

OSCAR VALDEZ

INTERIM AUDITOR-CONTROLLER

COUNTY OF LOS ANGELES DEPARTMENT OF AUDITOR-CONTROLLER

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> > ASSISTANT AUDITOR-CONTROLLERS

MAJIDA ADNAN ROBERT G. CAMPBELL CONNIE YEE

June 27, 2023

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:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

37 June 27, 2023

CELIA ZAVALA EXECUTIVE OFFICER

### AUTHORIZATION TO RENEW FRAUD HOTLINE AND INVESTIGATIVE SERVICES AGREEMENT WITH THE LOS ANGELES HOMELESS SERVICES AUTHORITY ALL DISTRICTS (3-VOTES)

### **SUBJECT**

Recommendation to authorize the Auditor-Controller (A-C) to renew a Fraud Hotline and Investigative Services Agreement with the Los Angeles Homeless Services Authority (LAHSA), and, if needed, to enter into an information sharing agreement with the City of Los Angeles.

### IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Interim Auditor-Controller, or his designee, to execute a Fraud Hotline and Investigative Services Agreement (Agreement) with LAHSA, substantially similar to Attachment I. The Agreement will be effective upon the date of final execution by authorized officials of LAHSA and the A-C, through June 30, 2026, with the option for three (3) one-year extensions to June 30, 2029. The services provided by the A-C to LAHSA under the Agreement shall be funded by LAHSA at no net cost to the County.

2. Authorize the Interim Auditor-Controller to take the actions necessary to implement the Agreement, including to execute amendments when deemed necessary to improve the method for allocating the cost of services provided under the Agreement, to revise the services to be provided under the Agreement, or extend the Agreement by three (3) one-year extensions.

3. Authorize the Interim Auditor-Controller to enter into a non-monetary information sharing agreement with the City of Los Angeles, in the event the A-C determines such an arrangement is

The Honorable Board of Supervisors 6/27/2023 Page 2

needed for purposes of conducting investigations under this Agreement.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

LAHSA, a joint powers authority created by the Los Angeles County Board of Supervisors and the Mayor and City Council of the City of Los Angeles, is responsible for providing homelessness services throughout the County of Los Angeles. LAHSA is seeking the County's assistance to ensure appropriate investigation, follow-up, and oversight of allegations it receives of potential fraud, waste, and/or abuse of public funds provided to LAHSA for the administration of its programs, which have significantly expanded due to substantial increases in County funding.

The A-C's Office of County Investigations (OCI) is a law enforcement agency that is responsible for operating the Los Angeles County Fraud Hotline (Hotline) and conducting specialized investigations into waste, fraud, and abuse within County government. It is the intention of LAHSA and OCI to work together to consolidate and streamline the process for investigating allegations of fraud, waste, and abuse concerning LAHSA programs, funds, or LAHSA-funded agencies, by centralizing such reporting through the Hotline.

This Agreement replaces an agreement previously entered into on September 17, 2019, which expires on June 30, 2023. Under the Agreement, allegations relating to LAHSA will be reported to the Hotline. OCI will intake and assess any such allegations involving fraud, waste, and abuse, and provide periodic reports on such complaint activity. OCI will also provide investigation services for allegations involving potential significant criminal misconduct or cases where the nature of the allegations is such that LAHSA could not objectively or independently investigate themselves. LAHSA will be responsible for the actual cost of such investigations, which will be paid from LAHSA administration funds. OCI will refer other allegations (generally administrative in nature) to LAHSA for internal follow up. The Agreement was approved by LAHSA Commission on May 26, 2023. The Agreement was also presented to Los Angeles County Homeless Initiative management on May 5, 2023, and to the Operations Cluster on June 7, 2023.

The A-C is also requesting delegated authority to execute any necessary amendments to the Agreement in case the need arises to change the method for allocating the cost of operating the Fraud Hotline, revise the services to be provided under the Agreement, or to extend the term of the Agreement by three (3) one-year extensions. Any additional costs caused by such amendments shall be paid for by LAHSA and shall not be costs of the County.

In addition, the A-C is requesting delegated authority to enter into an information sharing agreement with the City of Los Angeles. This authority is requested, and shall only be exercised, if a situation arises where the A-C determines it is necessary to exchange confidential information with the City relating to an investigation conducted on behalf of LAHSA under this Agreement. Such an arrangement with the City shall be in writing, non-monetary, shall require mutual protection of confidential information, and shall be solely to facilitate the efficient and thorough investigation of matters under the Agreement.

