requesting Department: _____

County Project Director: _____

County Manager/Supervisor: _____

I. GENERAL

Contractor shall satisfactorily perform all Services identified in Section II, Trip Detail, on a rate per mile basis, in compliance with the terms and conditions of Contractor's Master Agreement identified above.

II. TRIP DETAIL

Contractor shall provide the below-listed personnel and vehicle type whose rate per mile for this trip is as shown:

Rate per mile: _____ @ \$____./mile.

Vehicle Type: _____

Operator/Driver Name: _____

Operator/Driver license number and Class: _____

Pick Up Location Address: _____

Drop Off Location Address: _____

Total Number of Roundtrip Miles: _____

III. PAYMENT

A. The Total Maximum Amount that County shall pay Contractor for all Services to be provided under this Work Order shall not exceed _____ Dollars (\$_____).

Work Order No. _____

County Master Agreement No. _____

- B. Contractor shall invoice County only for actually miles driven, in accordance with the terms and conditions of Contractor's Master Agreement. Contractor shall be responsible for limiting the number of hours worked and miles driven by Contractor Personnel under this Work Order, not to exceed the Total Maximum Amount in III.A, above.
- C. Contractor shall satisfactorily perform and complete all required Services in Section II, Trip Detail, notwithstanding the fact that total payment from County shall not exceed the Total Maximum Amount.
- D. CONTRACTOR shall submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, service, or other work that is not specified in this Work Order, and/or that utilizes personnel and/or vehicle types not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the period of performance of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**AS-NEEDED TRANSPORTATION SERVICES
MASTER AGREEMENT WORK ORDER
(PRICE PER FIXED ROUTE BASIS)**

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Requesting Department: _____

County Project Director: _____

County Manager/Supervisor: _____

I. GENERAL

Contractor shall satisfactorily perform all the tasks and provide all the services detailed in the Statement of Work attached hereto as Attachment 1, on a price per fixed route basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. TRIP DETAIL

Price Per Fixed Route: \$____.____.

Vehicle Type: _____

Operator/Driver Name: _____

Operator/Driver license number and Class: _____

Pick Up Location Address: _____

Pick Up Location Address: _____

Drop Off Location Address: _____

Total Number of Roundtrip Miles: _____

III. A. The Total Maximum Amount that County shall pay Contractor for all Services to be provided under this Work Order shall not exceed _____ Dollars (\$_____).

Total Maximum Amount: _____

Work Order No. _____ County Master Agreement No. _____

B. Contractor shall satisfactorily perform and complete all required Services in accordance with Attachment 1, Statement of Work, notwithstanding the fact that total payment from County shall not exceed the Total Maximum Amount.

C. Contractor shall submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, service, or other work that is not specified in this Work Order, and/or that utilizes personnel and/or vehicle not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

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Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the period of performance of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT G

FORMS REQUIRED FOR EACH WORK ORDER **BEFORE WORK BEGINS**

G1 CERTIFICATION OF EMPLOYEE STATUS

G2 CERTIFICATION OF NO CONFLICT OF INTEREST

G3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

OR

G4 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

**TRANSPORTATION SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF EMPLOYEE STATUS

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Transit Systems Unlimited, Inc.

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. Jesus Pacheco
2. Camilo Gomez
3. Arturo Gomez
4. Marisol Sotelo

I declare under penalty of perjury that the foregoing is true and correct.

Maurice Vanegas

Signature of Authorized Official

Maurice Vanegas

Printed Name of Authorized Official

President

Title of Authorized Official

2/10/2021

Date

**TRANSPORTATION SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF NO CONFLICT OF INTEREST

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Transit Systems Unlimited, Inc.

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Maurice Vanegas

Signature of Authorized Official

Maurice Vanegas

Printed Name of Authorized Official

President

Title of Authorized Official

2/10/2021

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name Transit Systems Unlimited, Inc.

Work Order No. _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: Maurice Vanegas

DATE: 2 / 10 / 2021

PRINTED NAME: Maurice Vanegas

POSITION: President

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name Transit Systems Unlimited, Inc. Employee Name Jesus Pacheco

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: Jesus Pacheco DATE: 2 / 10 /2021

PRINTED NAME: Jesus Pacheco

POSITION: Driver

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name Transit Systems Unlimited, Inc. Employee Name Camilo Gomez

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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SIGNATURE: Camilo Gomez DATE: 2 / 10 / 2021

PRINTED NAME: Camilo Gomez

POSITION: Driver

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name Transit Systems Unlimited, Inc Employee Name Arturo Gomez

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

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EMPLOYEE ACKNOWLEDGEMENT:

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I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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SIGNATURE: Arturo Gomez DATE: 2 / 10 / 2021

PRINTED NAME: Arturo Gomez

POSITION: Driver

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name Transit Systems Unlimited, Inc. Employee Name Marisol Sotelo

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

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EMPLOYEE ACKNOWLEDGEMENT:

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SIGNATURE: Marisol Sotelo DATE: 2 / 10 / 2021

PRINTED NAME: Marisol Sotelo

POSITION: Driver

EXHIBIT H

INTENTIONALLY OMITTED

EXHIBIT I

INTENTIONALLY OMITTED

SUBSEQUENT EXECUTED WORK ORDERS

CHARITABLE CONTRIBUTIONS CERTIFICATIONTransit Systems Unlimited, Inc.

Company Name

8976 Laurel Canyon Blvd, Sun Valley, CA 91352

Address

95-4319424

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Maurice Vanegas

Signature

2/10/2021

Date

Maurice Vanegas, President

Name and Title of Signer (please print)

Qualified Vendor List

1. Transit Systems Unlimited, Inc.

PROPOSER'S ORGANIZATION AND CBE INFORMATION

This information was gathered for statistical purposes only. On final analysis and consideration of award, selection was made without regard to gender, race, creed or color.

