

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 June 10, 2025



A handwritten signature in black ink that reads "Edward Yen".

EDWARD YEN
EXECUTIVE OFFICER

June 10, 2025



Los Angeles County
Board of Supervisors

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Director

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Aries Limbaga, DNP, MBA
Chief Deputy Director, Operations

Elizabeth M. Jacobi, J.D.
Administrative Deputy

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

Dear Supervisors:

**APPROVAL OF AN AMENDMENT TO A SOLE SOURCE AGREEMENT No.
H-708716 WITH WORKER EDUCATION AND RESOURCE CENTER, INC.
FOR HEALTHCARE WORKFORCE DEVELOPMENT PROGRAM TRAINING
SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval of and delegate authority to the Director of Health Services (Director), or authorized designee, to execute Amendment No. 3 to a sole source Agreement No. H-708716 (Agreement) with Worker Education and Resource Center, Inc. (WERC) to extend the term for one (1) year with up to four (4) one-year extension options for the continuity of training services for the Department of Health Services (DHS) workforce at an estimated annual cost of \$949,300, subject to any authorized increases.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director, or authorized designee, to negotiate and execute Amendment No. 3 to the sole source Agreement with WERC to extend the term of the Agreement through June 30, 2026, with up to four (4) one-year term extension options through June 30, 2030, for the continued provision of training services for DHS Health Care Workforce Development Program (HCWDP), at an estimated annual cost of \$949,300 for the initial term of the extension.
2. Delegate authority to the Director, or designee, to amend the Agreement consistent with prior delegations of authority: (i) to add, delete and/or modify

the Agreement, including terms and conditions and scope of services, as required by law, the Los Angeles County (LA County) policy, the Board of Supervisors (Board) or the Chief Executive Officer, for operational improvements and to address changes in service needs, requirements and HCWDP and to adjust the payment terms accordingly based on available funding; (ii) to adjust LA County's maximum obligation under the Agreement as necessary by up to ten (10) percent; and (iii) to incorporate and revise non-substantive and administrative terms and conditions, with all amendments subject to prior review and approval by County Counsel.

3. Delegate authority to the Director, or designee, to effectuate the termination of the Agreement in accordance with the provisions specified in the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

For more than 20 years, WERC has been an integral partner in DHS' ongoing efforts to continuously improve patient services through staff development and culture change initiatives. This includes providing customized training and education programs to LA County employees, addressing critical labor shortages and upgrading worker skills to meet restructuring goals linked to California's Section 1115 Medicaid Waiver (1115 Waiver), addressing new initiatives and strategies that affect our health care settings (e.g., implementation of the Affordable Care Act) and the Just Culture initiative which allows for a work culture in which safety is an individual and organizational priority. This partnership between DHS and WERC has been a pathway for DHS workforce and management to add to and strengthen the skillsets necessary to adapt to emerging requirements and to enhance the DHS patient experience, all through staff development, continued education, and training.

In the wake of the COVID-19 pandemic, WERC pivoted to address urgent departmental needs, including engaging over 2,000 teleworking workforce members by developing digital resources to support learning opportunities on navigating the process of working from home and establishing leadership roles of managers and supervisors through remote technology.

WERC continues to create and implement strategies and methodologies for innovative workforce development opportunities throughout DHS. In addition, WERC continues to provide essential support delivering learner-centered trainings and tools to several committees throughout DHS who are part of the Labor Management Committee Program.

The Board approved an initial Agreement with WERC on June 11, 2002, to provide personnel to support the planning, design, and implementation of the HCWDP education and training programs for DHS employees as mandated by the 1115 Waiver. Since that time, the Board has approved two successor agreements for the provision of HCWDP education and training programs to address the evolving needs of DHS. The current Agreement, approved by the Board on June 16, 2020, is slated to expire on June 30, 2025.

Recommendations

Approval of the first recommendation will allow the Director, or designee, to execute Amendment No. 3 to the Agreement to extend the term through June 30, 2026, with four (4) optional one-year term extensions through June 30, 2030.

Approval of the second recommendation will allow the Director, or designee, to: make necessary changes to the Agreement, including terms and conditions, scope of services, and payment terms, as required by law, policy, or as necessitated by available funding; adjust the maximum LA County obligation under the Agreement accordingly, by no more than ten (10) percent; and make non-substantive and administrative changes to the Agreement.

Approval of the third recommendation will allow the Director, or designee, to effect termination of the Agreement if such action is in the best interest of LA County.

Implementation of Strategic Plan Goals

The recommended actions support North Star 1 – B, “Make Investments that transform Lives - Employment and Sustainable Wages” of LA County’s Strategic Plan.

