



# Board of Supervisors Operations Cluster Agenda Review Meeting

**DATE:** October 16, 2024

**TIME:** 2:00 p.m. – 4:00 p.m.

**MEETING CHAIR:** John Leonard, 3<sup>rd</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Thomas Luscombe

**This meeting will be held in a hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' March 19, 2024 order.**

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

Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Room 374-A

To participate in this meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 522268816# or [Click here to join the meeting](#)

Teams Meeting ID: 237 250 878 670

Passcode: UoBQAE

**For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to [ClusterAccommodationRequest@bos.lacounty.gov](mailto:ClusterAccommodationRequest@bos.lacounty.gov)**

Members of the Public may address the Operations Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

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

## 1. CALL TO ORDER

## 2. GENERAL PUBLIC COMMENT

**3. DISCUSSION ITEM(S):**

- A) Board Letter:  
APPROVAL OF SOLE SOURCE AMENDMENT TO THE GRANTS  
MANAGEMENT SYSTEM AGREEMENT WITH DULLES TECHNOLOGY  
PARTNERS, INC. FOR CONTINUED MAINTENANCE AND SERVICING  
PARKS/CIO – Christina Angeles, District Administrator
  
- B) Board Letter:  
COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS  
CEO/CLASS – Jennifer Revuelta, Principal Analyst
  
- C) Board Letter:  
PAID FAMILY LEAVE PILOT PROGRAM  
CEO/LABOR – Thien-Thu Pham, Principal Analyst and  
Daniel Cho, Principal Analyst
  
- D) Board Memo:  
ADVANCE NOTIFICATION OF INTENT TO EXTEND A SOLE SOURCE  
CONTRACT WITH AUTOMATED CASE MANAGEMENT SYSTEMS, INC. FOR  
DATA MANAGEMENT SERVICES  
DPH/CIO – Mike Janson, Senior Information Systems Analyst and  
Marshall Ramsey, Departmental Chief Information Officer II
  
- E) Board Letter:  
AMENDMENTS TO TITLE 8 – CONSUMER PROTECTION, BUSINESS AND  
WAGE REGULATIONS DIVISION 3 (HOUSING) TO AMEND CHAPTER 8.52:  
RENT STABILIZATION & TENANT PROTECTIONS ORDINANCE  
DCBA – Dana Pratt, Deputy Director, Housing & Tenant Protections and  
Mary Safaryan, Chief, Rent Stabilization Program

**4. PRESENTATION ITEM(S):**

None available.

**5. ADJOURNMENT**

**UPCOMING ITEM(S) FOR OCTOBER 23, 2024:**

None available.

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/16/2024	
<b>BOARD MEETING DATE</b>	11/6/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Los Angeles County Regional Park and Open Space District (RPOSD)	
<b>SUBJECT</b>	Approval of Sole Source Amendment to the Grants Management System Agreement with Dulles Technology Partners, Inc., for Continued Maintenance and Servicing (All Supervisorial Districts – 3 Votes)	
<b>PROGRAM</b>	IT – Grant Data Collection, Reporting, and Tracking System for RPOSD.	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: In 2018, your Board approved the Sole Source Agreement with Dulles for the development, licensing, implementation, on-going hosting, maintenance, and servicing of the Grants Management System (GMS). Continued maintenance and support services are needed while a Request for Proposal (RFP) solicitation for a new long term replacement system is completed.	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current Agreement expires on 12/31/2024.	
<b>COST &amp; FUNDING</b>	Total cost: \$370,000	Funding source: Measure A Special Tax funds
	TERMS (if applicable): Extend the term for an additional six (6) months, with twelve (12) additional month-to-month optional extensions.	
	Explanation: As a result of cost-saving measures, there are available funds within the existing budget to fund the extension period. As a result, no additional funding is required.	
<b>PURPOSE OF REQUEST</b>	The sole source amendment for term extension will allow for continued operation of the GMS system and enable RPOSD enough time to complete an RFP solicitation, to award, negotiate and execute a successor agreement, and to implement a replacement system.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The GMS system supports grant data collection, reporting, and tracking of RPOSD's Measure A grant program services. The Agreement will expire on December 31, 2024. There is an operational need to continue utilizing the GMS system for grantee funding and program management. To ensure a seamless transition and avoid service disruptions, it is essential to extend the Agreement. This extension will cover the period necessary to implement the new system, train staff, and ensure a smooth transition without interrupting grant services.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Rocio Diaz, Administrative Services Manager, (626) 588-5145 <a href="mailto:rdiaz@rposd.lacounty.gov">rdiaz@rposd.lacounty.gov</a>	



# LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

1000 S. Fremont Avenue  
Unit #40 Building A-9 East  
Ground Floor  
Alhambra, CA 91803  
(626) 588-5060

RPOSD.LACounty.gov  
info@RPOSD.LACounty.gov

November 6, 2024

The Honorable Board of Directors  
County of Los Angeles  
Regional Park and Open Space District  
303 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Directors:

**APPROVAL OF SOLE SOURCE AMENDMENT TO THE GRANTS MANAGEMENT  
SYSTEM AGREEMENT WITH DULLES TECHNOLOGY PARTNERS, INC.  
FOR CONTINUED MAINTENANCE AND SERVICING  
(ALL SUPERVISORIAL DISTRICTS - 3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X)**

**SUBJECT**

The Los Angeles County Regional Park and Open Space District (RPOSD) requests delegated authority to approve a sole source Amendment to an existing Agreement with Dulles Technology Partners, Inc. (Dulles), to extend the term and allow for the continued hosting, maintenance, and servicing of the Grants Management System (GMS), which automates grant data collection, reporting, and tracking of RPOSD's Proposition A and Measure A grant program services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Delegate authority to the Director of the Department of Parks and Recreation, acting as the Director of RPOSD, or her designee, to execute a sole source Amendment (Attachment I) with Dulles to extend the Agreement term for an additional six (6) months to June 30, 2025; and twelve (12) additional month-to-month optional

extensions up to June 30, 2026, as needed. The original contract sum of \$370,000 remains unchanged.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

RPOSD is a California Special District established pursuant to Section 5506.9 of the Public Resource Code, with the Los Angeles County (County) Board of Supervisors (Board) acting as RPOSD's governing body. To maintain transparency and accountability to the public and fairness to its various grant recipients, RPOSD operates as an independent agency of the County, with the District Administrator reporting directly to the Director of the Department of Parks and Recreation (DPR), acting as RPOSD's Director (Director).

On October 2, 2018, your Board approved the Sole Source Agreement (Agreement) with Dulles for the development, licensing, implementation, on-going hosting, maintenance, and servicing of the GMS system. The first online grant applications for RPOSD funds went live in May 2019.

As RPOSD pursues a new long-term replacement system, there is an operational need to continue utilizing the GMS system for automated grant data collection, reporting, and tracking of grantee funding and program management. To ensure a seamless transition and avoid service disruptions, it is essential to extend the Agreement. This extension will cover the period necessary to implement the new system, train staff, and ensure a smooth transition without interrupting grant services.

The Agreement will expire on December 31, 2024. As a result of cost-saving measures, there are available funds within the existing budget to fund the extension period. As a result, no additional funding is required, and the maximum contract sum remains at \$370,000, as previously approved by your Board in 2018.

### **CONTRACTING PROCESS**

On October 2, 2018, your Board approved the Agreement with Dulles for an initial term of three years.

Amendment No. 1 to the Agreement was executed on July 27, 2020, pursuant to delegated authority to RPOSD, realigning the pricing schedule and deliverables identified within the Agreement to streamline invoice processing.

Amendment No. 2 to the Agreement was authorized by your Board on August 10, 2021, extending the Agreement term from September 30, 2021, through December 31, 2024, or until the Contract Sum was exhausted, whichever occurred first.

On August 22, 2024, RPOSD released a Request for Proposals (RFP) to solicit proposals from qualified bidders to acquire and implement a Commercial Off-the-Shelf modular, cloud-based, enterprise solution to replace and modernize the existing on-line GMS system. A new agreement must be established prior to the conclusion of the current Agreement. The overlapping timeframe is necessary to develop and implement a new system, migrate existing data, properly train staff, develop online applications and grant related forms, and educate users prior to launch.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the Chief Information Office has reviewed the information technology (IT) components of this request and recommends approval. The CIO determined this recommended action does not include any IT items or services that would necessitate a formal written CIO analysis.

In accordance with the Board's Policy Number 5.100, Sole Source Contracts, the Sole Source Checklist is attached (Attachment II). The Notice of Intent to amend the sole source Agreement with Dulles and extend the term of the Agreement was delivered to your Board on July 24, 2024 (Attachment III).

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

The recommended actions align with the following strategic goals of the County's Strategic Plan, specifically: North Star 3 – Realize Tomorrow's Government Today; Data-Driven Decision Making; Strategy E (i) – Facilitate Data Sharing; Flexible and Efficient Infrastructure; Strategy F (iii) – Technology Advancement/Digital Divide.

### **FISCAL IMPACT/FINANCING**

The Amendment will not impact fiscal resources or require additional funding. The total contract sum will remain at \$370,000. Non-expended funds will be used for continued hosting, maintenance, and support through the extension period, including the optional monthly extensions, if exercised by RPOSD.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

RPOSD is authorized to enter into agreements and/or contracts for goods and/or services under State of California Public Resources Code Section 5500 et seq., subject to delegated authority by the Board.

Pursuant to the Change Notices and Amendments section of the Agreement, the Agreement may be amended by further written agreement between the parties. Any such modification shall not be effective and until executed by the contractor and in the case of County, until approved by your Board. The recommended action will allow the Director,

or her designee, to execute an amendment to extend the Agreement term. The Amendment updates the terms of the Agreement to include all current Board required provisions. County Counsel has reviewed and approved the Amendment as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed approval of the Agreement amendment to extend hosting, maintenance, and servicing of the GMS system is not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and Section 15378 (b) of the State CEQA Guidelines. The proposed action to extend the existing Agreement is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

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

Extending the term of the Agreement will have no negative impact on current services or projects. The extension will ensure uninterrupted service delivery and continued use of the GMS system throughout the extension period.

### **CONCLUSION**

Upon your approval of the recommended actions, the Director of RPOSD, or her designee, will proceed to execute the Agreement amendment. Your Board's approval of the Amendment will allow RPOSD to continue implementing grant making programs effectively while a comprehensive solicitation for a future online, paperless grants management system is completed.

Please instruct the Executive Officer-Clerk of the Board to return one adopted copy of this action to the Regional Park and Open Space District.

Respectfully submitted,

Reviewed By:

Norma E. García-González  
Director

Peter Loo  
Chief Information Officer

NEGG:CA:mt

Attachments



# LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

1000 S. Fremont Avenue, Unit #40  
Building A-9 East, Ground Floor  
Alhambra, CA 91803  
(626) 588-5060

RPOSD.LACounty.gov

## AMENDMENT NO. 3 TO AGREEMENT

### WITH DULLES TECHNOLOGY PARTNERS, INC FOR ENTERPRISE GRANTS MANAGEMENT SYSTEM

**THIS AMENDMENT NO. 3** to the Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (hereinafter referred to as "RPOSD") and **DULLES TECHNOLOGY PARTNERS, INC.** (hereinafter referred to as "CONTRACTOR").

#### **RECITALS:**

**WHEREAS**, Agreement ("Contract") was entered into between RPOSD and the CONTRACTOR on October 9, 2018, for the provision of information technology support services – Enterprise Grants Management System ("Services") for an initial period of three (3) years commencing October 2, 2018 through September 30, 2021; and

**WHEREAS**, Amendment No. 1 was executed on July 27, 2020, pursuant to delegated authority to RPOSD, to realign the pricing schedule and deliverables identified within the Agreement and streamline the invoice processing.

**WHEREAS**, Amendment No. 2 was executed on August 18, 2021, by your Board for the extension of the Contract term from September 30, 2021, through December 31, 2024, or until the Contract Sum was exhausted, whichever occurred first.