FIRM INFORMATION		Transit Systems Unlimited, Inc.
Cultural/Ethnic Composition		% of Ownership
OWNERS/PARTNERS	Black/African American	
	Hispanic/Latin American	1 (97.5)
	Asian American	
	American Indian	
	Filipino	
	White	1 (2.5)
	Women	
		Number
MANAGERS	Black/African American	
	Hispanic/Latin American	
	Asian American	
	American Indian	
	Filipino	1
	White	2
	Women (included above)	2
STAFF	Black/African American	20 (12 Women)
	Hispanic/Latin American	26 (7 Women)
	Asian American	1 (1 Woman)
	American Indian	
	Filipino	
	White	3
	Women (included above)	20
TOTAL # OF EMPLOYEES		53
BUSINESS STRUCTURE		Corporation
Certified as Minority, Women, Disadvantaged or Disabled		No
Veteran Business Enterprise?		
Certifying Agency		

Solicitation details for RFSQ # 10605-S

x

Solicitation Number	RFSQ # 10605-S
Solicitation Title	AS-NEEDED TRANSPORTATION SERVICES
Solicitation Type	Service
Department	Internal Services Department
Commodity	TRANSPORTATION SERVICES FOR THE ELDERLY, HANDICAPPED, INCAPACITATED, PRISONERS, JURIES, ETC.
Open Date	10/26/2020
Closing Date	Continuous
Solicitation Amount	Not Available
Contact Name	Mark W. Manning
Contact Phone	(562) 940-3983
Contact Email	MManning@isd.lacounty.gov
Last Changed On	10/26/2020

Solicitation Description

Show more +

The County of Los Angeles (County), Internal Services Department (ISD) is seeking qualified Vendors to enter into As Needed Transportation Services Master Agreements (ANTSMA) with the County. The purpose of this Request for Statement of Qualifications (RFSQ) is to establish a continuous pool of qualified contractors that can provide transportation to and from various locations within Los Angeles County and other neighboring Counties. This solicitation will remain open continuously at the discretion of the County.

Attachments 6[RFSQ # 10605-S \[.docx \]](#)[Required Forms \[.docx \]](#)[Transmittal to Request a Solicitation Requirements Review \[.docx \]](#)

[Sample Master Agreement \[.docx \]](#)

[Exhibits to Sample Master Agreement \[.docx \]](#)

[Exhibits to Sample Master Agreement \[.docx \]](#)

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	8/25/2021	
BOARD MEETING	9/15/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS	
DEPARTMENT	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2021-2022 ADOPTED BUDGET AND OTHER CLASSIFICATION ACTIONS	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: Included in the FY 2021-2022 Adopted Budget	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	IMPLEMENT THE FISCAL YEAR 2021-2022 ADOPTED BUDGET AND OTHER CLASSIFICATION ACTIONS	
BACKGROUND (include internal/external issues that may exist)	<ul style="list-style-type: none"> • Implementation of Adopted Budget allocations which were approved in-concept by the Board on June 28, 2021 • Creation of one (1) unclassified classification: <ol style="list-style-type: none"> 1. Director, Victim Services (UC) (1569) (R14 \$12,151.26 - \$18,897.70 <u>Control Point \$15,691.56</u>) • Creation of two (2) new classifications: <ol style="list-style-type: none"> 1. Head Sheriff Dispatcher (2454) (NMO 95H \$5,602.09 - \$7,549.82) 2. Senior Media Artist, LACERA (0708) (NMO 103B \$6,857.09 - \$9,241.00) • Deletion of one (1) represented classification: <ol style="list-style-type: none"> 1. Agricultural Inspector III (0012) • Title change of one (1) represented classification: <ol style="list-style-type: none"> 1. Senior Community Worker (8105) to Senior Community Health Worker: 	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Ann Havens, Senior Manager, (213) 974-9960, ahavens@ceo.lacounty.gov Jennifer Revuelta, Principal Analyst, (213) 974-1783, jrevuelta@ceo.lacounty.gov Derek Mann, Principal Analyst, (213) 974-1254, dmann@ceo.lacounty.gov Chris Stevens, Senior Analyst, (213) 974-2507, cstevens@ceo.lacounty.gov Cecilia Surla Linsao, Senior Analyst, (213) 974-2420, csurla@ceo.lacounty.gov Patty Barnard, Principal Analyst, (213) 893-0049, pbarnard@ceo.lacounty.gov Carly Nyota, (626) 564-6000 Ext. 4397, cnyota@lacera.com Connie Chan, (626) 564-6000 Ext. 3580, cchan@lacera.com Dorinne Jordan, (213) 974-3500, DJordan@da.lacounty.gov Commander Brian Yanagi, 562-345-4314, BKYanagi@lasd.org Lieutenant Marshal Yelverton, 323-881-8002, MRYelver@lasd.org Rhonda Hennessy, 213-229-3145, RLHennes@lasd.org	



**CEO SEPTEMBER 15, 2021
FISCAL YEAR 2021-2022
ADOPTED BUDGET LETTER SUMMARY**

CEO Classification Contact Information

Ann Havens, Senior Manager, (213) 974-9960, ahavens@ceo.lacounty.gov
Jennifer Revuelta, Principal Analyst, (213) 974-1783, jrevuelta@ceo.lacounty.gov
Derek Mann, Principal Analyst (213) 974-1254, dmann@ceo.lacounty.gov
Chris Stevens, Senior Analyst (213) 974-2507, cstevens@ceo.lacounty.gov
Cecilia Surla Linsao, Senior Analyst (213) 974-2420, csurla@ceo.lacounty.gov

CEO Compensation Contact Information

Patty Barnard, Principal Analyst (213) 893-0049, pbarnard@ceo.lacounty.gov

Department Contact Information:

Carly Nyota, (626) 564-6000 Ext. 4397, cnyota@lacera.com
Connie Chan, (626) 564-6000 Ext. 3580, cchan@lacera.com
Dorinne Jordan, (213) 974-3500, DJordan@da.lacounty.gov
Commander Brian Yanagi, 562-345-4314, BKYanagi@lasd.org
Lieutenant Marshal Yelverton, 323-881-8002, MRYelver@lasd.org
Rhonda Hennessy, 213-229-3145, RLHennes@lasd.org

This Board Letter includes:

- Implementation of Adopted Budget allocations which were approved in-concept by the Board on June 28, 2021
- Creation of a new unclassified classification for the Office of the District Attorney:
 1. Director, Victim Services (UC) (1569): This unclassified classification will manage, through subordinate supervisors, the work of staff and volunteers engaged in providing direct assistance to victims and witnesses of crimes.
- Creation of a new classification for the Sheriff's Department:
 1. Head Sheriff Dispatcher (2454): This classification will manage, through subordinate supervisors, the dispatch programs, dispatch operations, and communications system within the Sheriff's Department.
- Creation of a new classification for the Department of Los Angeles County Employees Retirement Association (LACERA):
 1. Senior Media Artist, LACERA (0807): This classification will independently create and produce video, web, and print media to communicate retirement plans and other employee benefits information to LACERA members and employees.
- Deletion of one represented classification:
 1. Agricultural Inspector III (0012)
- Title change of one represented classification:
 1. Senior Community Worker (8105) to Senior Community Health Worker: The title change will better illustrate the scope of work performed by positions assigned to the classification.