### **Implementation of Strategic Plan Goals**

The Board's approval supports the County's Strategic Plan Goal I, Make Investments that Transform Lives, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

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#### FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. LAHSA will reimburse OCI for the actual cost of services provided.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County and LAHSA are both local agencies authorized by applicable law to enter into contracts for purposes of one local agency performing municipal functions on behalf of each other, including but not limited to Section 54981 of the California Government Code and Sections 56 <sup>1</sup>/<sub>4</sub> and 56 <sup>1</sup>/<sub>2</sub> of the Los Angeles County Charter.

This Agreement allows the A-C to continue providing these services and effectively renews the prior agreement entered into on September 17, 2019 which expires on June 30, 2023. The Agreement shall become effective upon execution by authorized representatives from LAHSA and A-C and will remain in effect through June 30, 2026, or until terminated by either party with 30 calendar days written notice to the other Party, unless terminated sooner by mutual written consent. This Agreement may be revised by mutual written consent of the Executive Director and Interim Auditor-Controller should any scope of services or conditions change. Prior to the expiration of the Agreement by executing three (3) additional one-year extensions until June 30, 2029. Any such revision or extension shall be memorialized by a written amendment to this Agreement.

The Agreement (Attachment I) has been reviewed by County Counsel.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this Agreement will consolidate and streamline the process for investigating allegations of fraud, waste, and abuse concerning LAHSA programs, funds, or LAHSA-funded agencies by centralizing such reporting through the Hotline.

### **CONCLUSION**

Please return two adopted copies of the Board letter to the Executive Office, Board of Supervisors. It is requested that the Executive Office, Board of Supervisors return one stamped copy of the approved Board letter to the Auditor-Controller's Executive Office.

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Respectfully submitted,

OSCAR VALDEZ Interim Auditor Controller

OV:RC:GH:TW:cm

Enclosures

 C: Fesia A. Davenport, Chief Executive Officer Celia Zavala, Executive Officer, Board of Supervisors Dawyn R. Harrison, County Counsel Cheri Todoroff, Executive Director, Los Angeles County Office Homeless Initiative Dr. Va Lecia Adams Kellum, Chief Executive Director, LAHSA Audit Committee Homeless Deputies Countywide Communications LAHSA Commission

# DEPARTMENT OF AUDITOR-CONTROLLER OFFICE OF COUNTY INVESTIGATIONS

# FRAUD HOTLINE AND INVESTIGATIVE SERVICES AGREEMENT

WITH

# LOS ANGELES HOMELESS SERVICES AUTHORITY

# For the Period July 1, 2023 through June 30, 2026



July 1, 2023

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This Fraud Hotline and Investigative Services Agreement (Agreement) is entered into by and between the Los Angeles County (County) Department of the Auditor-Controller (A-C), and the Los Angeles Homeless Services Authority (LAHSA). The A-C and LAHSA may be referred to collectively in this Agreement as "Parties" or singularly as "Party".

### I. <u>Recitals</u>

**A.** WHEREAS, the A-C is a department of the County that conducts audits and investigations, and housed within the A-C is the Office of County Investigations (OCI), a law enforcement agency, which is responsible for operating the Los Angeles County Fraud Hotline (Hotline) and conducting specialized investigations into waste, fraud, and abuse within County government.

**B.** WHEREAS, LAHSA is an independent, joint powers authority created by the Los Angeles County Board of Supervisors and the Mayor and City Council of the City of Los Angeles and is responsible for providing homelessness services throughout the County of Los Angeles.

**C.** WHEREAS, in the period preceding the initial Agreement (FY 2019-2023), LAHSA has experienced an increase in reports alleging acts of fraud, waste, and/or abuse of public funds provided to LAHSA for the administration of its programs and has significantly expanded the scope and magnitude of services it provides corresponding to a substantial increase in funding from the County. Investigations of such allegations were handled internally by LAHSA; however, LAHSA is seeking the continuation of additional support to ensure appropriate investigation, follow-up, and oversight regarding any future allegations of fraud, waste, and abuse reports.