**WHEREAS**, RPOSD and Contractor wish to amend the Contract to extend the term for an additional six (6) months, with twelve (12) additional month-to-month optional extensions to be exercised in RPOSD's sole discretion.

**WHEREAS**, Section 8.1 of the Contract provides that RPOSD may require the addition and/or change of certain terms and conditions required by RPOSD during the term of the Contract; and an amendment to the Contract must be executed between the Contractor and RPOSD for any change affecting the scope of work, term, contract sum, payments, or any term or condition of the Contract; and

**WHEREAS**, RPOSD requires amendments to the following provisions: 1) Assignments and Delegation/Merges or Acquisitions; 2) Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law; 3) Facsimile Representations; 4) Notice to Employees Regarding the Safely Surrendered Baby Law; 5) Public Records Act; 6)



Termination for Improper Consideration; 7) Compliance with the County Policy of Equity; 9) Exhibit B-1; and

**WHEREAS**, RPOSD mandates the addition of the following provisions: 1) Injury and Illness Prevention Program; and 2) Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.

NOW, THEREFORE, in consideration of the mutual undertakings herein, RPOSD and Contractor agree that the Contract be amended as follows:

1. Section 4.2, TERM OF CONTRACT is hereby deleted in its entirety and replaced as follows:

#### **4 TERM OF CONTRACT**

4.2 The Contract Term shall commence on October 2, 2018, and terminate on June 30, 2025, unless otherwise extended. RPOSD, in its sole discretion, may extend Contract on a month-to-month basis for up to twelve (12) additional months by providing written notice of said extension to Contractor.

2. Section 8.2, ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS, is hereby deleted in its entirety and replaced as follows:

#### **8.2 Assignment and Delegation/Mergers or Acquisitions**

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

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of RPOSD, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, RPOSD consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by RPOSD to any approved delegate or assignee on any claim under this Contract will be deductible, at RPOSD's sole discretion, against the claims, which the Contractor may have against RPOSD.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or

performance of same by any person or 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 RPOSD's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, RPOSD will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

3. Section 8.13, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT OT SAFELY SURRENDERED BABY LAW, is hereby deleted in its entirety and replaced as follows:

**8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The Contractor acknowledges that the County and RPOSD place 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 poster, Exhibit G (Safely Surrendered Baby Law) 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 <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

4. Section 8.18, FACSIMILE REPRESENTATIONS, is hereby deleted in its entirety.
5. Section 8.33, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, is here by deleted in its entirety and replaced as follows:

**8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Contractor must notify and provide to its employees, and will 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

6. Section 8.36, PUBLIC RECORDS ACT, is hereby deleted in its entirety and replaced as follows:

**8.36 Public Records Act**

8.36.1 Any documents submitted by the Contractor; all information

obtained in connection with the RPOSD'S right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of RPOSD. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". RPOSD will 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.

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

7. Section 8.71, COMPLIANCE WITH THE COUNTY POLICY OF EQUITY, is hereby deleted and replaced as follows:

**8.57 Compliance with the County Policy of Equity**

The Contractor acknowledges that the County and RPOSD take their 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 and RPOSD strive 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 and RPOSD'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. Paragraph 8.75 is hereby added as follows:

**Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention

Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

9. Paragraph 8.76 is hereby added as follows:

**Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

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

10. Exhibit B1 – Pricing Schedule and Prior Payments, is hereby deleted in its entirety and replaced with Exhibit B2 attached herein.
11. Exhibit P – Information Security and Privacy Requirements is deleted in its entirety and replaced as follows with Exhibit P1 attached herein.
12. Except as modified by AMENDMENTS 1 and 2, all terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect.

IN WITNESS WHEREOF, RPOSD has caused this AMENDMENT 3 to be subscribed by the Director of the Department of Parks and Recreation, acting as the Director of RPOSD, or her designee, and CONTRACTOR by its duly authorized officer, as of the day, month, and year first written above.

**CONTRACTOR,  
DULLES TECHNOLOGY PARTNERS, INC.**

By: \_\_\_\_\_

Name: Tom Nyilasi

Title: Principal

Date: \_\_\_\_\_

**LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**

By: \_\_\_\_\_

Name: Christina Angeles

Title: District Administrator

Date: \_\_\_\_\_

Approved as to Form:

**COUNTY COUNSEL**

Dawyn R. Harrison

By: \_\_\_\_\_

Name: Parjack Ghaderi

Title: Principal Deputy County Counsel

Date: \_\_\_\_\_

**Exhibit B2 – Pricing Schedule and Prior Payments**

<b>Deliverable/ Task Category/ Description Available Budget</b>	<b>Allocated</b>	<b>Expended</b>	<b>Available</b>
<b>Requirements/ Project Organization</b>	\$17,500.00	\$17,500.00	<b>\$0.00</b>
<b>System Configuration</b>	\$60,500.00	\$60,500.00	<b>\$0.00</b>
<b>Training</b>	\$19,000.00	\$19,000.00	<b>\$0.00</b>
<b>Data Migration</b>	\$25,000.00	\$25,000.00	<b>\$0.00</b>
<b>Validation</b>	\$20,000.00	\$20,000.00	<b>\$0.00</b>
<b>Travel</b>	\$0.00	\$0.00	<b>\$0.00</b>
<b>Hosting, Maintenance and Support</b>	\$206,850.00	\$171,750.00	<b>\$35,100.00</b>
<b>Contingency</b>	\$21,150.00	\$0.00	<b>\$21,150.00</b>
<b>Total:</b>	<b>\$ 370,000.00</b>	<b>\$ 313,750.00</b>	<b>\$ 56,250.00</b>

## INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles (“County”) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (“Exhibit”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the “Contract”) and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

### 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization’s Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County’s information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation,

- management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
  - k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
  - l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
  - m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
  - n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
  - o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
  - p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
  - q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract. Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.



The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

### 3. **PROPERTY RIGHTS TO COUNTY INFORMATION**

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives

addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

#### 4. **CONTRACTOR'S USE OF COUNTY INFORMATION**

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

#### 5. **SHARING COUNTY INFORMATION AND DATA**

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

#### 6. **CONFIDENTIALITY**

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 –Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided

under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.

- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## 8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly.

Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

#### 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

#### 11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## **12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## **13. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;

- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### 14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**  
[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

Jeff Aguilar  
Chief Information Security Officer 320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer 320 W Temple, 7<sup>th</sup> Floor Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Ken Ta  
Dpt. Information Security Officer 1000 S. Fremont Ave. Unit #40  
Alhambra, CA 91803  
(626) 588-5020

Ken Ngoy (ADISO)  
Assistant Dpt. Information Security Officer  
1000 S. Fremont Ave. Unit #40  
Alhambra, CA 91803  
(626) 588-5011

- b. Include the following Information in all notices:
  - i. The date and time of discovery of the Incident,

- ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident, and
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
  - d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
  - e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
  - f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, the Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

#### **15. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

#### **16. AUDIT AND INSPECTION**



- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by

the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

#### **17. CYBER LIABILITY INSURANCE**

Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section. The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$ 2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

#### **18. PRIVACY AND SECURITY INDEMNIFICATION**

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the 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 to 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.

#### **ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)**

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County

provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
  - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
  - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
  - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
  - iv. Such other activities upon which the Parties may reasonably agree.

#### **ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS**

Notwithstanding any other provisions in this Contract, the Contractor shall ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

**SOLE SOURCE CHECKLIST**Department Name: Department of Parks and Recreation – Regional Park and Open Space District New Sole Source Contract Existing Sole Source Contract

Date Sole Source Contract Approved: \_\_\_\_\_

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> 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. 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 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 manufacture 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 to replace an existing system or infrastructure, administrative cost 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.

---

 Chief Executive Office

---

 Date

1000 S. Fremont Avenue  
Unit #40 Building A-9 East  
Ground Floor  
Alhambra, CA 91803  
(626) 588-5060

RPOSD.LACounty.gov  
info@RPOSD.LACounty.gov



# LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

July 24, 2024

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

FROM: Norma E. García-González   
Director, Regional Park and Open Space District

SUBJECT: **ADVANCE NOTICE OF INTENT TO AMEND THE SOLE SOURCE GRANTS MANAGEMENT SYSTEM AGREEMENT WITH DULLES TECHNOLOGY PARTNERS, INC. TO EXTEND THE TERM OF SERVICE**

This is to provide the Board advanced notification that the Los Angeles County Regional Park and Open Space District (RPOSD) intends to negotiate a sole source amendment, in compliance with Board Policy 5.100, to extend an existing agreement with Dulles Technology Partners, Inc. (Dulles) for an anticipated additional six (6) months, with up to nine (9) additional month to month optional extensions, for provisioning of its online, paperless Grants Management System (GMS) which automates grant data collection, reporting, and tracking of the District's Measure A grant program services.

The current Sole Source Agreement (Agreement) will expire on December 31, 2024. The sole source amendment will allow for continued operation of the GMS system and enable RPOSD enough time to complete a Request for Proposal (RFP) solicitation, to award, negotiate and execute a successor agreement, and to implement a long-term replacement system. Development of the solicitation is underway, and RFP is expected to be released in the next few weeks.

There will be no impact to the County General Fund as the funding for the system is provided by the Measure A special tax.

## Background

On October 2, 2018, your Board approved the Agreement between RPOSD and Dulles for an online, paperless GMS system. The Agreement was in the amount of \$370,000

for the development, licensing, implementation, hosting, maintenance, and servicing of the GMS.

On August 2021, due to cost-saving practices, RPOSD amended the Agreement solely to extend the term and thus allow for the utilization of non-expended allocations for the continued hosting, maintenance, and servicing of the GMS. The Agreement is set to expire on December 31, 2024.

### Justification

As RPOSD pursues a new long-term replacement system, there is an operational need to continue utilizing the GMS system for automated grant data collection, reporting, and tracking of grantee funding and program management. If the GMS system was to terminate before a new system is solicited, this would disrupt services to park agencies as it would be difficult to reimburse grantees for maintenance and servicing or completed grant projects. To effectively continue a seamless online system, RPOSD requires an extension of the Agreement, prior to entering into an agreement for the replacement system. The overlapping timeframe is necessary to develop and implement a new system, properly train staff, develop online applications, grant related forms, and educate users prior to launch.

Should a new vendor system be selected, RPOSD would require Dulles' assistance to plan and execute the transition to the new system that minimizes disruptions to RPOSD's operations and the delivery of services. Dulles would support the successful migration of grant data from the existing GMS system to the new system, ensuring that data integrity and security are maintained throughout the migration process. Additionally, Dulles' GMS system would serve as backup in case the new system transition encounters unexpected changes.

### Conclusion

RPOSD will proceed with the extension amendment with Dulles as described herein, unless otherwise instructed by your Board. If no objection is received from the Board, we will work with County Counsel to prepare an amendment with Dulles and return to the Board for approval of the amendment.

If you have any questions, please contact me at (626) 588-5373 or your staff may contact Christina Angeles, District Administrator, Regional Park and Open Space District at [cangeles@rposd.lacounty.gov](mailto:cangeles@rposd.lacounty.gov) or (626) 588-5060.