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

September 15, 2021

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

Dear Supervisors:

COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2021-2022 ADOPTED BUDGET AND OTHER CLASSIFICATION ACTIONS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the departmental staffing provisions related to the approval of the Fiscal Year (FY) 2021-2022 Adopted Budget, as well as provide technical adjustments and corrections to reflect earlier Board-approved budget and classification actions. This letter and accompanying ordinance will also update the departmental staffing provisions by adding one (1) new unclassified classification and two (2) new classifications; by deleting one (1) represented classification; and by changing the title of one (1) represented classification.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to update the departmental staffing provisions to reflect positions allocated, deleted, and transferred in the FY 2021-2022 Adopted Budget and to implement routine technical adjustments and corrections to reflect earlier Board-approved budget and classification actions.
2. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to add one (1) new unclassified classification in the Office of the District Attorney and to add two (2) new classifications, one in the Department of the Los Angeles County Employees Retirement Association (LACERA) and the other in Sheriff.

3. Approve in the Classification Plan the deletion of one (1) vacant represented classification and the title change of one (1) represented classification. These actions have been approved by the Employee Relations Commission (ERCOM).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The following summarizes the purpose/justification of the recommended actions:

FY 2021-2022 Adopted Budget

The subject budget phase was approved, in concept, by the Board on June 28, 2021. Since that time, we have been working to gather and analyze the required information to determine and allocate the appropriate classification and level of new positions. This letter implements these specific changes to the departmental staffing provisions.

The Board's approval of the attached ordinance will fulfill the Charter requirement to provide for the number of County employees. It will also provide the authority for County departments to fill new positions allocated in the FY 2021-2022 Adopted Budget, delete positions which are obsolete, and make other adjustments as necessary. These recommendations are a routine part of the annual budget process.

Routine Adjustments and Corrections

Routine adjustments and corrections are being made to the ordinance to provide for staffing provisions for various County departments. These adjustments include position deletions and adjusting entries from previous classification actions such as reorganizations and mid-year allocations.

New Unclassified Classification

We are recommending the establishment of the Director, Victim Services (UC) (Item No. 1569) classification to direct the Victim Services Bureau in the Office of the District Attorney (Attachment). This single position classification will be responsible for planning, organizing, directing, and evaluating the operations of the Victim Services Bureau including developing and implementing program goals, objectives, priorities, policies and procedures; ensuring compliance with federal, State, County, and departmental regulations; directing the development of budget and allocation of resources; and coordinating operations with State and local agencies and organizations. The classification will manage, through subordinate supervisors, the work of staff and volunteers engaged in providing direct assistance to victims and witnesses of crimes.

New Classifications

We are recommending the establishment of the Head Sheriff Dispatcher (Item No. 2454) classification for the Sheriff's Department (Attachment). This single position classification will have responsibility for managing, through subordinate supervisors, the dispatch programs, dispatch operations, and communications system within the Sheriff's Department.

We are recommending the establishment of the Senior Media Artist, LACERA (Item No. 0807) classification (Attachment). Positions will report to a Creative Coordinator, LACERA or higher-level position and independently create and produce video, web, and print media to communicate retirement plans and other employee benefits information to LACERA members and employees. Positions will work with the Chief of Communications to develop brand standards and creative guidelines for all media created for LACERA; and will be responsible for creating and maintaining a Style Guide and for reviewing and directing the work of lower-level staff for adherence to technical standards.

Deleted Classification

In conjunction with our goal of reducing classifications, we are recommending the deletion of one (1) represented classification from the Classification Plan (Attachment). The represented classification has been approved for deletion by ERCOM and the affected department has been informed and concurs with this action. This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.

Title Change

We are recommending a title change for the Senior Community Worker (Item No. 8105) to Senior Community Health Worker (Attachment). The represented classification has been approved for title change by ERCOM and is consistent with the Community Health Worker title change approved by the Board on October 24, 2017. The new title is being proposed to better illustrate the scope of work performed by positions assigned to the classification. The requested title change and further revisions to the class specification also introduce an option for individuals with lived experience to qualify and compete for more jobs in the County workforce.

Implementation of Strategic Plan Goals

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The cost of and financing for the new position recommendations have been included in the FY 2021-2022 Adopted Budget. There is no cost associated with any other actions in this ordinance.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Article III, Section 11(3) of the Charter of the County of Los Angeles, the Board of Supervisors is “to provide, by ordinance, for the number of assistants, deputies, clerks, attaches, and other persons employed in the service of the County.” The County Charter also authorizes the establishment and maintenance of “a classification plan and the classification of all positions.” This responsibility is further delineated in Civil Service Rule 5.

The accompanying ordinance implementing amendments to Title 6, Salaries, of the County Code has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will enable departments to effect personnel actions associated with the FY 2021-2022 Adopted Budget and other classification actions.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:AC:AYH
JR:KP:mmg

Enclosure

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
Affected Departments

CLASSIFICATION PLAN CHANGES

ATTACHMENT

UNCLASSIFIED CLASSIFICATION RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	1569	Director, Victim Services (UC)	N23	R14

CLASSIFICATIONS RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	2454	Head Sheriff Dispatcher	NMO	95H
Savings/ Megaflex	0807	Senior Media Artist, LACERA	NMO	103B

REPRESENTED CLASSIFICATION RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
0012	Agricultural Inspector III

REPRESENTED CLASSIFICATION RECOMMENDED FOR TITLE CHANGE IN THE CLASSIFICATION PLAN

Item No.	Current Title	Recommended New Title
8105	Senior Community Worker	Senior Community Health Worker

ANALYSIS

This ordinance amends Title 6 – Salaries of the Los Angeles County Code by:

- Adding and establishing the salaries for three employee classifications;
- and
- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Agricultural Commissioner/Weights and Measures, Beaches and Harbors, Board of Supervisors, Chief Executive Office, County Counsel, Fire, Health Services, Human Resources, Medical Examiner-Coroner, Mental Health, Parks and Recreation, Probation, Public Health, Public Social Services, Public Works, Registrar-Recorder/County Clerk, and Sheriff.