**D.** WHEREAS, LAHSA seeks to retain the A-C's services to receive, assess, and triage allegations, including anonymous/whistleblower tips of waste, fraud, or abuse within or against LAHSA and/or LAHSA-funded agencies, and to conduct investigations on LAHSA's behalf in a manner consistent with applicable law and best practices for such investigations.

**E.** WHEREAS, the Parties are each local agencies authorized by applicable law, including Sections 56 ¼ and 56 ½ of the Los Angeles County Charter and Section 54981 of the California Government Code, to enter into contracts for purposes of one local agency performing municipal functions on behalf of the other.

NOW THEREFORE, the A-C and LAHSA agree to the following:

### II. General Terms and Conditions

**A.** Mutual Understanding. This Agreement memorializes the mutual understanding between the A-C and LAHSA with respect to OCI providing the services described in Section III and IV of this Agreement, in exchange for LAHSA agreeing to reimburse the A-C for its costs of services according to Section VI of this Agreement and undertaking the responsibilities as set forth in this Agreement. This Agreement also

memorializes the terms under which the A-C and LAHSA, and their respective staff, management, consultants, agents, representatives, experts, and counsel will manage and protect confidential and/or privileged information shared and exchanged during the course of investigations.

**B.** Compliance with Applicable Laws. Each Party agrees to comply with all applicable laws, regulations, court orders, and other valid legal process, and that nothing in this Agreement shall be construed or interpreted as requiring a Party to act in violation of its legal obligations.

**C.** Confidentiality. Detailed investigative reports and supporting documents shall not be disclosed except as provided in California Government Code Section 53087.6, or as otherwise required by law. Pursuant to California Government Code Section 6254.5(e), the persons listed pursuant to paragraph II.D, below, shall be authorized to receive confidential information shared between the Parties pursuant to this Agreement. Any such information and communications received shall be treated as confidential and used only for the investigation services contemplated in this Agreement. Accordingly, the Parties will assert any applicable exemption from public disclosure under the California Public Records Act.

**D.** Nothing in this Agreement shall prohibit or restrict either Party from acting in accordance with their legal obligations or disclosing information and/or records if required by law, including a valid court order or other legal process. Any inadvertent disclosure by a Party that is inconsistent with this Agreement shall not waive the confidentiality of such information.

E. Compliance with California Public Records Act. The Parties acknowledge and agree that each are subject to the California Public Records Act, and that this Agreement is meant to satisfy the requirements of California Government Code Section 7921.505(c)(5) which allows public agencies that share information that is otherwise exempt from disclosure under the California Public Records Act to agree to treat the disclosed material as confidential, and thus not waive any of the exemptions from disclosure listed in California Government Code Sections 7921.505, 7924.510, 7924.700, or other similar provision of law or under the Freedom of Information Act Title 5 USC section 552(b). The Parties agree that only those County staff authorized in writing by the Auditor-Controller, and those LAHSA staff authorized in writing by the LAHSA Chief Executive Officer, shall be authorized to receive confidential information shared between the Parties pursuant to this Agreement. The Parties shall prepare, and exchange lists of those persons authorized to receive confidential information, which shall specify the authorized persons' name, title, contact information, and employing agency. Individuals listed must have a business purpose for having access to the information and the good judgment to handle the information appropriately. LAHSA further agrees that it should always list the members of LAHSA's governing body as authorized persons. The Auditor-Controller and LAHSA Chief Executive Officer may update their respective agency's list as necessary and shall provide any updated lists to the other Party promptly after updates are approved and upon request of the other Party. The Parties shall retain

the lists of authorized employees for the duration of this Agreement and at least three years after the Agreement is terminated, expires, or otherwise ceases to be in effect.

**F.** Demand for Shared Materials. A Party who receives a compulsory request from a non-Party to release, disclose, discuss or obtain access to any shared information, including confidential and/or privileged information (such as a subpoena, discovery request, or request under the California Public Records Act or other federal or State statute) shall notify the other Party of such request at least five (5) business days prior to the date on which a response to such a request is due in order to permit the other Party to intervene. If a five (5) business day notice cannot be provided because of the return date of the process, the Party upon whom the demand or request is made agrees to seek an extension of time to respond to the request in order to allow provision of a five (5) business day notice to the other Party.