FISCAL IMPACT/FINANCING

During Fiscal Year (FY) 2025-26, the maximum obligation for the WERC Agreement is \$949,300.

Funding for the amendment/Agreement is included in the DHS FY 2025-26 Recommended Budget. Continued funding will be requested in future fiscal years as necessary. There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 20, 2024, DHS notified the Board (Attachment I) of its intent to request approval of a sole source amendment pursuant to Board Policy No. 5.100 (Policy). The Sole Source Checklist (Attachment II) is also included in compliance with the Policy.

The Agreement includes all Board-required provisions and will continue to allow for termination for convenience by LA County upon a 10-day prior written notice.

CONTRACTING PROCESS

WERC was specifically created as a non-profit collaboration between DHS and SEIU Local 721 for the provision of training services to LA County workforce members. Due to the unique relationship between the two organizations, it is not appropriate to solicit these services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continued provision of training services for DHS Labor Management leadership and frontline staff and optimize collaborative learning opportunities throughout DHS.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Christina R. Ghaly".

Christina R. Ghaly, M.D.
Director

CRG:JA:ss

Enclosures

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



December 20, 2024

**Los Angeles County
Board of Supervisors**

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TO: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Janice K. Hahn

FROM: Christina R. Ghaly, M.D. 
Director

**SUBJECT: ADVANCE NOTIFICATION OF INTENT TO
NEGOTIATE A SOLE SOURCE AMENDMENT OR
SUCCESSOR AGREEMENT WITH WORKER
EDUCATION AND RESOURCE CENTER, INC.**

This is to provide the Board of Supervisors (Board) with advanced notification of the Los Angeles County Department of Health Services' (DHS or Department) intent to enter into sole source negotiations with Worker Education and Resource Center, Inc. (WERC) for an amendment to an existing agreement, or successor agreement, for the continued provision of Health Care Workforce Development Program Training Services.

Board Policy No. 5.100 requires advance written notice and justification to the Board at least six months prior to the expiration of an existing contract when it is the Department's intent to execute a new sole source contract for replacement services or for amendments to existing contracts when the Department does not have delegated authority to execute such amendments. DHS will exhaust its delegation of authority to extend the Agreement on June 30, 2025, when it expires.

Background

WERC is a unique LA County partner. It was initially established as a 501(c)(3) non-profit entity in 2002 by the SEIU Local 721, specifically to enable a labor and management partnership with DHS to implement customized training and education programs under the Health Care Workforce Development Program (HCWDP) and address critical labor shortages and upgrading worker skills to meet restructuring goals linked to California's Section 1115 Medicaid Waiver (1115 Waiver). The Board subsequently authorized expansion of DHS' contractual relationship with WERC to address

new initiatives that affect our health care setting (e.g., implementation of the Affordable Care act, and DHS' electronic health record system – the Online Real-time Centralized Health Information Database (ORCHID)). This partnership has been a pathway for DHS workforce and management to add to and strengthen skillsets necessary to adapt to emerging requirements and to enhance the DHS patient experience, all through staff development, continued education and training.

WERC has been an integral partner in DHS' ongoing efforts to continuously improve patient services through staff development and culture change initiatives. In the wake of the COVID-19 pandemic, WERC pivoted to address urgent departmental needs, including engaging over 2,000 workforce members, who were teleworking for the first time, by developing digital resources to support learning opportunities on how to navigate the process of working from home. In addition, WERC continues to create and implement strategies and methodologies for innovative workforce development opportunities throughout the Department, to include being involved and effective in the Just Culture initiative, which was a top priority for the Labor-management Transformation Council.

Justification

WERC provides deep expertise in all aspects of adult learning and development, including writing curriculum, instructional design, and leading trainings. WERC is able to provide these services across the range of technical and service line needs for DHS. DHS does not currently possess this breadth and depth of expertise and skills internally and relies on WERC's extensive history of partnering with LA County to deliver high quality learning and training programs across various disciplines and functions.

Conclusion

DHS has determined that WERC is uniquely positioned to continue providing uninterrupted services under a successor agreement or amendment to Agreement No. H-708716 for Health Care Workforce Development Program Training Services.

Consistent with the Sole Source Board Policy, if no objection is received from the Board within four weeks, DHS will proceed with negotiations with WERC for an extension amendment or successor agreement and return to the Board for approval.

If you have any questions, you may contact me, or your staff may contact Julio C. Alvarado, Director of Contracts Administration and Monitoring, by email at jalvarado@dhs.lacounty.gov.

CRG:ss

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

SOLE SOURCE CHECKLIST

ATTACHMENT II

AGREEMENT No. H-708716
WITH WORKER EDUCATION
AND RESOURCE CENTER, INC

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Erika Bonilla
Chief Executive Office

Date