RODRIGO A. CASTRO-SILVA
County Counsel

By: RICHARD D. BLOOM
Principal Deputy County Counsel
Labor & Employment Division

RDB:bd

Received: 08/02/21
Revised: 08/03/21

ORDINANCE NO. _____

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to add and establish the salaries for three employee classifications; and as a result of the budget process for FY 2021-2022, to add, delete, and/or change certain employee classifications and number of ordinance positions in various departments.

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

SECTION 1. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to add the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
<u>1569</u>	<u>DIRECTOR, VICTIM SERVICES (UC)</u>	<u> </u> *	<u>N23</u>	<u>R14</u>
<u>2454</u>	<u>HEAD SHERIFF DISPATCHER</u>	<u> </u> *	<u>NMO</u>	<u>95H</u>
<u>0807</u>	<u>SENIOR MEDIA ARTIST, LACERA</u>	<u> </u> *	<u>NMO</u>	<u>103B</u>

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the classifications added to Section 6.28.050 of the County Code.

SECTION 2. Section 6.32.010 (Agricultural Commissioner/Weights and Measures) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1861A	4	STAFF DEVELOPMENT SPECIALIST

SECTION 3. Section 6.32.010 (Agricultural Commissioner/Weights and Measures)

is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1842A</u>	<u>1</u>	<u>DEPARTMENTAL PERSONNEL ASSISTANT</u>

SECTION 4. Section 6.32.010 (Agricultural Commissioner/Weights and Measures)

is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1848A	4 <u>2</u>	MANAGEMENT ANALYST

SECTION 5. Section 6.42.010 (Department of Beaches and Harbors) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2343A</u>	<u>1</u>	<u>PROCUREMENT AID</u>
<u>0907A</u>	<u>1</u>	<u>STAFF ASSISTANT I</u>
<u>2940A</u>	<u>1</u>	<u>WATER PROGRAM AQUATICS MANAGER</u>
<u>2938A</u>	<u>8</u>	<u>WATER PROGRAM LIFEGUARD</u>
<u>2938E</u>	<u>10</u>	<u>WATER PROGRAM LIFEGUARD</u>
<u>2939A</u>	<u>2</u>	<u>WATER PROGRAM SPECIALIST,LIFEGUARD</u>

SECTION 6. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1099A	50 <u>51</u>	INTERMEDIATE BOARD SPECIALIST
1100A	44 <u>42</u>	SENIOR BOARD SPECIALIST

SECTION 7. Section 6.50.010 (Department of the Chief Executive Office) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0827A	20 <u>22</u>	ANALYST,CEO
0834A	8 <u>9</u>	EMERGENCY MANAGEMENT COORD II,CEO
0835A	8 <u>10</u>	EMERGENCY MANAGEMENT COORD III,CEO
0845A	35 <u>36</u>	MANAGER,CEO
0830A	106 <u>108</u>	PRINCIPAL ANALYST,CEO
0818A	29 <u>30</u>	PROGRAM SPECIALIST IV,CEO
0829A	70 <u>72</u>	SENIOR ANALYST,CEO

SECTION 8. Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1637A	45	<u>48</u>	CORONER INVESTIGATOR
4336A	16	<u>17</u>	SENIOR CRIMINALIST

SECTION 9. Section 6.64.010 (County Counsel) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
9206A	128	<u>129</u>	DEPUTY COUNTY COUNSEL
9232A	35	<u>36</u>	PARALEGAL

SECTION 10. Section 6.76.010 (Fire Department – Executive) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2214A	4	<u>3</u>	INTERMEDIATE TYPIST-CLERK

SECTION 11. Section 6.76.011 (Fire Department – Administrative) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1007A</u>	<u>1</u>	<u>ADMINISTRATIVE SERVICES DIV MGR</u>
<u>8250M</u>	<u>1</u>	<u>CAREER DEVELOPMENT INTERN</u>
<u>0205A</u>	<u>1</u>	<u>FIRE CAPTAIN(56 HOURS)</u>
<u>3039A</u>	<u>1</u>	<u>SAFETY OFFICER II</u>
<u>2101A</u>	<u>1</u>	<u>SENIOR SECRETARY II</u>
<u>1859A</u>	<u>1</u>	<u>TRAINING & COMMUNICATIONS SPEC,FIRE</u>

SECTION 12. Section 6.76.011 (Fire Department – Administrative) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	25 <u>30</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	6 <u>9</u>	ADMINISTRATIVE SERVICES MANAGER II
1004A	4 <u>2</u>	ADMINISTRATIVE SERVICES MANAGER III
1842A	5 <u>6</u>	DEPARTMENTAL PERSONNEL ASSISTANT
2214A	44 <u>15</u>	INTERMEDIATE TYPIST-CLERK
1848A	44 <u>18</u>	MANAGEMENT ANALYST
1843A	8 <u>10</u>	SENIOR DEPARTMENTAL PERSONNEL ASST
2216A	9 <u>12</u>	SENIOR TYPIST-CLERK

8243F -4 5 STUDENT PROFESSIONAL WORKER I

8242F 5 6 STUDENT WORKER

SECTION 13. Section 6.76.017 (Fire Department – Leadership and Professional Standards) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8250M	4	CAREER DEVELOPMENT INTERN
1842A	4	DEPARTMENTAL PERSONNEL ASSISTANT
2214A	3	INTERMEDIATE TYPIST CLERK
1848A	7	MANAGEMENT ANALYST
3039A	4	SAFETY OFFICER II
1843A	2	SENIOR DEPARTMENTAL PERSONNEL ASST
8243F	4	STUDENT PROFESSIONAL WORKER I

SECTION 14. Section 6.76.017 (Fire Department – Leadership and Professional Standards) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	7 <u>2</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	-4 <u>1</u>	ADMINISTRATIVE SERVICES MANAGER II

1004A	3	<u>2</u>	ADMINISTRATIVE SERVICES MANAGER III
0205A	9	<u>8</u>	FIRE CAPTAIN(56 HOURS)
2101A	3	<u>2</u>	SENIOR SECRETARY II
2216A	6	<u>3</u>	SENIOR TYPIST-CLERK
8242F	5	<u>4</u>	STUDENT WORKER
1859A	2	<u>1</u>	TRAINING & COMMUNICATIONS SPEC,FIRE