**G.** If either Party determines an allegation or investigation involves employees and/or funding of the City of Los Angeles (City), LAHSA may share, or direct OCI to share, confidential information with appropriate employees of the City pursuant to the Homeless Emergency Aid Program Agreement by and between the City and LAHSA (City Council File No. 18-0628; Agreement no. C-133135) (the City/LAHSA Agreement), or any other agreement between the City and LAHSA that authorizes the confidential exchange of information consistent with applicable law.

### III. Statement of Work

**A.** Statement of Work. The objective of this Statement of Work is to describe the services, cost, period of performance, and roles and responsibilities between the Parties relating to the services rendered. It is the intention of LAHSA and the A-C to work together to consolidate and streamline the process for aggregating and investigating allegations of fraud, waste, and abuse concerning LAHSA programs, funds, or LAHSA-funded agencies, by centralizing such reporting through the Hotline. The Hotline provides a 24-hour, anonymous web portal for reporting and tracking allegations of fraud, theft, embezzlement, ethics violations, management improprieties, and other misconduct, waste, and abuse of public resources. All fraud reports filed with the Hotline, either by phone, e-mail, fax, or via the web portal, will be triaged, assessed, and processed by OCI Hotline staff in the manner prescribed in Section IV. The Hotline is operated pursuant to Government Code 53087.6.

**B.** Period of Performance. This Agreement shall become effective upon signature by the authorized officials from LAHSA and the A-C and will remain in effect through June 30, 2026, or until terminated by either Party with 30 calendar days written notice to the other Party, unless terminated sooner by mutual written consent. This Agreement may be revised by mutual written consent of the LAHSA Chief Executive Officer and Auditor-Controller should any scope of services or conditions change. The Parties may extend the duration of this Agreement with three (3) additional one-year extensions, for a potential maximum period of six (6) years. Any such revision or extension shall be memorialized by a written amendment to this Agreement.

**C.** Services to be Provided. The A-C agrees that OCI shall provide hotline, investigative, and related services to LAHSA, including intaking and assessing allegations involving fraud, waste, and abuse of LAHSA resources, and related periodic reporting on such complaint activity. OCI shall also provide, either directly or through contracted personnel supervised by OCI staff, investigation services for allegations of significant misconduct, including referral for prosecution and/or regulatory action when required by law or at the determination of OCI. OCI may refer other allegations to LAHSA for follow-up (generally administrative in nature or where use of LAHSA monitors can be more effective) as indicated in Section V. Paragraph C. Key functions within the area of service provided by the A-C are detailed in Section IV of the Agreement.

**D.** LAHSA Responsibilities. LAHSA will encourage staff, vendors, and program participants to report allegations to the Fraud Hotline as soon as they believe they have factual information suggestive of financial and/or administrative violations involving LAHSA, funds administered by LAHSA, its employees, sub-recipients and/or clients. In addition, LAHSA will require all staff to immediately refer all known fraud, waste, and/or abuse allegations to the Hotline to ensure the proper handling of all such matters. In order to ensure high quality, timeliness, and successful delivery of service to its program participants, LAHSA and its staff will not investigate any allegations or communicate with the individuals under suspicion when it receives an allegation of fraud, waste, and abuse against LAHSA or a LAHSA-funded agency unless otherwise directed in writing by OCI and/or assignment in OCI's Investigation Tracking and Management System. LAHSA will provide the A-C with any information or documents requested by the A-C. LAHSA's additional responsibilities are outlined in Section V of the Agreement.

Once Auditor-Controller determines an allegation is administrative in nature and refers it to LAHSA, it will be the responsibility of LAHSA to track and investigate the administrative allegation in accordance with LAHSA's own policies and procedures.

**E.** Cost of Services. The cost for services is provided in detail in Section VI of the Agreement.

**F.** Auditor-Controller Contact List. The A-C contact list is provided in detail in Appendix A of the Agreement. A-C shall notify LAHSA within ten (10) business days of any change in the contact list as shown in Appendix A.

**G.** LAHSA Contact List. The LAHSA contact list is provided in detail in Appendix B of the Agreement. LAHSA shall notify A-C within ten (10) business days of any change in the contact list as shown in Appendix B.

### IV. <u>Services to be Provided to Los Angeles Homeless Services Authority</u>

- **A.** Fraud Hotline Operation
  - 1. Maintain Fraud Hotline website that accepts allegations of fraud, waste, and abuse related to LAHSA.