NEGG:CA:MRT:ee

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



**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/16/2024	
<b>BOARD MEETING DATE</b>	11/6/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	CHIEF EXECUTIVE OFFICE	
<b>SUBJECT</b>	COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No - Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$942,000 (all funds) \$16,000 (NCC)	Adjustments to the Management Physician Pay Plan and Departmental Salary Articles: \$5,600,000 (all funds) \$573,000 (NCC)
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ul style="list-style-type: none"> <li>• Add one (1) new employee classification for the Department of Health Services (DHS);</li> <li>• Reclassify 46 positions in the Department of Mental Health (DMH) following a Financial Services Bureau – Budget and Financial Reporting Division and Human Resources Bureau Reorganization Studies (Phase I);</li> <li>• Reclassify seven (7) positions in the Departments of Children and Family Services, Health Services, and Registrar-Recorder/County Clerk;</li> <li>• Extend negotiated market-based inequity adjustments and bonus incentives to certain non-represented employees in various departments; and</li> <li>• Make various technical and administrative corrections.</li> </ul>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Alex Evans, Principal Analyst, (213) 893-2370, <a href="mailto:aevans@ceo.lacounty.gov">aevans@ceo.lacounty.gov</a>	



**CEO November 6, 2024  
General Reclass  
Board Letter Summary**

CEO Classification/Compensation Contact Information:

Ann Havens, Senior Manager, (213) 974-9960, [AHavens@ceo.lacounty.gov](mailto:AHavens@ceo.lacounty.gov)

Alex Evans, Principal Analyst, (213) 893-2370, [AEvans@ceo.lacounty.gov](mailto:AEvans@ceo.lacounty.gov)

This Board Letter includes:

1. Add one (1) new employee classification for the Department of Health Services (DHS);
2. Reclassify 46 positions in the Department of Mental Health (DMH) following a Financial Services Bureau – Budget and Financial Reporting Division and Human Resources Bureau Reorganization Studies (Phase I);
3. Reclassify seven (7) positions in the Departments of Children and Family Services, Health Services, and Registrar-Recorder/County Clerk;
4. Extend negotiated market-based inequity adjustments and bonus incentives to certain non-represented employees in various departments; and
5. Make various technical and administrative corrections.



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 973-1101 ceo.lacounty.gov

**CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

November 6, 2024

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

Dear Supervisors:

**COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

This letter and accompanying ordinance will update the tables of positions and the departmental staffing provisions by adding one (1) new employee classification; reclassifying 46 positions in the Department of Mental Health; reclassifying seven (7) positions in various County departments; amending compensation provisions; and making various technical and administrative corrections.

**IT IS RECOMMENDED THAT THE BOARD:**

Approve the accompanying ordinance amending Title 6-Salaries, of the County Code to:

1. Add one (1) new employee classification for the Department of Health Services (DHS);
2. Reclassify 46 positions in the Department of Mental Health (DMH) following a Financial Services Bureau – Budget and Financial Reporting Division and Human Resources Bureau Reorganization Studies (Phase I);
3. Reclassify seven (7) positions in the Departments of Children and Family Services, Health Services, and Registrar-Recorder/County Clerk;
4. Extend negotiated market-based inequity adjustments and bonus incentives to certain non-represented employees in various departments; and
5. Make various technical and administrative corrections.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Board of Supervisors (Board) has requested submission of classification and compensation letters on a periodic basis throughout the year to implement recommended actions in a timely manner. Approval will provide the ordinance authority for County departments to implement the classification and compensation changes in this letter.

These recommendations will ensure the proper allocation of positions based upon the duties and responsibilities assigned to these jobs and as performed by the incumbents (Attachments A, B, and C). This is a primary goal of the County's classification and compensation system. These actions are recommended based upon generally accepted professional principles of classification and compensation. Furthermore, these actions are important in addressing departmental operational needs and in maintaining consistency in personnel practices throughout the County. The proper allocation of positions facilitates efficient business operations and can reduce the number of costly personnel-related issues.

### **New Employee Classification**

We are recommending the establishment of Paramedic Instructor (Item No. 5620) (Attachment A). The position will report to an Assistant Nursing Director, Education (Item No. 5287) and will develop specialized training programs and educational course content for paramedic students, present this content in a formal learning situation, supervise its application in a clinical setting, and evaluate the effectiveness of the training in achieving predetermined training objectives.

### **DMH – Financial Services Bureau – Budget and Financial Reporting Division, and Human Resources Bureau Reorganization Studies (Phase I)**

We are recommending the reclassification of 46 positions in DMH. These reclassifications are being implemented in connection with DMH's broader reorganizations of its Financial Services Bureau and Human Resources Bureau. These reorganizations and their associated reclassifications are designed to improve the operational effectiveness of these bureaus by improving reporting structures, ensuring classifications are properly aligned with the work of each bureau's positions, and ultimately supporting each bureau's ability to respond to expanded workload demands associated with an increase in State mandates/demonstration projects and Board priorities (e.g., California Advancing and Innovating Medi-Cal; Behavioral Health

Connect; Homelessness Emergency Response; Anti-Racism, Diversity, and Inclusion; and the impending overhaul of the Mental Health Services Act, which will transition to the Behavioral Health Services Act on July 1, 2026). The scope of these reorganizations includes 40 position transfers and 46 position reclassifications (Attachment B).

### Reclassifications

There are seven (7) positions in three (3) departments that are being recommended for reclassification (Attachment C). The duties and responsibilities assigned to these positions have changed since the original allocations were made. Therefore, the subject positions would be more appropriately allocated in the recommended classes.

### Compensation Amendments

On June 25, 2024, the Board approved the successor Memoranda of Understandings (MOUs) for Bargaining Units 324 (Physicians and Veterinarians) and 325 (Mental Health Psychiatrists and Dentists). In light of these agreements, we are recommending comparable market-based inequity adjustments and bonus incentives for certain non-represented employees to maintain appropriate pay relationships with represented employees in the same occupational group. In addition, we are recommending various technical and administrative corrections to clarify existing special pay practices, remove obsolete provisions, and establish a new salary note.

### Implementation of Strategic Plan Goals

These recommended actions support the County's Strategic Plan North Star 3 – Realize Tomorrow's Government Today, Focus Area Goal B – Diverse and Inclusive Workforce, Strategy 2 – Fairness and Equity.

### FISCAL IMPACT/FINANCING

The total cost resulting from the recommended reclassifications is \$942,000 and the net County cost portion is \$16,000. Cost increases associated with upward reclassification actions will be absorbed within the Adopted Budget for each affected department. No additional funding is required.

The projected budgeted annual cost resulting from the recommended compensation adjustments to the management physician pay plan and the departmental salary articles are estimated to total \$5,600,000 (all funds). Net County cost is estimated to be \$573,000. Cost increases associated with the County Code amendments will be

absorbed within the Supplemental Budget for each affected department. No additional funding is required.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County Charter 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.

Appropriate notifications have been made to the impacted employee organizations regarding the recommended classification actions. 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 classification and compensation recommendations will enhance the operational effectiveness of the departments through the proper classification and compensation of positions.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:JDS  
AYH:JR:AS:mmg

Enclosures

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

**CLASSIFICATION PLAN CHANGES**

**ATTACHMENT A**

**CLASSIFICATION RECOMMENDED FOR  
ADDITION TO THE CLASSIFICATION PLAN**

<b>Proposed Savings/ Cafeteria Benefit Plan</b>	<b>Item No.</b>	<b>Title</b>	<b>Recommended Salary Schedule and Level</b>	
Horizons/ Megaflex	5620	Paramedic Instructor	NMO	104L

DRAFT

**DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS**

**ATTACHMENT B**

**DEPARTMENT OF MENTAL HEALTH'S FINANCIAL SERVICES BUREAU – BUDGET AND FINANCIAL REPORTING DIVISION REORGANIZATION STUDY (PHASE I)**

No of Pos.	Present Classification and Salary	No of Pos.	Classification Findings and Salary
1	Budget Officer, Mental Health Item No. 4721A NMO 119H Non-Represented	1	Administrative Services Division Manager Item No. 1007A N23 S13 Non-Represented
2	Fiscal Officer I Item No. 0752A NMO 110B Non-Represented	2	Administrative Services Manager III Item No. 1004A NMO 119C Non-Represented
1	Fiscal Officer II Item No. 0753A NMO 119C Non-Represented	1	Administrative Services Manager III Item No. 1004A NMO 119C Non-Represented
26	Health Care Financial Analyst Item No. 0672A NMO 100F Non-Represented	26	Administrative Services Manager I Item No. 1002A NMO 106D Non-Represented
1	Health Care Financial Analyst Item No. 0672A NMO 100F Non-Represented	1	Administrative Services Manager II Item No. 1003A NMO 109D Non-Represented
3	Senior Accounting Systems Technician Item No. 0666A NMO 106J Non-Represented	3	Administrative Services Manager II Item No. 1003A NMO 109D Non-Represented



## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### DEPARTMENT OF MENTAL HEALTH'S HUMAN RESOURCES BUREAU REORGANIZATION STUDY (PHASE I)

No of Pos.	Present Classification and Salary	No of Pos.	Classification Findings and Salary
3	Departmental Employee Relations Representative Item No. 1907A N2MO 103D Non-Represented	3	Administrative Services Manager I Item No. 1002A NMO 106D Non-Represented
2	Intermediate Typist-Clerk Item No. 2214A NMVO 76F Represented	2	Senior Typist-Clerk Item No. 2216A NMVO 80L Represented
5	Management Analyst Item No. 1848A NMO 99E Non-Represented	5	Administrative Services Manager I Item No. 1002A NMO 106D Non-Represented
1	Payroll Clerk I Item No. 1331A NMVO 82L Represented	1	Payroll Clerk II Item No. 1334A NMVO 85L Represented
1	Supervising Payroll Clerk III Item No. 1340A NMVO 92K Represented	1	Supervising Payroll Clerk IV Item No. 1341A NMVO 96D Represented

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT C

#### CHILDREN AND FAMILY SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Intermediate Typist-Clerk Item No. 2214A NMVO 76F Represented	1	Senior Typist-Clerk Item No. 2216A NMVO 80L Represented

The subject Intermediate Typist-Clerk position reports directly to the Senior Departmental Employee Relations Representative within the Human Resources Division, Labor Relations Section. The subject position requires a significant amount of skilled typing, along with a highly specialized knowledge of employee relations matters to provide clerical support to six (6) managers who handle grievances and arbitration requests. This position also requires knowledge of MOU for union organizations, Los Angeles County Civil Service Rules, Los Angeles County Code, and departmental Human Resources policies, procedures, and guidelines to provide information to employees regarding the grievance process. In addition, the position must have knowledge of the online Grievance Tracking System to produce management reports.

The duties and responsibilities of the subject position meet the classification criteria for Senior Typist-Clerk, a class that is responsible for performing skilled typing work and performing highly specialized clerical duties requiring a highly specialized knowledge of a particular function with responsibility for applying proper procedures and for carrying out the work with only general direction. Therefore, we recommend upward reallocation of the subject position to Senior Typist-Clerk.

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT C

#### HEALTH SERVICES – ADMINISTRATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
2	Relief Physician, Radiology-General/Diagnostic Item No. 5473F-80 N42 H27 Represented	2	Relief Physician, Radiology-Vascular/Internal Diagnostic Item No. 5473F-81 N42 H30 Represented

The subject Relief Physician, Radiology-General/Diagnostic positions report to the Chief Physician Radiology. The positions will provide onsite and offsite coverage via teleradiology for general and subspecialist radiology needs for DHS Medical Centers and Ambulatory Care Network facilities under the guidance of the Director of Radiology. Specific duties include providing onsite and offsite consultations, supervision, and interpretation for general and declared subspecialty radiologic exams which include computed tomography (CT), ultrasound (US), magnetic resonance (MRI), plain radiography, fluoroscopy, mammography/tomography, nuclear medicine, and image-guided procedures. In addition, the positions will be responsible for consulting with physicians and allied health professionals regarding care of patients undergoing diagnostic and therapeutic imaging procedures, and providing consultation to other medical services, including specialists in other fields.

The duties and responsibilities of the subject positions meet the classification criteria for Relief Physician, Radiology-Vascular/Internal Diagnostic, a classification that will provide onsite and offsite interventional radiology services and interpretations of vascular and non-vascular image guided procedures (fluoroscopy, angiography, CT-guided, US-guided, MRI-guided) as well as routine diagnostic imaging interpretations. Therefore, we recommend upward reallocation of the subject position to Relief Physician, Radiology-Vascular/Internal Diagnostic.

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT C

#### HEALTH SERVICES – AMBULATORY CARE NETWORK

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Head Clerk Item No. 1179A NMVO 88J Represented	1	Language Services Supervisor Item No. 1163A N5MO 90F Non-Represented

The subject Head Clerk position is assigned to Ambulatory Care Network and reports to a higher-level hospital administrator. The position is responsible for coordinating and implementing a language services program, including supervision of the day-to-day activities of interpreters providing interpretation/translation services.