SECTION 15. Section 6.77.010 (Department of Public Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1004A	5 <u>6</u>	ADMINISTRATIVE SERVICES MANAGER III
4595N	24 <u>28</u>	ASSISTANT STAFF ANALYST,HLTH SERVS
8697N	4 <u>4</u>	CLINICAL PSYCHOLOGIST II
0748N	2 <u>4</u>	FINANCIAL SPECIALIST II
0750N	3 <u>4</u>	FINANCIAL SPECIALIST IV
0672N	44 <u>14</u>	HEALTH CARE FINANCIAL ANALYST
1848N	43 <u>16</u>	MANAGEMENT ANALYST
2526N	3 <u>4</u>	PRINCIPAL APPLICATION DEVELOPER
4594N	43 <u>14</u>	SENIOR STAFF ANALYST,HEALTH
4593N	49 <u>50</u>	STAFF ANALYST,HEALTH
4859N	40 <u>14</u>	YOUTH EDUCATOR SUPERVISOR

SECTION 16. Section 6.77.010 (Department of Public Health) is hereby amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8105N	1	SENIOR COMMUNITY WORKER <u>SENIOR COMMUNITY HEALTH WORKER</u>

SECTION 17. Section 6.78.010 (Department of Health Services – Administration) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5701A	4	HLTH FACILITIES CONSULTANT,NURSING

SECTION 18. Section 6.78.010 (Department of Health Services – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1514N	2 <u>3</u>	DISASTER SERVICES ANALYST
5476A	20 <u>21</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
4594A	52 <u>53</u>	SENIOR STAFF ANALYST,HEALTH
2216A	82 <u>83</u>	SENIOR TYPIST-CLERK
4593A	178 <u>183</u>	STAFF ANALYST,HEALTH
8242F	24 <u>20</u>	STUDENT WORKER
8712A	4 <u>2</u>	SUPERVISING PSYCHOLOGIST

SECTION 19. Section 6.78.010 (Department of Health Services – Administration)

is hereby amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8105A	17	SENIOR COMMUNITY WORKER <u>SENIOR COMMUNITY HEALTH WORKER</u>

SECTION 20. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5701A	2 <u>4</u>	HLTH FACILITIES CONSULTANT,NURSING
5408M	137 <u>139</u>	PHYSICIAN,POST GRADUATE (1ST YEAR)
5411M	109 <u>111</u>	PHYSICIAN,POST GRADUATE (2ND YEAR)
5476A	319 <u>321</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5476F	38 <u>36</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)

SECTION 21. Section 6.78.055 (Department of Health Services – Harbor Care)

South) is hereby amended to change the title of the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8105A	5	SENIOR COMMUNITY WORKER <u>SENIOR COMMUNITY HEALTH WORKER</u>
8105N	1	SENIOR COMMUNITY WORKER <u>SENIOR COMMUNITY HEALTH WORKER</u>

SECTION 22. Section 6.78.060 (Department of Health Services – LAC+USC

Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5295A	30 <u>28</u>	ASST NURSING DIR,ADMINISTRATION
5701A	6 <u>9</u>	HLTH FACILITIES CONSULTANT,NURSING
5476A	64 <u>83</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5456A	44 <u>15</u>	SENIOR PHYSICIAN
5096F	42 <u>11</u>	UNIT SUPPORT ASSISTANT

SECTION 23. Section 6.78.060 (Department of Health Services – LAC+USC

Medical Center) is hereby amended to change the title of the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8105A	3	SENIOR COMMUNITY WORKER <u>SENIOR COMMUNITY HEALTH WORKER</u>
8105N	1	SENIOR COMMUNITY WORKER <u>SENIOR COMMUNITY HEALTH WORKER</u>

SECTION 24. Section 6.78.065 (Department of Health Services – Rancho Los

Amigos) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5701A	4 <u>2</u>	HLTH FACILITIES CONSULTANT,NURSING

SECTION 25. Section 6.78.065 (Department of Health Services – Rancho Los

Amigos) is hereby amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8105A	2	SENIOR COMMUNITY WORKER <u>SENIOR COMMUNITY HEALTH WORKER</u>

SECTION 26. Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5468J	6 <u>5</u>	CLINIC PHYSICIAN,MD(PER SESSION)
5472J	34 <u>32</u>	CONSULTING SPECIALIST,MD(PER SESS)
5701A	2 <u>3</u>	HLTH FACILITIES CONSULTANT,NURSING
5286A	20 <u>22</u>	NURSE MANAGER
5474F	5 <u>3</u>	PHYSICIAN,MD(NON MEGAFLEX)
5339A	7 <u>9</u>	SUPERVISING STAFF NURSE II

SECTION 27. Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8105A	3	SENIOR COMMUNITY WORKER <u>SENIOR COMMUNITY HEALTH WORKER</u>

SECTION 28. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5295A</u>	<u>1</u>	<u>ASST NURSING DIR,ADMINISTRATION</u>

SECTION 29. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5701A	8 <u>5</u>	HLTH FACILITIES CONSULTANT,NURSING

SECTION 30. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8105A	1	SENIOR COMMUNITY WORKER <u>SENIOR COMMUNITY HEALTH WORKER</u>

SECTION 31. Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
5295A	3	<u>4</u>	ASST NURSING DIR,ADMINISTRATION
5092A	275	<u>274</u>	CERTIFIED MEDICAL ASSISTANT
5090A	178	<u>179</u>	CLINIC LICENSED VOCATIONAL NURSE I
5513A	2	<u>3</u>	CLINICAL PHARMACIST
5794A	44	<u>12</u>	DIAGNOSTIC ULTRASOUND TECHNICIAN
2214A	294	<u>292</u>	INTERMEDIATE TYPIST-CLERK
5121A	107	<u>108</u>	NURSE PRACTITIONER
2216A	29	<u>28</u>	SENIOR TYPIST-CLERK

SECTION 32. Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to change the title of the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8105A	27	SENIOR COMMUNITY WORKER <u>SENIOR COMMUNITY HEALTH WORKER</u>
8105N	2	SENIOR COMMUNITY WORKER <u>SENIOR COMMUNITY HEALTH WORKER</u>