- 2. Allow LAHSA to publish Fraud Hotline website address, phone number, e-mail, and facsimile number.
- 3. Provide Hotline posters and other promotional materials and graphics for distribution at LAHSA places of business, vendors, and service delivery sites, as well as on LAHSA and partner websites, as deemed appropriate by LAHSA.
- 4. OCI will maintain a confidential database of allegations and outcomes.
- 5. All fraud, waste, and abuse allegations will be collected via the Hotline. OCI operators will log and evaluate allegations received via the Hotline as described in Section IV.A.2.
- 6. Within five (5) business days of receiving an allegation, OCI will review and initiate their triage process, evaluate the severity of each allegation, and make a preliminary determination of the appropriate course of action. Allegations that do not contain enough information or are duplicative, may be closed by OCI without further work being performed.
- 7. OCI will investigate allegations involving significant criminal misconduct, as well as cases where the nature of the allegations is such that LAHSA could not objectively or independently investigate themselves. All other allegations, generally administrative in nature, will be referred to LAHSA for follow-up.
- 8. OCI will track the assignment of allegations and the status of each case.
- 9. OCI will authorize LAHSA to access and use the A-C's Investigation Tracking and Management System to receive, assign, disposition, report out on, and research LAHSA-related cases, and for other purposes described in this Agreement.
- **B.** Investigation Services
  - 1. OCI shall investigate, or refer to the appropriate law enforcement agency, allegations involving LAHSA employees, contractors, or vendors, that OCI determines are credible, material, jurisdictional, and criminal in nature.
  - 2. Cases OCI determines are not credible, material, jurisdictional, and/or criminal in nature shall be closed or referred to LAHSA or the appropriate agency for disposition.
  - 3. OCI may consider investigating other allegations where OCI determines that LAHSA is impaired in its ability to complete an unbiased investigation.

- 4. Upon the completion of each investigation, OCI will prepare either a confidential investigative report for substantiated allegations, or case closure memo to file for unsubstantiated allegations.
- 5. OCI, at its sole discretion, may provide notification and/or the results of its investigations to LAHSA and its governing body, as well as representatives of the member agencies comprising the joint powers authority and their designated counsel.
- 6. OCI will make necessary referrals to the appropriate prosecutorial agencies when necessary.
- 7. OCI will notify other law enforcement agencies in the appropriate jurisdiction when appropriate.
- 8. OCI conducts its investigations in accordance with the authority described in Penal Code Section 830.13.
- **C.** Reporting
  - 1. OCI will issue a semi-annual report that includes statistical information about allegations received through the Hotline, including allegations pertaining to LAHSA, and the disposition of cases.
  - 2. The report will be publicly issued and exclude information protected under the law, including the identity of informants, subjects, and other personally identifying information.
- **D.** General Assistance
  - 1. OCI may provide case consultation and general assistance to LAHSA on an as needed basis when mutually agreed.
  - 2. OCI may provide forensic services to assist LAHSA investigators with their investigations depending on request and availability of access to the data.
  - 3. OCI will provide training to LAHSA staff regarding utilization of the A-C's Investigation Tracking and Management System tracking system and investigation follow-up.

### V. Los Angeles Homeless Services Authority's Responsibilities

**A.** To ensure high quality, timeliness, and successful delivery of service, the A-C requires LAHSA to report all allegations of fraud, waste, and/or abuse of agency resources to the Hotline.

**B.** LAHSA shall cooperate fully with OCI's efforts to obtain access to information, including but not limited to:

- Access to all facilities
- Staff for interviewing and/or questioning
- Personnel files
- E-Mail records
- Access to computers and network folders
- Financial and other business and service delivery records that OCI determines are relevant to an investigation
- Records held by LAHSA contractors and/or sub recipients

**C.** Once referred back by OCI, LAHSA will investigate administrative allegations including but not limited to:

- Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment that does not result in either a significant financial loss to LAHSA or a gain to an identifiable employee or entity
- Misleading reports submitted to LAHSA
- Unresolved grievances or violations of civil rights
- Mismanagement decisions
- Allocations of program funding
- Health and safety issues
- Workplace culture and conduct concerns
- Harassment, equity, and other protected-class claims
- Time and effort abuses

**D.** LAHSA will maintain the confidentiality of allegations and investigations, and will not disclose allegations or case information with anyone except as required by law, or as necessary in support of an investigation. LAHSA management and staff will maintain the confidentiality of allegations investigated by OCI unless specifically authorized by OCI or required by law to disclose them. If LAHSA receives any requests seeking disclosure of confidential allegations and/or investigations administered by OCI, LAHSA shall immediately apprise OCI of such requests and its plan for disposition of those requests.