The duties and responsibilities of the subject position meet the classification criteria for Language Services Supervisor. Positions allocable to this supervisory class are responsible for the administrative and technical supervision of a group of Healthcare Interpreters assigned to multiple clinical settings and locations. Therefore, we recommend the upward reallocation of the subject position to Language Services Supervisor.

#### HEALTH SERVICES – HARBOR CARE SOUTH

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Head Clerk Item No. 1179A NMVO 88J Represented	1	Language Services Supervisor Item No. 1163A N5MO 90F Non-Represented

The subject Head Clerk position is assigned to Harbor-UCLA Medical Center and reports to a higher-level hospital administrator. Position is responsible for coordinating and implementing a language services program, including supervision of the day-to-day activities of interpreters providing interpretation/translation services.

The duties and responsibilities of the subject position meet the classification criteria for Language Services Supervisor. Positions allocable to this supervisory class are responsible for the administrative and technical supervision of a group of Healthcare

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT C

#### HEALTH SERVICES – HARBOR CARE SOUTH (CONTINUED)

Interpreters assigned to multiple clinical settings and locations. Therefore, we recommend the upward reallocation of the subject position to Language Services Supervisor.

#### HEALTH SERVICES – OLIVE VIEW-UCLA MEDICAL CENTER

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Head Clerk Item No. 1179A NMVO 88J Represented	1	Language Services Supervisor Item No. 1163A N5MO 90F Non-Represented

The subject Head Clerk position is assigned to Olive View-UCLA Medical Center and reports to a higher-level hospital administrator. The position is responsible for coordinating and implementing a language services program, including supervision of the day-to-day activities of interpreters providing interpretation/translation services.

The duties and responsibilities of the subject position meet the classification criteria for Language Services Supervisor. Positions allocable to this supervisory class are responsible for the administrative and technical supervision of a group of Healthcare Interpreters assigned to multiple clinical settings and locations. Therefore, we recommend the upward reallocation of the subject position to Language Services Supervisor.

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT C

#### REGISTRAR-RECORDER/COUNTY CLERK

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Principal Network Systems Administrator Item No. 2561A NMO 116J Non-Represented	1	Information Technology Manager I Item No. 2565A N23 S11 Non-Represented

The subject Principal Network Systems Administrator position reports to an Information Technology Manager (ITM) II and is responsible for performing duties such as planning, organizing, managing and evaluating the work of all IT professionals assigned to the Network Services Section, including a Principal Network Systems Administrator; overseeing the work of two (2) Enterprise Service Master Agreement Contractors and up to 80 additional contract workers; developing budget proposals for operating expenditures and/or capital outlays; administering, overseeing, and evaluating new and existing contracts; directing and overseeing the Vote Center Network Operation; integrating project objectives from the department and external partners (e.g., facility owners, stakeholders, etc.); providing critical oversight and direction for the department's three (3) data centers; and providing technical oversight and guidance to the Election Management System and Poll Chief Migration Projects.

The duties and responsibilities of the subject position meet the classification criteria for ITM I, a class that plans, organizes, and directs the activities of a major information systems section or a small division providing services to support the achievement of departmental and County mission and objectives. Therefore, we recommend upward reallocation of the subject position to ITM I.

## ANALYSIS

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

- Adding and establishing the salary for one employee classification;
- Changing the salary of two employee classifications;
- Amending Section 6.08.425 to extend negotiated salary adjustments to non-represented management physicians;
- Amending Section 6.08.450 to extend negotiated bonuses to non-represented management physicians;
- Amending Section 6.08.455F to delete obsolete compensation provisions;
- Amending Section 6.28.050-25 (Notes to Section 6.28.050) to establish a new salary note;
- Amending Section 6.34.020 to extend negotiated bonus increases to non-represented employees in the Department of Animal Care and Control;
- Amending Section 6.86.020D and 6.86.020E to update the eligibility date for recruitment incentives in the Department of Mental Health; and
- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Children and Family Services, Health Services, Mental Health, and Registrar-Recorder/County Clerk.

DAWYN R. HARRISON  
County Counsel

By:  
POUYA BAVAFA  
Senior Deputy County Counsel

DRAFT



**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to add and establish the salary for one employee classification; change the salary of two employee classifications; amend compensation provisions; and add, delete and/or change certain employee classifications and number of ordinance positions in various departments to implement the findings of classification studies.

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

**SECTION 1.** Section 6.08.425 is hereby amended to read as follows:

**6.08.425 Management Physician E Pay Schedules.**

A. 1. Management Physicians (Item Nos. 5464, 5465, and 5466) who currently practice no medical specialty shall be compensated as noted below pursuant to the Management E Schedule currently in effect:

<b>Item Number</b>	<b>Title</b>	<b>Management E Schedule</b>
5465	Chief Physician I (No specialty)	E03
5466	Chief Physician II (No specialty)	E05
5464	Senior Physician (No specialty)	E02

2. Compensation of Physicians. Management Physicians (Item Nos. 5456, 5457, 5458, and 5459) in the following specialties shall be compensated on the indicated schedules of the effective Management E Schedule effective January 1, 2019 2025:

Medical Specialty	5456 Sr. Phys.	5457 Chief Phys. I	5458 Chief Phys. II	5459 Chief Phys. III	
51	Anesthesiology	<del>E29</del> <u>E34</u>	<del>E30</del> <u>E35</u>	<del>E34</del> <u>E36</u>	<del>E32</del> <u>E37</u>
52	Dermatology	E26	E27	E28	E29
53	Emergency Medicine	E19	E20	E21	E22
54	Family Practice	<del>E13</del> <u>E15</u>	<del>E14</del> <u>E16</u>	<del>E15</del> <u>E17</u>	<del>E16</del> <u>E18</u>
55	Int Med-Endocrinology	E11	E12	E13	E14
56	Int Med-Cardiology (Invasive)	E27	E28	E29	E30
57	Int Med-Cardiology (Non- Invasive)	E17	E18	E19	E20
58	Int Med-Critical Care	<del>E20</del> <u>E22</u>	<del>E21</del> <u>E23</u>	<del>E22</del> <u>E24</u>	<del>E23</del> <u>E25</u>
59	Int Med-Gastro (Invasive) (Interventional)	<del>E22</del> <u>E25</u>	<del>E23</del> <u>E26</u>	<del>E24</del> <u>E27</u>	<del>E25</del> <u>E28</u>
60	<del>Int Med-Gastro (Non- Invasive)</del>	<del>E12</del>	<del>E13</del>	<del>E14</del>	<del>E15</del>
61	Int Med-Hematology/ Oncology	<del>E19</del> <u>E25</u>	<del>E20</del> <u>E26</u>	<del>E21</del> <u>E27</u>	<del>E22</del> <u>E28</u>
62	Int Med-Infectious Disease	<del>E08</del> <u>E11</u>	<del>E09</del> <u>E12</u>	<del>E10</del> <u>E13</u>	<del>E11</del> <u>E14</u>
63	Int Med-Nephrology	<del>E10</del> <u>E17</u>	<del>E11</del> <u>E18</u>	<del>E12</del> <u>E19</u>	<del>E13</del> <u>E20</u>

64	Int Med-Pulmonary (Invasive)	E12	E13	E14	E15
65	Int Med-Pulmonary (Non- Invasive)	E08	E09	E10	E11
66	Int Med-Rheumatology	<del>E08</del> <u>E12</u>	<del>E09</del> <u>E13</u>	<del>E10</del> <u>E14</u>	<del>E11</del> <u>E15</u>
67	Neurology	<del>E11</del> <u>E12</u>	<del>E12</del> <u>E13</u>	<del>E13</del> <u>E14</u>	<del>E14</del> <u>E15</u>
68	Nuclear Medicine	E22	E23	E24	E25
69	ObGyn-General	<del>E20</del> <u>E23</u>	<del>E21</del> <u>E24</u>	<del>E22</del> <u>E25</u>	<del>E23</del> <u>E26</u>
70	ObGyn-Gynecologic Oncology	<del>E28</del> <u>E27</u>	<del>E29</del> <u>E28</u>	<del>E30</del> <u>E29</u>	<del>E31</del> <u>E30</u>
71	ObGyn-Maternal/Fetal Medicine	E28	E29	E30	E31
72	Otolaryngology	E30	E31	E32	E33
73	Pathology	<del>E12</del> <u>E14</u>	<del>E13</del> <u>E15</u>	<del>E14</del> <u>E16</u>	<del>E15</del> <u>E17</u>
74	Pathology-Forensic	<del>E16</del> <u>E18</u>	<del>E17</del> <u>E19</u>	<del>E18</del> <u>E20</u>	<del>E19</del> <u>E21</u>
75	Pediatrics	E08	E09	E10	E11
76	Pediatrics—Neonatal/ Critical Care	E21	E22	E23	E24
77	Physical Medicine and Rehabilitation	<del>E15</del> <u>E17</u>	<del>E16</del> <u>E18</u>	<del>E17</del> <u>E19</u>	<del>E18</del> <u>E20</u>
78	Preventive Medicine	E08	E09	E10	E11
79	Psychiatry	<del>E16</del> <u>E17</u>	<del>E17</del> <u>E18</u>	<del>E18</del> <u>E19</u>	<del>E19</del> <u>E20</u>

80	Radiology-General/ Diagnostic	<del>E29</del> <u>E30</u>	<del>E30</del> <u>E31</u>	<del>E31</del> <u>E32</u>	<del>E32</del> <u>E33</u>
81	Radiology-Vasc/Int Diagnostic	E32	E33	E34	E35
82	Surgery-Cardio Thoracic	<del>E37</del> <u>E39</u>	<del>E38</del> <u>E40</u>	<del>E39</del> <u>E41</u>	<del>E40</del> <u>E42</u>
83	Surgery-General	<del>E31</del> <u>E32</u>	<del>E32</del> <u>E33</u>	<del>E33</del> <u>E34</u>	<del>E34</del> <u>E35</u>
84	Surgery-Neurological	<del>E37</del> <u>E39</u>	<del>E38</del> <u>E40</u>	<del>E39</del> <u>E41</u>	<del>E40</del> <u>E42</u>
85	Surgery-Ophthalmology	E28	E29	E30	E31
86	Surgery-Orthopedics	E38	E39	E40	E41
87	Surgery-Pediatric	E37	E38	E39	E40
88	Surgery-Plastic	E36	E37	E38	E39
89	Surgery-Urologic	E29	E30	E31	E32
90	Surgery-Vascular	<del>E33</del> <u>E35</u>	<del>E34</del> <u>E36</u>	<del>E35</del> <u>E37</u>	<del>E36</del> <u>E38</u>
91	Surgery - Critical Care	<del>E33</del> <u>E35</u>	<del>E34</del> <u>E36</u>	<del>E35</del> <u>E37</u>	<del>E36</del> <u>E38</u>
92	Internal Medicine - General	<del>E13</del> <u>E15</u>	<del>E14</del> <u>E16</u>	<del>E15</del> <u>E17</u>	<del>E16</del> <u>E18</u>
93	Preventive Medicine - Public Health & General Prev Med	<del>E13</del> <u>E14</u>	<del>E14</del> <u>E15</u>	<del>E15</del> <u>E16</u>	<del>E16</del> <u>E17</u>

3. Specialty assignment of Physicians. Specialty assignment shall be dependent upon the physician's privileges and by specific physician assignment. Each physician's specialty assignment shall be determined by the department.

B. Compensation of Management Physicians and Dental Directors. The following Management Physician and Dental Director classifications shall be compensated on the indicated schedule of the effective E Table effective January 1, ~~2019~~ 2025, as follows:

Item No.	Title	Schedule Number
4718	Mental Health Clinical Chief (UC)	<del>18-19</del>
4734	Chief of Psychiatry, MH (UC)	<del>18-19</del>
4739	Chief Mental Health Psychiatrist	<del>19-20</del>
4769	Head Dentist	<del>3-5</del>
4776	Dental Director I	7
4777	Dental Director II	9
5463	Medical Director I	24
5461	Medical Director II	26
5462	Medical Director II (UC)	26
5460	Medical Director III (UC)	28
4574	Medical Director, MD, Mental Health (UC)	24
4577	Medical Director, Public Health (UC)	26
4737	Supervising Mental Health Psychiatrist	<del>16-17</del>

C. Compensation of Dental Directors engaged in the practice of Oral and Maxillofacial Surgery. Effective January 1, 2019, a Dental Director I (Item No. 4776) engaged in the practice of Oral and Maxillofacial Surgery shall be compensated on Schedule E30 of the Management Physician Pay Plan and a Dental Director II (Item No. 4777) engaged in the practice of Oral and Maxillofacial Surgery shall be compensated on Schedule E32 of the Management Physician Pay Plan.