SECTION 33. Section 6.80.010 (Department of Human Resources) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1912A	74	<u>73</u>	HUMAN RESOURCES ANALYST III
1913A	74	<u>72</u>	HUMAN RESOURCES ANALYST IV

SECTION 34. Section 6.86.010 (Department of Mental Health) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
8111F	300		MENTAL HEALTH ADVOCATE

SECTION 35. Section 6.86.010 (Department of Mental Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
8103F	4	<u>301</u>	COMMUNITY HEALTH WORKER
4727A	59	<u>60</u>	HEALTH PROGRAM ANALYST I
4729A	64	<u>65</u>	HEALTH PROGRAM ANALYST II
4731A	25	<u>26</u>	HEALTH PROGRAM ANALYST III
2214N	40	<u>12</u>	INTERMEDIATE TYPIST-CLERK
9038A	287	<u>288</u>	MENTAL HEALTH CLINICAL SUPERVISOR

9038N	34	<u>35</u>	MENTAL HEALTH CLINICAL SUPERVISOR
4735N	2	<u>3</u>	MENTAL HEALTH PSYCHIATRIST
8148A	63	<u>61</u>	MENTAL HEALTH SERVICES COORD I
8149A	70	<u>69</u>	MENTAL HEALTH SERVICES COORD II
9035N	60	<u>84</u>	PSYCHIATRIC SOCIAL WORKER II
8162N	2	<u>4</u>	PSYCHIATRIC TECHNICIAN II
4736F	65	<u>66</u>	RELIEF MENTAL HEALTH PSYCHIATRIST
8106A	2	<u>13</u>	SUPERVISING COMMUNITY HEALTH WORKER
1865A	48	<u>47</u>	TRAINING COORDINATOR, MENTAL HEALTH

SECTION 36. Section 6.86.010 (Department of Mental Health) is hereby amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8105A	39	SENIOR COMMUNITY WORKER <u>SENIOR COMMUNITY HEALTH WORKER</u>

SECTION 37. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
6608A	4	<u>10</u> AQUATICS MAINTENANCE TECHNICIAN
2948H	230	<u>237</u> LAKE LIFEGUARD, PARKS & RECREATION
8737F	409	<u>168</u> LOCKER ROOM ATTENDANT

2964H	240	<u>488</u>	POOL LIFEGUARD
2966H	15	<u>36</u>	POOL MANAGER
8796A	77	<u>107</u>	RECREATION SERVICES LEADER
8796H	386	<u>676</u>	RECREATION SERVICES LEADER
8800A	23	<u>27</u>	RECREATION SERVICES MANAGER
8798A	66	<u>73</u>	RECREATION SERVICES SUPERVISOR
2965H	36	<u>52</u>	SENIOR POOL LIFEGUARD
2216A	49	<u>22</u>	SENIOR TYPIST-CLERK
0907A	42	<u>13</u>	STAFF ASSISTANT I

SECTION 38. Section 6.100.010 (Probation Department – Support Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0648A	5 <u>6</u>	ACCOUNTANT III

SECTION 39. Section 6.100.015 (Probation Department – Special Services) is hereby amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8105A	5	SENIOR COMMUNITY WORKER <u>SENIOR COMMUNITY HEALTH WORKER</u>

SECTION 40. Section 6.100.017 (Probation Department – Juvenile Institution Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8618N	4	<u>GROUP SUPERVISOR,NIGHTS,PROBATION</u>

SECTION 41. Section 6.100.017 (Probation Department – Juvenile Institution Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8608A	402 <u>384</u>	DEP PROB OFF I(RES TREAT/DET SVCS)
8609A	254 <u>246</u>	DEP PROB OFF II(RES TREAT/DET SVCS)
8609N	43 <u>26</u>	DEP PROB OFF II(RES TREAT/DET SVCS)
8655A	676 <u>609</u>	DETENTION SERVICES OFFICER
8618A	415 <u>399</u>	GROUP SUPERVISOR,NIGHTS,PROBATION
2214A	37 <u>35</u>	INTERMEDIATE TYPIST-CLERK
8620A	35 <u>32</u>	PROBATION DIRECTOR
8657A	448 <u>145</u>	SENIOR DETENTION SERVICES OFFICER

SECTION 42. Section 6.108.010 (Department of Public Social Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	442 <u>144</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	48 <u>49</u>	ADMINISTRATIVE SERVICES MANAGER II
8018A	4 <u>2</u>	CHF DEP DIR OF PUB SOCIAL SERVS(UC)
8022A	30 <u>31</u>	HUMAN SERVICES ADMINISTRATOR II
7980A	215 <u>220</u>	PROGRAM ASSISTANT,PSS
2096A	6 <u>7</u>	SECRETARY III
2117A	4 <u>2</u>	SENIOR MANAGEMENT SECRETARY IV
0913A	46 <u>25</u>	STAFF ASSISTANT II
0918A	154 <u>155</u>	STAFF ASSISTANT,PSS

SECTION 43. Section 6.109.010 (Department of Public Works) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4179A	4 <u>3</u>	BUILDING INSPECTOR IV
4139A	2 <u>6</u>	CAPITAL PROJECTS MGMT ASSISTANT,PW
4140A	15 <u>16</u>	CAPITAL PROJECTS MGMT ASSOCIATE,PW
6498A	2 <u>3</u>	ELECTRO-MECHANIC SUPERVISOR
6495A	12 <u>13</u>	ELECTRO-MECHANIC WORKING SUPERVISOR

3608A	27	<u>24</u>	ENGINEERING AID III
3859A	11	<u>9</u>	ENGINEERING TESTING TECHNICIAN
4206A	4	<u>3</u>	ENVIRONMENTAL ENGINEERING SPEC
4411A	26	<u>24</u>	GEOGRAPHIC INFO SYST TECHNICIAN II
1138A	11	<u>10</u>	INTERMEDIATE CLERK
2095A	12	<u>11</u>	SECRETARY II
3428A	166	<u>165</u>	SENIOR CIVIL ENGINEERING ASSISTANT
3621A	11	<u>10</u>	SENIOR SURVEY-MAPPING TECHNICIAN
4215A	15	<u>14</u>	SR WASTE CONTROL ENGINEERING INSP
0907A	20	<u>19</u>	STAFF ASSISTANT I
3890A	16	<u>13</u>	SURVEY TECHNICIAN II
3686A	30	<u>38</u>	TRAFFIC SIGNAL ELECTRICIAN,PW
3685A	7	<u>10</u>	TRAFFIC TECHNICIAN II