**E.** LAHSA staff who have a real or perceived conflict of interest regarding the LAHSA-funded agency under investigation will not be involved in the investigation.

**F.** LAHSA shall be authorized to access the A-C's Investigation Tracking and Management System.

**G.** LAHSA shall report their findings back to OCI in a written report of findings attached to the Investigation Tracking and Management System. LAHSA shall also report back on corrective actions/discipline taken.

**H.** Remedial Action - If an allegation is substantiated, LAHSA will take appropriate Remedial Action. LAHSA details Remedial Actions involving LAHSA-funded agencies in the LAHSA Remedial Action policy.

### VI. <u>Cost for Services</u>

Fraud Hotline and Semi-Annual Reporting. LAHSA agrees to pay the A-C Α. for Fraud Hotline Services and Semi-Annual reporting provided under this Agreement, a proportional amount of the actual costs to operate the Fraud Hotline based on the number of employees at the agency as of July 1 of each year. The per employee rate for Fiscal Year ending 2021-2022 was \$10.48 and based on the reported number of 556 LAHSA employees as of July 1, 2022, the annual cost billed was \$5,826. LAHSA will provide the total number of employees on July 1 each year. For the first year of this agreement (i.e., Fiscal Year 2023-24), the A-C will distribute the actual cost proportionally based on the number of employees and bill this amount on a guarterly basis. At the end of the first contract year, the A-C will evaluate call volume for LAHSA and County departments and determine whether this allocation method results in an equitable allocation of the Fraud Hotline costs. If the A-C determines an alternative method of allocating actual costs for the Fraud Hotline would provide for a more equitable allocation of Fraud Hotline costs to all participants, then the Parties shall implement the alternative method through a contract amendment. The County's Auditor-Controller and LAHSA Chief Executive Officer are authorized to execute contracts amendments when necessary for purposes of implementing alternative cost allocation methods.

**B.** Investigations and Additional Requests for Service. Investigation and other related services provided under this Agreement will result in additional costs to LAHSA, which LAHSA agrees to pay. The A-C will bill LAHSA on a monthly basis for such services and LAHSA agrees to pay each invoice within 30 calendar days. Requests for additional services not specified in this Agreement must come from one of the designated contacts in Section VII. The cost of services under this Agreement will be at OCI's current billing rates including overhead published each fiscal year, which will vary depending on position, employee salaries, benefits, etc. The billing rates for Fiscal Year 2022-23 are as follows:

	FY 2022-23 Hourly Billing
Title	Rates
Principal Accountant-Auditor	\$253.73
Program Specialist III	\$247.18
Senior Accounting Systems Analyst	\$196.85
Program Specialist II	\$184.08
Senior Accountant-Auditor	\$183.71
Accounting Systems Analyst II	\$179.55
Accounting Systems Analyst	\$165.40
Program Specialist I	\$164.58
Intermediate Accountant-Auditor	\$153.81
Accountant-Auditor	\$122.98

**C.** The A-C and LAHSA agree to attempt to resolve any billing disputes arising from this Agreement in good faith. In the event the Parties are unable to resolve a billing dispute, the Director of the Office of Homeless Initiative for Los Angeles County Chief Executive Office (CEO) shall be the final arbiter of the billing dispute, unless both Parties agree in writing to a suitable alternate arbiter. If an undisputed invoice remains unpaid for more than 30 calendar days, or if a billing dispute is resolved by an arbiter in the A-C's favor, then LAHSA hereby authorizes the CEO to pay the A-C directly from the funding LAHSA receives from the County, including but not limited to Measure H funds, for the unpaid balance of the invoice. The County shall inform LAHSA of any funding intercepted pursuant to this provision.

### VII. Parties to the Agreement

Los Angeles County Auditor-Controller, a Los Angeles County department, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, 5<sup>th</sup> Floor, Room 525, Los Angeles, CA 90012.