**SECTION 2.** Section 6.08.450 is hereby amended to read as follows:

**6.08.450 Special Credits.**

A. Any person appointed to the position of Senior Physician (Item No. 5456), Chief Physician I (Item No. 5457), Chief Physician II (Item No. 5458), Chief Physician III (Item No. 5459), Supervising Mental Health Psychiatrist (Item No. 4737), ~~or Chief Mental Health Psychiatrist (Item No. 4739),~~ Mental Health Clinical Chief (UC) (Item No. 4718) , ~~Dental Director I (Item No. 4776), and Dental Director II (Item No. 4777)~~ who has obtained certification by the appropriate American Medical Specialty Board or by the appropriate American Osteopathic Association (AOA) in the specialty to which the Physician is assigned, shall receive additional compensation as follows:

...

2. All other persons shall receive a flat-rate monthly bonus equal to 5.5 percent of the step on the appropriate E Schedule to which they are entitled based upon experience. Such bonus shall only be given for certification in one specialty. ~~Such compensation shall not be effective before the first day of the month in which the department head notifies the chief executive officer of his eligibility for such credit.~~

...

C. Any person appointed to the position of Head Dentist (Item No. 4769), Dental Director I (Item No. 4776) or Dental Director II (Item No. 4777), who has obtained certification by the American Dental Association, the American Board of General Dentistry, or a nationally recognized Dental Board (approved by the Department) in the specialty to which he/she is assigned, shall receive a 5.5% bonus. The Board Certification Bonus will become effective the first pay period following written proof by the employee, in the form of an official copy of the certification received, being submitted to the departmental Human Resources Office. Bonus pay shall be effective so long as the board certification remain active and/or the employee's assignment in aid specialty continue. Should an employee's certification become inactive and/or should the employee no longer be assigned to said specialty, the bonus pay shall cease effective the last date of active status and/or the last date of specialty assignment. Compensation pursuant to this section shall not constitute a base rate.

C-D. Any person appointed to the position of Medical Director I (Item No. 5463), Medical Director II (Item No. 5461), Medical Director II (UC) (Item No. 5462), Medical Director III (UC) (Item No. 5460); Medical Director, MD, Mental Health (Item No. 4567), Medical Director, M.D., Mental Health (UC) (Item No. 4574), Medical Director, Public Health (UC) (Item No. 4577), or Medical Director, Medical Examiner (UC) (Item No. 5402) shall receive a flat rate monthly bonus pursuant to one of the following:

1. For one year of experience in any residency, 2.75 percent of the step on the appropriate E Schedule to which he is entitled based upon experience;

2. For two years of experience in any residency, 5.5 percent of the step on the appropriate E Schedule to which he is entitled based upon experience;

3. For three or more years of experience in any residency, 8.25 percent of the step on the appropriate E Schedule to which he is entitled based upon experience.

D-E. A Physician in the Department of Health Services or Public Health Services who is assigned to act in the absence of the medical director of a hospital, correctional health facility, or the Department of Public Health Services shall receive a flat-rate monthly bonus equal to 5.5 percent of the step on the appropriate E Schedule to which he is entitled based upon experience. No more than one such assignment may be made in each hospital, correctional health facility, or the Department of Public Health. Such assignment requires prior annual authorization of the Chief Deputy Director, Health Services, Clinical and Medical Affairs (UC) (Item No. 4552) or the Director of Public Health (Item No. 4546), and the Chief Executive Officer.

E-F. Any Physician who is appointed in accordance with this Part 4 of Chapter 6.08 who is assigned to work at Los Angeles High Desert Health System and who was so assigned prior to January 1, 1986, shall receive a flat monthly bonus equal to 8.25 percent of the step on the appropriate E Schedule to which he is entitled based upon experience; provided, however, that in no event shall a Physician receive said bonus if he is receiving compensation pursuant to Section 6.08.445 or 6.10.050.

F-G. Effective ~~March 1, 2019~~ January 1, 2025, a Physician in the Department of Health Services or in the Department of Public Health agreeing to work at a facility in the Los Angeles County High Desert Health System shall receive a per occasion bonus of \$57.00 per hour. To qualify for the bonus, the Physician must be on site to provide direct



patient care, thereby helping with patient acuity. Physicians understand they will be required to work hours equivalent to a half shift of their permanent work assignment or a full shift of their permanent work assignment. It is understood that Physicians providing services via telehealth shall not qualify for the bonus.

G.H. Effective November 1, 2015, a Physician employed as a Supervising Mental Health Psychiatrist or Chief Mental Health Psychiatrist permanently assigned to High Desert Health shall receive additional compensation equal to 5.5 percent of the step on the appropriate E Schedule to which the Physician is assigned. Effective June 1, 2024, any Department of Health Services or Department of Mental Health, Supervising Mental Health Psychiatrist or Chief Mental Health Psychiatrist agreeing to work at a facility in the High Desert Health System shall receive a per occasion bonus of \$40 per hour. To qualify for the bonus the Senior Mental Health Psychiatrist or Chief Mental Health Psychiatrist must be on site to provide direct patient care, thereby helping with patient acuity. Senior Mental Health Psychiatrist or Chief Mental Health Psychiatrist understand they will be required to work hours equivalent to either a half shift of their permanent work assignment or a full shift of their permanent work assignment. It is understood that services provided via telehealth or telemedicine shall not qualify for the bonus. Any person who ceases to be eligible for any credit provided in Section 8 shall cease to receive said credit. This bonus shall not constitute a base rate.

H.I. A Physician employed as a Supervising Mental Health Psychiatrist, Chief Mental Health Psychiatrist, or Mental Health Clinical Chief (UC) who is continuously assigned to work in a county jail mental health facility supervising the evaluation and treatment of mental patients, during such assignment, shall receive additional

compensation equal to 5.5 percent of the step on the appropriate E Schedule to which the Physician is assigned.

~~I.J.~~ Upon the transfer of the Los Angeles County Sheriff Department – Medical Services Bureau staff into the Department of Health Services, a Physician in Family Practice or Internal Medicine - General, who is continuously assigned to work in a County jail health facility, during such assignment, shall receive additional compensation equal to 5.5 percent of the step on the appropriate E Schedule to which the Physician is assigned. ~~A Physician employed as a Relief Physician, Correctional Health (Item No. 5482) shall receive additional compensation of 5.5 percent per hour for all hours worked in a County jail health facility.~~

~~J.K.~~ Effective March 1, 2019, a Head Dentist (Item No. 4769), Dental Director I (Item No. 4776), or Dental Director II (Item No. 4777) permanently assigned to a Los Angeles County Juvenile Correctional (Detention) Health Services facility shall receive additional compensation equal to 5.5 percent of the step on the appropriate E schedule to which the Dentist is assigned.

~~K.L.~~ Effective November 1, 2015, a Physician employed as a Supervising Mental Health Psychiatrist or Chief Mental Health Psychiatrist, who is certified by the appropriate American Specialty Board in Child Psychiatry, Addiction Psychiatry, Forensic Psychiatry, or Addiction Medicine shall receive additional compensation equal to 2.75 percent of the step on the appropriate E Schedule to which the Physician is assigned. Effective March 1, 2019, a Physician employed as a Supervising Mental Health Psychiatrist or Chief Mental Health Psychiatrist who is certified by the appropriate American Specialty Board in Geriatric Psychiatry or Consultation-Liaison Psychiatry shall receive additional

compensation equal to 2.75 percent of the step on the appropriate E Schedule to which the Physician is assigned. Effective March 19, 2019, a Physician employed as a Mental Health Clinical Chief (UC) (Item No. 4718) who is certified by the appropriate American Specialty Board in Child Psychiatry, Addiction Psychiatry, Forensic Psychiatry, Addiction Medicine, Geriatric Psychiatry, or Consultation-Liaison Psychiatry shall receive additional compensation equal to 2.75 percent of the step on the appropriate E schedule to which the Physician is assigned. Effective October 1, 2022, Supervising Mental Health Psychiatrist or Chief Mental Health Psychiatrist or Mental Health Clinical Chief (UC) (Item No. 4718) who are certified by the American Osteopathic Association (AOA) in Child Psychiatry, Addiction Psychiatry, Forensic Psychiatry, Addiction Medicine, Geriatric Psychiatry, or Consultation-Liaison Psychiatry shall receive 2.75% of the base salary on the appropriate D schedule. This bonus shall not constitute a base rate.

~~L. Effective March 1, 2019, a Department of Health Services Physician specializing in OB/GYN—General permanently assigned to work at a Los Angeles County hospital shall receive additional compensation equal to 10 percent of the step on the appropriate E Schedule to which the Physician is assigned, when privileged by the hospital to provide care in Inpatient Obstetrics and Labor & Delivery and/or Inpatient Gynecology and Gynecological Surgery.~~

M. Effective March 1, 2019, any Department of Health Services Physician permanently assigned to work in a Los Angeles County Medical Hub Clinic, when privileged by the Department to provide care in Forensic Pediatrics, shall receive additional compensation equal to 5.5 percent of the step on the appropriate E Schedule to which the Physician is assigned.

N. Effective June 1, 2024, any DHS Physician assigned to Addiction Medicine, Hospice and Palliative Care, Genetics and Genomics, or Radiation – Radiation/Oncology permanently assigned to work at a DHS facility shall receive 5.5% of the base salary on the appropriate D-schedule when privileged by the facility to perform those services and the individual has the associated Board Specialty or subspecialty certification. This bonus shall not be pyramided with other board specialty bonuses.

N.O. Any person who ceases to be eligible for any credit provided in this Section 6.08.450 shall cease to receive said credit.

**SECTION 3.** Section 6.08.455 is hereby amended to read as follows:

**6.08.455 Occasional Physician Services.**

...