SECTION 44. Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.		NO. OF ORDINANCE POSITIONS	TITLE
9304H	1007	<u>1058</u>	CLERK,NC
9312H	596	<u>598</u>	ELECTION ASSISTANT I,NC
9313H	378	<u>501</u>	ELECTION ASSISTANT II,NC
9315H	94	<u>94</u>	ELECTION ASSISTANT III,NC

SECTION 45. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0939A	64 <u>62</u>	CRIME ANALYST, SHERIFF
2708A	237 <u>238</u>	DEPUTY SHERIFF
2574A	2 <u>3</u>	INFORMATION TECHNOLOGY MANAGER III
2569A	44 <u>12</u>	INFORMATION TECHNOLOGY SPECIALIST I
2098A	9 <u>10</u>	SECRETARY V

SECTION 46. Section 6.120.016 (Sheriff – County Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	257 <u>267</u>	DEPUTY SHERIFF
2717A	84 <u>86</u>	SERGEANT

SECTION 47. Section 6.120.018 (Sheriff – Patrol Clearing Account) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	3618 <u>3616</u>	DEPUTY SHERIFF
2745A	307 <u>309</u>	LAW ENFORCEMENT TECHNICIAN

2719A ~~176~~ 178 LIEUTENANT

1229A ~~36~~ 38 OPERATIONS ASSISTANT II, SHERIFF

SECTION 48. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[FY21-22FINALADPTBDGTPCEO]

DRAFT

JOB DESCRIPTION

TITLE: Director, Victim Services (Unclassified)

ITEM NUMBER: 1569

APPROVAL DATE: TBD

DEFINITION: Has immediate responsibility for directing the Victim Services Bureau of the Office of the District Attorney.

CLASSIFICATION STANDARDS: The one position allocable to this class reports to a higher-level manager and is responsible for planning, organizing, directing, and evaluating the operations of the Victim Services Bureau in the Office of the District Attorney. This responsibility includes developing and implementing the bureau's program goals, objectives, priorities, policies and procedures; ensuring compliance with federal, State, County, and departmental regulations; directing the development of budget and allocation of resources; and coordinating operations with State and local agencies and organizations. The position in this class manages, through subordinate supervisors, the work of staff and volunteers engaged in providing direct assistance to victims and witnesses of crimes. The incumbent must exercise thorough knowledge of rules and regulations pertaining to victim-witness assistance, principles of management and supervision, and methods for planning and budgeting to meet service delivery goals and objectives. This classification requires the incumbent to have excellent communication skills and the ability to establish and maintain good public relations.

EXAMPLES OF DUTIES:

Plans, organizes, directs, and evaluates the work of the Victim Services Bureau.

Develops and implements the bureau's program goals, objectives, priorities, policies and procedures and ensures compliance with federal, State, County, and departmental regulations.

Determines service levels and directs the allocation of resources to achieve timely outcomes and measurable goals within budget.

Assesses and responds to community needs related to services for victims and witnesses.

Develops and adjusts plans and programs to meet emerging or new needs and demands, while continuing to address major departmental priorities.

Monitors the efficiency and effectiveness of the bureau's operations, staff assignments, service levels and administrative systems; identifies and implements opportunities for improvement.

Represents the District Attorney's Office before the Board of Supervisors, legislative boards, outside organizations, and the media on matters related to victims and witnesses.

Participates as a member of management in the department's activities and coordination of efforts with other County departments to address the needs of victims and witnesses throughout the County.

Collaborates with various community-based organizations, court representatives, and law enforcement agencies to establish and conduct outreach programs that will raise awareness of victims' rights and available services.

Provides consultation and advice to boards, committees and representatives from federal, State and local agencies on matters related to victims and witnesses.

Collaborates with the California Victim Compensation Board and other funding agencies to obtain and maintain grant funding for various victim services; explores grant funding opportunities to establish new victim service sites, enhance service delivery, and increase victims' access to services.

Develops and prepares the bureau's budget and grant application proposals and justifications; monitors program expenditures to ensure conformance to grant and budget allocations and program requirements.

Reviews and makes recommendations on existing and proposed legislation to improve the protection and preservation of victims' rights.

Determines training needs and develops and implements training for staff, law enforcement agencies, and other organizations providing services to victims of crimes.

MINIMUM REQUIREMENTS:

Graduation from an accredited college or university with a bachelor's degree in social welfare, psychology, sociology, criminal justice, or a closely related field -AND- Six years of progressively responsible experience managing a large-scale social service, criminal justice, or community-based program with responsibility for program planning and evaluation, policy development and implementation, direction of personnel, budget administration, and community resource coordination.

DESIRABLE QUALIFICATIONS:

- Specialized knowledge of victimology, trauma, violence prevention and the criminal justice system;
- An advanced doctoral level degree in psychology or a closely related field; and
- Executive level management experience.

LICENSE:

A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS:

2 – Light.



HEAD SHERIFF DISPATCHER

Class Code:
2454

COUNTY OF LOS ANGELES

Established Date: **TBD**

Revision Date: **TBD**

DEFINITION/STANDARDS:

DEFINITION:

Has responsibility for managing, through subordinate supervisors, the dispatch programs, dispatch operations, and communications system in the Sheriff Department.

CLASSIFICATION STANDARDS:

The one position allocable to this class reports to a Captain and has responsibility for managing Sheriff Dispatcher personnel, through subordinate supervisors. Under general direction, the incumbent manages personnel engaged in the operation, maintenance, and quality assurance of the Sheriff's Communications Center (SCC) dispatch training programs, dispatch operations, and communications system. The position in this class requires extensive knowledge of the Sheriff Department's dispatch and communications system operations and techniques; departmental dispatch policies, procedures, and services; and principles of management, budget, and personnel practices.

EXAMPLES OF DUTIES:

Manages dispatch operations, training, and quality assurance programs.

Plans, directs, and evaluates, through subordinate supervisors, the work of Sheriff Dispatcher personnel engaged in receiving, dispatching, and coordinating service calls from the public or other law enforcement representatives; tracking and maintaining systems equipment; and performing quality assurance controls, classroom instruction, and new technology research.

Ensures performance effectiveness of all Sheriff Dispatcher personnel.