Los Angeles Homeless Services Authority, a joint powers authority of the City and County of Los Angeles, having its principal office at 811 Wilshire Blvd., 6th Floor, #600, Los Angeles, CA 90017.

By signing below, LAHSA and the Department of Auditor-Controller agree to adhere to the principles established in this Agreement.

Los Angeles Homeless Services Authority		Auditor-Controller	
Chief Executive Officer:		Interim Auditor-Controller:	
(Signature)	(Date)	(Signature)	(Date)
Chief Financial & Administrative Officer:		Assistant Auditor-Controller:	
(Signature)	(Date)	(Signature)	(Date)
Deputy Financial & Administrative Officer:		Chief of OCI:	
(Signature)	(Date)	(Signature)	(Date)
APPROVED AS TO FORM:			
LAHSA Legal Counsel:		Office of County Counsel:	
Dan Kim Deputy County Counsel	<u>6/13/2023</u> (Date)	Michael S. Buennagel Senior Deputy County Couns	<u>6/13/2023</u> (Date) el

### APPENDIX A AUDITOR-CONTROLLER CONTACT LIST

Oscar Valdez\* Interim Auditor-Controller (213) 974-0729 ovaldez@auditor.lacounty.gov

Robert G. Campbell\* Assistant Auditor-Controller (213) 893-0058 rcampbell@auditor.lacounty.gov

### Office of County Investigations (OCI) Division Key Contacts

Fraud	OCI Division	OCI Supervising
Hotline	Managers	Investigators
https://fraud.lacounty.gov Phone: (800) 544-6861 Fax: (213) 947-5809 <u>fraud@auditor.lacounty.gov</u>	Greg Hellmold* Chief (213) 893-0243 ghellmold@auditor.lacounty.gov	Tim Takara (213) 893-0918 <u>ttakara@auditor.lacounty.gov</u>
Christopher Magtoto Fraud Hotline Manager 213- 893-0841 <u>cmagtoto@auditor.lacounty.gov</u>	Steven Lee Chief Investigator (213) 893-0551 <u>slee2@auditor.lacounty.gov</u>	Kenneth Diaz (213) 948-2936 <u>kdiaz@auditor.lacounty.gov</u>
Maria Santana Fraud Hotline Supervisor (213) 893-0348 <u>msantana@auditor.lacounty.gov</u>	Thomas Wood Chief Investigator (213) 253-0304 <u>twood@auditor.lacounty.gov</u>	Graciela Soto (213) 893-0552 gsoto@auditor.lacounty.gov
A-C Administration Division	A-C Administration Division	OCI Division
Manager	Finance	Secretary
Lisa Canada	Elaine Ma	Carolina Medina
Administrative Deputy	Program Specialist III	Senior Secretary III
(213) 974-8307	(213) 974-7605	(213) 634-5927
<u>Icanada@auditor.lacounty.gov</u>	<u>ema@auditor.lacounty.gov</u>	<u>cmedina@auditor.lacounty.gov</u>

This Appendix may be revised from time to time by the Division Chief of OCI to update key contacts and persons authorized to receive confidential information. Individuals authorized to receive confidential information per Section II. E. are denoted above with (\*). Revised appendices shall supersede and replace any prior appendices.

### APPENDIX B LOS ANGELES HOMELESS SERVICES AUTHORITY CONTACT LIST

Dr. Va Lecia Adams Kellum\* Chief Executive Officer (213) 233-4785 707 Wilshire Blvd Suite 1000, Los Angeles, CA 90017 vadamskellum@lahsa.org

Executive Team	Risk Management	Human Resources
Chief Financial and Administration Officer* Kristina Dixon 213-444-9236 <u>kdixon@lahsa.org</u>	Director, Risk Management* Dr. Holly Henderson 213-683-3334 <u>hhenderson@lahsa.org</u>	<b>Director, Human Resources</b> Edna Vallecillo Garcia 213-310-9110 ednavg@lahsa.org
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Grants Management & Compliance	Finance – Billing AP@lahsa.org	Performance Management/Grievance Team
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This Appendix may be revised from time to time by the LAHSA to update key contacts and persons authorized to receive confidential information. Individuals authorized to receive confidential information per Section II. E. are denoted above with (\*). Revised appendices shall supersede and replace any prior appendices.