~~F. Relief physician.~~

~~1. Effective May 14, 2013, a Physician employed as a Relief Physician (Item No. 5473) shall be compensated on the indicated schedules of the effective Relief Physician Schedule:~~

Specialty Code	Medical Specialty	Schedule
51	Anesthesiology	H18
52	Dermatology	H15
53	Emergency Medicine	H13
54	Family Practice	H04
55	Int Med-General/Endocrinology	H03
56	Int Med-Cardiology (Invasive)	H16

57	Int Med-Cardiology (Non-Invasive)	H07
58	Int Med-Critical Care	H14
59	Int Med-Gastro (Invasive)	H16
60	Int Med-Gastro (Non-Invasive)	H02
61	Int Med-Hematology/Oncology	H10
62	Int Med-Infectious Disease	H03
63	Int Med-Nephrology	H06
64	Int Med-Pulmonary (Invasive)	H08
65	Int Med-Pulmonary (Non-Invasive)	H03
66	Int Med-Rheumatology	H03
67	Neurology	H03
68	Nuclear Medicine	H12
69	ObGyn-General	H14
70	ObGyn-Gynecologic Oncology	H19
71	ObGyn-Maternal/Fetal Medicine	H17
72	Otolaryngology	H18
73	Pathology	H08
74	Pathology-Forensic	H11
75	Pediatrics	H01
76	Pediatrics—Neonatal/Critical Care	H10
77	Physical Medicine and Rehabilitation	H05

78	Preventive Medicine	H04
79	Psychiatry	H09
80	Radiology-General/Diagnostic	H20
81	Radiology-Vasc/Int Diagnostic	H22
82	Surgery-Cardio-Thoracic	H22
83	Surgery-General	H18
84	Surgery-Neurological	H22
85	Surgery-Ophthalmology	H18
86	Surgery-Orthopedics	H22
87	Surgery-Pediatric	H22
88	Surgery-Plastic	H21
89	Surgery-Urologic	H18
90	Surgery-Vascular	H21

2. ~~Effective January 1, 2014, persons who have retired from county service are prohibited from appointment to the Relief Physician classification while concurrently receiving post retirement benefits pursuant to the provisions of the California Public Employees' Pension Reform Act (PEPRA) of 2013.~~

3. ~~A Physician employed as a Relief Physician, Correctional Health (Item No. 5482) shall be compensated at the rate of \$175 per hour for all hours worked in a County jail health facility. Effective October 1, 2018, the rate shall adjust pursuant to the following schedule:~~

Effective Date	Hourly Rate
10/01/2020	\$190
10/01/2022	\$200
10/01/2023	\$207
10/01/2024	\$214

**SECTION 4.** Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to add the following class:

<b>ITEM NO.</b>	<b>TITLE</b>	<b>EFFECTIVE DATE</b>	<b>SALARY OR SALARY SCHEDULE AND LEVEL</b>
<u>5620</u>	<u>PARAMEDIC INSTRUCTOR</u>	_____*	<u>NMO</u> <u>104L</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 5.** Section 6.28.050 (Tables of Classes of Positions with Salary

Schedule and Level) is hereby amended to change the salary of the following

classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
5734	CHIEF VETERINARIAN	01/01/2021	NMXO	123A
		10/01/2022	NMXO	125A
		10/01/2023	NMXO	126C
		10/01/2024	NMXO	127E
		<u>01/01/2025</u>	<u>NMXO</u>	<u>129E</u>
5732	SENIOR VETERINARIAN	01/01/2021	NMXO	120E
		10/01/2022	NMXO	122E
		10/01/2023	NMXO	123G
		10/01/2024	NMXO	124J
		<u>01/01/2025</u>	<u>NMXO</u>	<u>126J</u>

**SECTION 6.** Section 6.28.050-25 (Notes to Section 6.28.050) is hereby amended to read as follows:

...

NOTE MU. Notwithstanding any other provision of this Title 6, persons employed in this position shall be compensated on a ten-step salary range; the sixth step being the fifth step of the salary schedule which is one standard salary schedule above the indicated salary range; the seventh step being the fifth step of the salary schedule which is two standard salary schedules above the indicated salary range; the eighth step being the fifth step of the salary schedule which is three standard salary schedules above the indicated salary range; the ninth step being the fifth step of the salary schedule which is four standard salary schedules above the indicated salary range; and the tenth step being the



fifth step of the salary schedule which is five standard salary schedules above the indicated salary range. Advancement to the sixth, seventh, eighth, ninth, and tenth steps shall be granted upon completion of 12 months of service at each of the previous steps, except in cases of promotion where initial appointment results in less than a 5.6468 percent increase in pay. In such cases, advancement to the next step shall be granted upon completion of six months of service at the previous step. Step advances thereafter shall be as otherwise provided in Section 6.08.090. The rate or rates established by this provision constitute a base rate.

...

**SECTION 7.** Section 6.34.020 is hereby amended to read as follows:

**6.34.020 Additional information.**

...

**B. Animal Care Control Assignment Bonus**

Full-time permanent Senior Veterinarian (Item No. 5732) and Chief Veterinarian (Item No. 5734) in the Department of Animal Care Control (DACC) shall receive an additional 10% of the their base salary.

**SECTION 8.** Section 6.53.010 (Department of Children and Family Services) is hereby amended to change the number of ordinance positions for the following classes:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
2214A	4043 <u>1012</u>	INTERMEDIATE TYPIST-CLERK
2216A	<u>277</u> <u>278</u>	SENIOR TYPIST-CLERK

**SECTION 9.** Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1179A	8 <u>7</u>	HEAD CLERK

**SECTION 10.** Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1163A</u>	<u>1</u>	<u>LANGUAGE SERVICES SUPERVISOR</u>

**SECTION 11.** 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 class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1179A	2 <u>1</u>	HEAD CLERK

**SECTION 12.** Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to add the following class and number of ordinance positions:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
<u>1163A</u>	<u>1</u>	<u>LANGUAGE SERVICES SUPERVISOR</u>

**SECTION 13.** Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to delete the following class and number of ordinance positions:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
<del>1179A</del>	<del>4</del>	<del>HEAD CLERK</del>

**SECTION 14.** Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to add the following class and number of ordinance positions:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
<u>1163A</u>	<u>1</u>	<u>LANGUAGE SERVICES SUPERVISOR</u>

**SECTION 15.** Section 6.86.010 (Department of Mental Health) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4721A	4	<del>BUDGET OFFICER, MENTAL HEALTH</del>
1907A	3	<del>DEPARTMENTAL EMPLOYEE RELATIONS REP</del>
0753A	4	<del>FISCAL OFFICER II</del>
1340A	4	<del>SUPERVISING PAYROLL CLERK III</del>

**SECTION 16.** Section 6.86.010 (Department of Mental Health) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1341A</u>	<u>1</u>	<u>SUPERVISING PAYROLL CLERK IV</u>

**SECTION 17.** 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
1007A	<del>2</del> <u>3</u>	ADMINISTRATIVE SERVICES DIV MGR
1002A	<del>64</del> <u>95</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	<del>29</del> <u>33</u>	ADMINISTRATIVE SERVICES MANAGER II
1004A	<del>17</del> <u>20</u>	ADMINISTRATIVE SERVICES MANAGER III
0752A	9	<u>7</u> FISCAL OFFICER I

0672A	64	<u>37</u>	HEALTH CARE FINANCIAL ANALYST
2214A	500	<u>498</u>	INTERMEDIATE TYPIST-CLERK
1848A	57	<u>52</u>	MANAGEMENT ANALYST
1331A	7	<u>6</u>	PAYROLL CLERK I
1334A	4	<u>2</u>	PAYROLL CLERK II
0666A	44	<u>11</u>	SENIOR ACCOUNTING SYSTEMS TECH
2216A	444	<u>146</u>	SENIOR TYPIST-CLERK

**SECTION 18.** Section 6.86.020 is hereby amended to read as follows:

**6.86.020 Additional information.**

...

D. Mental Health Psychiatrist Recruitment Incentive.

...

2. Requirements to Qualify for a Mental Health Psychiatrist Recruitment Incentive. An Eligible Psychiatrist may receive a recruitment incentive bonus under the following conditions and subject to the following limitations:

...

g. In no event shall a Mental Health Psychiatrist or a Supervising Mental Health Psychiatrist hired or appointed on or after July 1, 2025, be entitled to a recruitment incentive pursuant to this Section 6.86.020.D.

E. Mental Health Psychiatrist Student Loan Repayment Incentive.

...

2. Requirements to Qualify for a Mental Health Psychiatrist Student Loan Repayment Incentive. An Eligible Psychiatrist may receive a student loan repayment incentive under the following conditions and subject to the following limitations:

...

g. In no event shall a Mental Health Psychiatrist or a Supervising Mental Health Psychiatrist hired or appointed on or after July 1, 2025, be entitled to a student loan repayment incentive pursuant to Section 6.86.020.E.

**SECTION 19.** 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
2565A	4 <u>2</u>	INFORMATION TECHNOLOGY MANAGER I
2561A	<u>2</u> <u>1</u>	PRINCIPAL NETWORK SYSTEMS ADMIN

**SECTION 20.** Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[NOV2024GENRECLASSVACEO]



## PARAMEDIC INSTRUCTOR

Class Code:  
XXXX

COUNTY OF LOS ANGELES  
Established Date: XXXX

### SALARY RANGE

XXXX

#### DEFINITION/STANDARDS:

##### DEFINITION:

Develops specialized training programs or educational course content for paramedic students, presents this content in a formal learning situation, supervises its application in a clinical setting, and evaluates effectiveness of the training in achieving predetermined training objectives.

##### CLASSIFICATION STANDARDS:

Positions allocable to this class work under the technical and administrative direction of an Assistant Nursing Director, Education or higher and are assigned to the Emergency Medical Services Programs Division's Paramedic Training Institute. Positions are responsible for curriculum development, course coordination, and instruction which includes developing and presenting well defined course content, conducting skills testing and retesting. Positions may collaborate with EMS management, nursing instructors, and/or external agencies to develop, maintain, and modify curriculum in the area of paramedicine.

##### EXAMPLES OF DUTIES:

Identifies and analyzes, on an ongoing basis, the training needs of paramedic students in the paramedic training program.

Plans and develops educational/training modules and course content, structures group and individual educational sessions, incorporating teaching methodology designed to meet identified needs and established course objectives.

Conducts formal didactic training and clinical instruction for paramedic students.

Provides skill laboratory instruction which includes skill demonstration, assessment, and evaluation of paramedic students.

Plans, supervises, and evaluates student performance in applying medical knowledge in a clinical setting, and performance of critical skills of medical procedures.

Plans, develops, and implements the use of evaluation tools to measure the effectiveness of the training, course content, or methodology.

Participates in studies and projects to improve course or curriculum content, identifies trends for improvement, and prepares reports of findings.

**REQUIREMENTS:**

**MINIMUM REQUIREMENTS:**

**TRAINING AND EXPERIENCE:**

Option 1:

Bachelor's degree -AND- two (2) years of experience in the practice of emergency medicine or prehospital care - AND- forty (40) hours of instruction in teaching methodology.

Option 2:

Associate degree -AND-six (6) years of experience in the practice of emergency medicine or prehospital care- AND- forty (40) hours of instruction in teaching methodology.

**LICENSE:**

A license to practice as a paramedic issued by the California Emergency Medical Services Authority.

A valid California Class C Driver License.

**PHYSICAL CLASS:**

3 - Moderate

**OTHER REQUIREMENTS:**

**SPECIALTY REQUIREMENTS:**

**COMMENTS:**

--



**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/16/2024
<b>BOARD MEETING DATE</b>	11/6/2024
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>
<b>DEPARTMENT(S)</b>	Chief Executive Office
<b>SUBJECT</b>	Paid Family Leave Pilot Program
<b>PROGRAM</b>	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	If Yes, please explain why:
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable
<b>DEADLINES/ TIME CONSTRAINTS</b>	Ordinance must be approved by the Board of Supervisors 30 days before January 1, 2025, the pilot starts date.
<b>COST &amp; FUNDING</b>	Total cost: Unknown    Funding source:
	TERMS (if applicable): Pilot is effective January 1, 2025 through December 31, 2026.
	Explanation: Difficult to know the cost until we know the enrollment information. Once we have enrollment information, then we can develop a cost estimate for the County's contributions for reach department during the pilot period.
<b>PURPOSE OF REQUEST</b>	Introduce, waive reading, and adopt the ordinance to amend the County Code to include the two-year paid family leave pilot program.
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	In June 6, 2023, the Board of Supervisors directed the CEO to develop a framework to provide eight weeks of Paid Family Leave for employees receiving Flex and MegaFlex benefits. The CEO reported back on October 16, 2023 with two models of PFL program. On January 23, 2024, the Board directed the CEO to work with DHR and the Auditor-Controller to design and implement a two-year pilot program to provide PFL to non-represented Flex and MegaFlex employees, effective January 1, 2025. This ordinance outlines the details of the pilot PFL program, with effective date January 1, 2025.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Poverty Alleviation – Strengthen Pathways to Opportunities and Expand Access to Basic Supports The PFL pilot program will provide non-represented Flex and MegaFlex employees time off for the purpose of caring for a family member. This ensures that employees can take time off to bond with a child or to care for a family member, without worries of losing their wages during these critical times.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Julie Dixon Silva, (213) 974-0470, <a href="mailto:idsilva@ceo.lacounty.gov">idsilva@ceo.lacounty.gov</a>

**BOARD OF  
SUPERVISORS**

Hilda L. Solis  
First District

Holly J. Mitchell  
Second District

Lindsey P. Horvath  
Third District

Janice Hahn  
Fourth District

Kathryn Barger  
Fifth District



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 974-1101      ceo.lacounty.gov

**Chief Executive Officer**  
Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

November 06, 2024

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

Dear Supervisors:

**PAID FAMILY LEAVE PILOT PROGRAM  
(ALL DISTRICTS)  
(3-VOTES)**

**SUBJECT**

This letter and the accompanying ordinance will amend Title 6 of the Los Angeles County Code to implement a two-year paid family leave pilot program for non-represented Flex and MegaFlex employees.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Introduce, waive reading, and adopt the accompanying ordinance amending Title 6, Salaries, of the Los Angeles County Code to allow non-represented employees participating in the Flex and MegaFlex cafeteria benefit plans to participate in a two-year paid family leave pilot program, beginning January 1, 2025, and terminating on December 31, 2026.
2. Instruct the Auditor-Controller to make the payroll system changes necessary to implement the changes recommended herein for pay warrants issued on and after January 15, 2025.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

**Background**

On June 6, 2023, your Board directed our office to develop a framework for a pilot program that provides eight weeks of Paid Family Leave (PFL) annually for employees receiving Flex or MegaFlex benefits. On October 16, 2023, we reported back to your Board with two basic models, each having

three variations. One model described a voluntary program that employees may participate in by purchasing up to eight weeks of PFL. The other model described a mandatory program that would require all Flex and MegaFlex employees to contribute to a PFL program.