Confers with field operations personnel regarding dispatching policies and procedures.

Analyzes and makes recommendations regarding pending legislation and rules of regulatory bodies that may affect the operations of the SCC, such as communications equipment allocation and Federal Communications Commission (FCC) regulations.

Performs administrative personnel functions including personnel selection, evaluation and documentation of work performance, employee development, corrective steps, disciplinary actions, and employee grievance resolution.

Directs the preparation of management studies, and analyzes, evaluates, and makes recommendations to management for the solution of problems of organization, policies, procedures, and staffing.

Assists in the preparation of proposals, justifications, budget requests, reports, and special projects for the unit, and makes presentations to Los Angeles County governing bodies.

Identifies, investigates, and makes recommendations for the solution of operational problems; and ensures compliance with established Mutual Aid agreements, contract commitments, and Sheriff Department's policies and procedures.

Directs and oversees the preparation of special projects, studies, and surveys; analyzes results; and implements best practice mechanisms.

Maintains operational effectiveness by ensuring the appropriate use of the unit's budget; forecasting the need for additional funding for staffing, services, supplies, equipment, and facilities; authorizing expenditures; and ensuring compliance with established County fiscal policies and procedures.

REQUIREMENTS:

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

One year of experience as a Supervising Sheriff Dispatcher or Supervising Public Response Dispatcher.

LICENSE:

A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS:

2 - Light.

OTHER REQUIREMENTS:

SPECIALTY REQUIREMENTS:

COMMENTS:

CLASS TITLE: Senior Media Artist, LACERA

ITEM NUMBER: 0807

APPROVAL DATE: TBD

DEFINITION:

Creates and produces video, web, and print media to communicate retirement plan and other employee benefit information to LACERA members and staff. Directs staff as a technical lead.

POSITION INFORMATION:

Positions allocable to this senior journey-level class report to a Creative Coordinator, LACERA or higher-level position. The positions work with the Chief of Communications to develop brand standards and creative guidelines for all media created for LACERA. As the technical lead on assigned projects, the positions are distinguished by responsibility for providing creative direction, technical guidance, and feedback on work produced by the lower-level Media Artist, LACERA. The positions are responsible for creating and maintaining a Style Guide, and reviewing the work of the Media Artist, LACERA, to ensure consistent standards are followed.

The positions independently create and produce creative, innovative, quality artwork for print, web, and digital media such as newsletters, annual reports, forms, brochures, fliers, posters, animation, videos and website graphics aligned with LACERA's brand strategy. Incumbents must utilize an in-depth knowledge of composition and production techniques, methods, styles, and media used in the development and creation of various print and graphic arts work. Incumbents meet with clients to discuss design projects and their needs.

Depending on the assignment, the position may also be required to have specialized technical knowledge of and experience in the following: creating storyboards, producing, directing, creating graphics, incorporating music and/or voiceover into digital media, video editing, creating animated and other computerized graphics, designing professional and innovative web site and web page graphics, and/or creating high quality studio photography that includes retouching images using image manipulation techniques. In addition, incumbents must possess the artistic and project management skills to conceptualize an entire assignment while being attentive to details and priorities and satisfying LACERA and County standards of professionalism, artistic expression, style, image, and customer service.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The following examples are intended to describe the general nature and level of work performed by persons assigned to each classification. Depending on the assignment, duties may include, but are not limited to the following:

Creates communication media to inform LACERA members and staff about retirement and other employee benefits by producing freehand, digital/computer generated artwork and multimedia designs.

Takes creative lead on projects and oversees the production of video, web, print and other marketing materials, including assigning, directing, training, reviewing, and approving the work of lower-level staff.

Collaborates with stakeholders to conceptualize and execute creative solutions that can be translated across various media platforms and to ensure consistency with LACERA branding.

Produces the final product by conceptualizing and creating the design needed including such artistic characteristics as color, style, shapes and materials, and the pre- and post-production requirements of video, web, and print.

Creates, illustrates and produces print materials such as business cards, forms, brochures, flyers, newsletters, e-mails, ads, logos, pamphlets, booklets, scrolls, the annual retirement law book and the annual financial report by utilizing freehand and computer-generated art; determines size and arrangement of illustrative material and copy; selects style and size of type; arranges layout and edits; and monitors the entire pre- and post-production process.

Designs digital animation and PowerPoints including the generation of graphic images, animation, sound and text into cohesive multimedia programs through the use of technology.

Designs web sites by producing graphic artwork, designs and copy layouts for online content; develops format and post content; refresh imagery and news items; and updates policies, programs and forms.

Makes recommendations for the purpose of obtaining paper stock, type, and printing services; and attends press checks when needed.

Researches data in order to select a theme to create a design which is an effective pictorial or graphic presentation of the data or subject to be publicized.

Monitors advances in media solutions and techniques. Continually refines processes to include advances that improve media services for use by LACERA.

Provides day-to-day maintenance and support for the Communications Studio equipment.

Makes recommendations regarding purchases of equipment and production operating policies.

Takes, composes, retouches and archives digital photographs.

May operate a video camera and create storyboards, produce, direct, create graphics, incorporate music and/or voiceover, and edit for video production.

May be required to perform other duties as assigned.

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

OPTION 1:

A Bachelor's degree from an accredited college in Graphic Design, Visual Arts, or a related subject -AND- five (5) years of experience* at an in-house creative department or design firm producing commercial art with extensive use of freehand and computer-generated imagery in the creation and the pre- and post-production of video, web, and print media.

OPTION 2:

Seven (7) years of experience* in an in-house creative department or design firm producing commercial art with extensive use of freehand and computer-generated imagery in the creation and the pre- and post-production of video, web, and print, media.

LICENSE:

A valid California Class C Driver License or the ability to utilize an alternative method of transportation to carry out essential job functions.

PHYSICAL CLASS:

2 - Light

SPECIALTY REQUIREMENTS:

*Specialized examinations may include:

Specialty

Web Graphic Design / Commercial Web Design

department or design firm performing web graphic design and/or commercial web design work that included determining the layout, font color, font type, logos, pictures, and other visual and verbal aspects of a website.

Add to read as:

*experience in an in-house creative

Videography / Commercial Video Production

producing, directing, creating graphics, incorporating music and voiceover, and editing video for final production and output to various platforms.

*experience in creating storyboards,