On January 23, 2024, your Board directed our office to work with the Director of Personnel and the Auditor Controller to design and implement a two-year pilot program to provide eight weeks of Paid Family Leave for non-represented Flex and MegaFlex employees, effective January 1, 2025. In your directive, a voluntary model was selected as the framework for the pilot program. Under the selected voluntary model, non-represented Flex and MegaFlex employees may choose to enroll in the PFL pilot program and pay for the benefits through after-tax payroll deductions over a two-year period, with the County subsidizing half the cost of PFL benefits.

### Developing the Pilot PFL Program

Following the Board Motion to establish a PFL pilot program, our office met with key stakeholders from the Department of Human Resources (DHR), County Counsel, and Auditor-Controller, and created a task force to implement the pilot program. The task force developed a comprehensive policy for the PFL program, which is harmonized with the County's existing leave benefits. DHR amended the contracts with the County's Third-Party Administrators to develop a new enrollment site for eligible employees and a platform for the administration of PFL claims.

In addition, a communication plan was developed to ensure departments and eligible employees will be fully informed of the PFL pilot program that spans from January 1, 2025, through December 31, 2026. The information provided will include enrollment instructions, deadlines, details on payroll deductions for PFL, eligibility requirements to use PFL, information regarding the taxation of paid benefits, and the timing of reimbursement for unused PFL.

### Overview of the Program

Based on the model selected by your Board, the task force developed the following PFL pilot program.

### Enrollment and Administrative Timelines

During the enrollment window from November 1 through November 15, 2024, eligible non-represented Flex and MegaFlex employees may elect to enroll in the PFL program and purchase up to eight weeks of PFL with after-tax payroll deductions. Employees may purchase in one-week increments and half the cost of the PFL benefit is subsidized by the County. Once the enrollment window is closed, employees will no longer be allowed to make changes or cancel their enrollment. The deductions for PFL benefits will be taken over the span of the two-year pilot period.

Beginning January 1, 2025, enrolled employees will have until December 31, 2026, to utilize the PFL benefits they purchased. New hires to eligible positions or newly eligible non-represented MegaFlex employees may elect to enroll in the PFL pilot program within 60 days of becoming eligible. The last enrollment opportunity for new hires and newly eligible employees is September 30, 2026.

Employees will be refunded their deductions for any unused PFL benefits after the end of the pilot. Additionally, refunds for any unused PFL benefits will also be provided to employees if they cease to be eligible (examples include when employees move to another cafeteria plan or to a represented position).

### Utilizing PFL Benefits

Employees may use PFL benefits to receive 70% income replacement if they need to take time off for the following reasons:

- To care for a qualifying family member with a serious health condition;
- For bonding following the birth of an employee's child, an adoptive placement, or a foster care placement; and
- For reasons related to military exigency.

To ensure the County continues to provide a family-friendly workplace that promotes gender and racial equity, and to be inclusive of the growing variations of family dynamics, the County provides a broad definition of family member under the PFL program, which includes spouse, registered or non-registered domestic partner, parent or parent-in-law, grandparents, children or grandchildren, siblings, and a designated person. A designated person is someone who is related by blood or whose association with the employee is equivalent to that of a family member.

When employees need to use PFL benefits, they will apply for the benefits through the County's Third-Party Administrator, Sedgwick (who currently administers our Short-Term and Long-Term Disability Program). Sedgwick will evaluate employees' forms and supporting documentation and notify employees and their departments of PFL qualification status. If approved, the payroll system will provide employees with 70% PFL income replacement for the approved period of leave.

### Following the Pilot Period

As indicated in our May 3, 2024, report back, during and after the pilot period, our office will work with DHR to analyze data on the PFL pilot to gain insight into the enrollment population, cost and PFL usage. A comprehensive review and analysis of the pilot program will be provided to your Board for consideration should your Board choose to move forward with a Countywide PFL program.

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

The recommended actions in this Board letter promote at least two of the principles of the County of Los Angeles' Strategic Plan: 1) North Star 1 – Make Investments that Transform Lives – Focus Area Goals: Health Individuals and Families and Employment and Sustainable Wages; and 2) North Star 3 – Realize Tomorrow's Government Today – Focus Area Goal: Diverse and Inclusive Workforce.

### **FISCAL IMPACT/FINANCING**

The employees and County's contribution towards the PFL will be deposited into a new County trust fund during each pay period over the term of the pilot. The estimated cost of the County's contributions by department will not be known until after the enrollment period ends. Once the enrollment period ends, we will know how many employees have enrolled in the program and can develop a cost estimate for the County's contributions for each department during the pilot period. The fiscal impact of the County's contribution by department will also vary based upon each department's subvention revenue from outside agencies. Our office will work with the impacted departments to adjust their budgets based upon enrollment data and, as necessary, in the CEO's mid-year budget adjustment to ensure sufficient funding in Fiscal Year (FY) 2024-25. Our office will also ensure that sufficient funding is included in the 2025-26 and 2026-27 budgets.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The accompanying ordinance outlines the details of pilot PFL program and has been approved as to form by County Counsel.

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

No impact on current services.

Respectfully submitted,

FAD:JMN:JDS  
SRM:DC:TTP:mj

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



County of Los Angeles

September 27, 2024

Dawyn R. Harrison  
County Counsel



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

**Re: Title 6 – Salaries of the Los Angeles County Code  
Paid Family Leave Pilot Program**

Dear Ms. Davenport:

Enclosed please find an analysis and ordinance amending Title 6 - Salaries of the Los Angeles County Code by establishing a two-year Paid Family Leave Pilot Program that provides up to eight weeks of paid leave to eligible employees for baby bonding, caring for a family member with a serious health condition, and qualifying reasons related to a military exigency.

Very truly yours,

DAWYN R. HARRISON  
County Counsel

By *Pouya Bavafa*  
POUYA BAVAF  
Senior Deputy County Counsel  
Labor & Employment Division

APPROVED AND RELEASED:

  
NICOLE DAVIS TINKHAM  
Chief Deputy

PB:gr

Enclosure

## ANALYSIS

This ordinance amends Title 6 – Salaries of the Los Angeles County Code by establishing a two-year Paid Family Leave Pilot Program that provides up to eight (8) weeks of paid leave benefits to specified permanent, non-represented employees for the purpose of caring for a family member with a serious health condition, baby bonding, or a qualifying exigency related to military duty.

DAWYN R. HARRISON  
County Counsel

By: *Pouya Bavafa*

POUYA BAVAFA  
Senior Deputy County Counsel  
Labor & Employment Division

PB:gr

Requested: 9/18/24  
Revised: 9/25/24

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 6 – Salaries of the Los Angeles County Code relating to the establishment of a two-year Paid Family Leave Pilot Program that provides up to eight (8) weeks of paid leave benefits to specified permanent, non-represented employees for the purpose of caring for a family member with a serious health condition, baby bonding, or a qualifying exigency related to military duty.

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

**SECTION 1.** Section 6.20.085 is hereby added to read as follows:

**6.20.085 Paid Family Leave Pilot Program**

A. Purpose. A two-year Paid Family Leave Pilot Program is hereby established whereby eligible employees may elect to purchase family leave benefits providing income replacement equal to seventy percent (70%) of compensation for leave needed due to the birth or placement of a child, to care for a qualifying family member with a serious health condition, or due to a qualifying exigency related to active military duty.

B. Definitions. As used in this section:

1. "Child" means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom the employee stands in loco parentis.

2. "Compensation" means the base rate, as established in Title 6 of this Code, as amended, plus any monthly bonus established as a designated percentage of the base rate in the Level Percentage Conversion Table contained in



Title 6 or established as a percentage of the base rate pursuant to Part 3 of Chapter 6.08 of Title 6. "Compensation" shall not include any of the following:

- a. Overtime compensation;
  - b. Any lump-sum payoff or reimbursement for unused accumulated overtime, vacation, holiday time, or sick leave benefits;
  - c. Compensation pursuant to Section 6.16.010 of this Code; or
  - d. Any hourly bonus.
3. "County" means the County of Los Angeles.
4. "Designated person" means an individual related by blood or whose association with the employee is the equivalent of a family relationship. An eligible employee may select only one designated person per rolling 12-month period during the Program Period.
5. "Director" means the Director of Personnel or their designee.
6. "Domestic partner" means any of the following:
- a. A domestic partner as defined in section 297 of the Family Code;
  - b. A domestic partner identified in a domestic partnership statement filed in accordance with Chapter 2.210 of this Code; or
  - c. A person identified as the eligible employee's domestic partner in the Declaration of Domestic Partnership form filed by the employee with the County.

7. "Effective Pay Period" means the first pay period of the second month after the month in which an eligible employee elects family leave benefits under this section.

8. "Elected family leave" means the family leave benefits that an eligible employee elects to purchase in accordance with Subsection C of this section.

9. "Eligible employee" means an employee who:

a. Is appointed to an "A," "N," or "Z" item pursuant to Title 6 of this Code;

b. Is a non-represented employee, as defined in Section 6.04.055 of this Code; and

c. Participates in the County's Flexible Benefit Plan (Subdivision 1 of Chapter 5.27 or 5.28 of this Code) or MegaFlex Benefit Plan (Subdivision 2 of Chapter 5.27 or 5.28 of this Code).

"Eligible employee" does not include an employee of the Los Angeles County Superior Court or a member of the Grand Jury.

10. "Family leave" or "family leave benefits" means the paid leave benefits made available under this section.

11. "Grandchild" means a child of the eligible employee's child.

12. "Grandparent" means a parent of the eligible employee's parent.

13. "Parent" means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to the eligible employee when the employee was a child.

14. "Program" means the Paid Family Leave Pilot Program established pursuant to this section.

15. "Program Period" means January 1, 2025, through December 31, 2026.

16. "Program Administrator" means the person or entity, if any, to whom the County delegates the administration of claims for family leave benefits under this section.

17. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either of the following:

a. Inpatient care in a hospital, hospice, or residential health care facility; or

b. Continuing treatment or continuing supervision by a health care provider.

18. "Sibling" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

C. Election to Purchase Family Leave Benefits.

1. Election Period. An eligible employee may elect to purchase family leave benefits during the following periods:

a. An employee who is eligible as of October 31, 2024, will be able to elect family leave benefits from November 1, 2024, through November 15, 2024; and

b. An employee who becomes eligible after October 31, 2024, will have sixty (60) calendar days following their appointment to the eligible position to

make an election. However, under no circumstances may any election be made after September 30, 2026.

2. Election Amount. During the election period specified in this subsection, an eligible employee may elect to purchase family leave benefits in one of the following amounts: one workweek (40 hours), two workweeks (80 hours), three workweeks (120 hours), four workweeks (160 hours), five workweeks (200 hours), six workweeks (240 hours), seven workweeks (280 hours), or eight workweeks (320 hours).

3. Partial Income Replacement. The family leave benefits elected and used by an eligible employee pursuant to this section will be paid to the employee in an amount equal to the employee's compensation multiplied by seventy percent (70%).

4. Employee Contribution. An eligible employee shall be responsible for contributing fifty percent (50%) of the cost of the family leave benefits they elect pursuant to this subsection. Such contribution shall be deducted from the employee's pay, on an after-tax basis, during the Program Period. Beginning with the Effective Pay Period, the amount deducted from the employee's pay each pay period shall be equal to the employee's fifty percent (50%) share of the cost of the elected family leave benefits divided by the total number of pay periods from the Effective Pay Period through the last pay period of the Program Period.

5. County Contribution. The County shall contribute fifty percent (50%) of the cost of the family leave benefits elected by an eligible employee pursuant to this section. The County contribution paid to an employee pursuant to this section will be included in the employee's taxable income and subject to applicable federal and State tax withholding.

6. Limitation. Notwithstanding any other provision of this section, an employee may not elect or use more than eight workweeks (320 hours) of family leave.

7. Irrevocability of Election. Once an eligible employee has made an election pursuant to this subsection, such election shall be irrevocable during the Program Period so long as the employee continues to hold an eligible position.

D. Use of Family Leave Benefits.

1. Qualifying Reasons. During the Program Period, commencing with the Effective Pay Period, an eligible employee may utilize elected family leave when the employee is unable to work because of any of the following:

a. The birth of a child of the employee or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee;

b. The employee is caring for a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person who has a serious health condition; or

c. A qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States, as specified in section 3302.2 of the Unemployment Insurance Code.

2. Procedure.

a. To qualify for family leave under this subsection, the eligible employee must:

i. Submit a claim to the Program Administrator in accordance with timeframes and procedures established by the Director; and

ii. Submit to the Program Administrator documentation supporting the need for family leave in accordance with requirements established by the Director.

b. The Program Administrator will review the eligible employee's claim and supporting documentation and render a decision in accordance with this section and any requirements or guidelines established by the Director.

3. Incremental Usage. Family leave under this subsection may be taken on a continuous, intermittent, or reduced schedule basis, except as follows:

a. An eligible employee taking family leave due to the birth, adoption, or foster care placement of a child may take such leave in increments of less than two workweeks (80 hours) on no more than two occasions.

b. A salaried employee, as defined in Section 6.09.020 of this Code, shall use family leave in increments of one full workday.

E. Cessation of Eligible Status. Upon the cessation of an employee's status as an eligible employee, the County shall reimburse the employee in an amount equal to the employee's contribution towards the cost of the family leave benefits that the employee purchased but did not use.

F. Termination of Program. The Program will be in effect through December 31, 2026, and family leave benefits may not be used or carried over beyond such date. Upon termination of the Program, the County shall reimburse an employee

in an amount equal to the employee's contribution towards the cost of the family leave benefits that the employee purchased but did not use.

G. Where an employee separates from County employment before having paid fifty percent (50%) of the cost of the family leave benefits they have used, the outstanding balance shall be collected from the employee's final pay.

H. The Director may promulgate additional requirements and/or guidelines to implement this section.

I. Exclusive Obligations and Rights. The County and the Program Administrator do not have any obligation or duty other than as stated in this section and, except as specified in this section, no one has a right to benefits or a legal or equitable right against the County, the Board of Supervisors, the Director, or the Program Administrator.

J. No Employment Rights. Nothing contained in this section shall be construed as a contract of employment between the County and any employee, or as the right of any employee to continue in the employment of the County, or to be employed by the County for any specific period of time.

K. Misrepresentation or Fraud. An employee who receives a benefit as a result of false or incomplete information or a misleading or fraudulent representation shall repay all benefit amounts paid due to such information or representation and shall be liable for all collection costs including attorneys' fees and court costs.

L. Legal Action.

1. Exhaustion of Administrative Procedures. Before pursuing legal action, a person claiming benefits or seeking redress related to the Program shall first

exhaust all claim and review procedures provided by the Program. No action at law or in equity may be brought to recover Program benefits or seek redress related to the Program until the procedures contained in this section have been exhausted.

2. Necessary Parties. Unless otherwise required by law, the County and the Program Administrator are the only necessary parties to any action or proceeding that involves the Program or its administration. No employee, employer or other person or entity is entitled to notice of any legal action, unless a court with appropriate jurisdiction orders otherwise.

M. Governing Law. This section and the Program established pursuant thereto, including the actions of the parties involved, shall be construed and enforced according to applicable California laws unless preempted by federal law.

N. Severability. Nothing in this section shall be interpreted or applied so as to create any power or duty in conflict with any applicable federal or California law. If any provision of this section or the application thereof to any person or circumstance is held invalid, the remainder of this section or the application of such provision to other persons or circumstances shall not be affected thereby.

[620080PBCC]



FOR REFERENCE ONLY

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/16/2024	
<b>BOARD MEETING DATE</b>		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	PUBLIC HEATHLH	
<b>SUBJECT</b>	ADVANCE NOTICE OF INTENT TO EXTEND A SOLE SOURCE CONTRACT W/ AUTOMATED CASE MANAGEMENT SYSTEMS, INC. (ACMS)	
<b>PROGRAM</b>	DIVISION OF HIV AND STD PROGRAMS (DHSP)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	Public Health must extend this contract until the migration of data between HIV Casewatch and e2LAS is complete.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	February 28, 2025 – Extend contract to avoid a gap in data collection and reporting.	
<b>COST &amp; FUNDING</b>	Total cost: \$660, 000 (annually)	Funding source: Health Resources and Services Administration, Ryan White HIV/AIDS Program Part A funds
	TERMS: March 1, 2024 through February 28, 2026, with delegated authority to extend through August 31, 2026	
<b>PURPOSE OF REQUEST</b>	To extend the current sole source contract with ACMS for 12 months, effective March 1, 2025 through February 28, 2026, and delegated authority to extend an additional six months through August 31, 2025, to accommodate the migration and implementation of a replacement data management (DM) system.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	DHSP has approximately 108 HIV/AIDS care services contracts that require ongoing submission of client-level data to State and federal funders. HIV Casewatch, managed by ACMS, is used to meet this reporting requirement. HIV Casewatch includes database services such as: administration, security, maintenance, encryption, conversion and migration, design and modification, and development of interfaces with other Electronic Health Record systems	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Develop and implement strategies that identify, prioritize, and effectively support the most disadvantaged geographies and populations. Ryan White Program funded services are for people living with HIV who have no source of medical coverage.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Alliance for Health Integration; integrate services across health services and public health to assist clients access to care and address mental health. This contract supports the current data management system which collects client-level data for clients living with HIV in Los Angeles County.	
<b>DEPARTMENTAL CONTACTS</b>	Joshua Bobrowsky, Director Government Affairs, Public Health (213) 288-7871, <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a> Truc Moore, Senior Deputy County Counsel, (213) 972-5719 <a href="mailto:tmoore@counsel.lacounty.gov">tmoore@counsel.lacounty.gov</a>	



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

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

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

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

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)

**BOARD OF SUPERVISORS**

**Hilda L. Solis**  
First District

**Holly J. Mitchell**  
Second District

**Lindsey P. Horvath**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

September X, 2024

TO: Each Supervisor

FROM: Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO EXTEND A SOLE SOURCE CONTRACT WITH AUTOMATED CASE MANAGEMENT SYSTEMS, INC. FOR DATA MANAGEMENT SERVICES**

This is to notify you that the Department of Public Health (Public Health) intends to request Board approval to extend a sole source contract with Automated Case Management Systems, Inc. (ACMS), for the provision of data management services to further extend the contract effective March 1, 2025 through February 28, 2026, with an option to extend an additional six months through August 31, 2026.

This notice is being sent in accordance with Board Policy 5.100, which states that County of Los Angeles (County) departments that intend to request Board approval to further extend the term of an existing contract when there are no remaining option years in the contract, must provide advance written notice to your Board at least six months prior to the expiration of the contract. The current contract expires February 28, 2025.

### **Background**

Public Health's Division of HIV and STD Programs (DHSP) has approximately 108 HIV/AIDS care services contracts that require ongoing submission of client-level data to State and federal funders. DHSP's current data management system, HIV Casewatch, managed by ACMS, is used to meet this reporting requirement. This system includes a significant amount of historical information and is used by all DHSP contracted HIV care services providers for invoicing and other critical financial functions. HIV Casewatch includes database services such as: administration, security, maintenance, encryption,

conversion and migration, design and modification, and development of interfaces with other Electronic Health Record systems.

Since its inception, the data management services have been provided under this contract which has undergone multiple amendments. These amendments include term extensions, adjustments to funding allocations, and revisions to the scope of work.

This extension will allow for the continuation of data management services and for Public Health to complete the development and programming of a new data management system that is being recommended for approval by your Board on October 8, 2024.

### **Justification to Extend the Sole Source Contract**

Extension of the data management system contract will allow Public Health to continue to provide uninterrupted HIV data management services and billing support to DHSP contracted care services providers and ensure compliance with State and federal data collection and reporting requirements associated with the delivery of HIV care services to Los Angeles County residents. As indicated above, DHSP's current HIV/AIDS care and support data management system is used to meet this reporting requirement and is also used as a tool to help quantify the delivery of HIV/AIDS care services to people living with HIV/AIDS (PLWHA). It ensures accountability and productivity among contracted providers and provides valuable clinical outcomes data for clients served by DHSP.

Public Health will be transitioning to e2LAS, a new data system that will conform to the County's data system requirements and replace HIV Casewatch. The new data system will improve DHSP's ability to meet reporting requirements, improve reporting efficiency, add new data system functionality, as well as meet or exceed County data security requirements. e2LAS will be used by all DHSP contracted HIV service providers for client case management, outcome monitoring and reporting, contracting, invoicing, and other critical programmatic and financial functions. e2LAS will include functions to improve contract administration, services delivery, client/patient portals, IT security, as well as data interoperability with other systems including our contracted providers' Electronic Health Record (EHR), Practice Management, Laboratory and Pharmacy systems.

The ACMS contract must be extended to allow for the continuation of data management services and must be operational to allow contracted providers to complete data submission, invoicing, and reporting for the remainder of fiscal year (FY) 2024/2025 through the first quarter of FY 2025/2026. In addition, Public Health will need to have HIV Casewatch and e2LAS operating simultaneously during the transition period to allow Public Health to migrate critical client data from HIV Casewatch to e2LAS.

### **Impact to Public Health if the Sole Source Contract is not Extended**

Failure to extend the term of the data management contract will impact current funding levels in the County, as Public Health would be unable to report the required client-level data to our State and federal partners. It would also eliminate Public Health's ability to quantify the delivery of HIV care services to PLWHA. Extension of this sole source contract will ensure that the data collection efforts are not jeopardized or interrupted until the new data management system is developed and finalized, and that we are in compliance with federal programmatic requirements.

### **Alternative Plan**

There is no alternative plan for the provision of these services. Public Health must continue to extend this contract until the migration of data between both HIV Casewatch and e2LAS is complete.

### **Timeline**

The Board letter requesting authorization to extend the term of the contract for 12 months with the option to extend an additional six months through August 31, 2026, is projected to be presented to your Board in February 2025.

If you have any questions or require additional information, please let me know.

BF:jc  
#07887

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

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/16/2024	
<b>BOARD MEETING DATE</b>	11/6/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Consumer and Business Affairs (DCBA)	
<b>SUBJECT</b>	AMENDMENTS TO TITLE 8 – CONSUMER PROTECTION, BUSINESS AND WAGE REGULATIONS DIVISION 3 (HOUSING) TO IMPLEMENT CHANGES TO THE RENT STABILIZATION AND TENANT PROTECTIONS ORDINANCE.	
<b>PROGRAM</b>	Rent Stabilization	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:
	\$0	N/A
	TERMS (if applicable):	
Explanation:		
<b>PURPOSE OF REQUEST</b>	Recommendation to adopt amendments to the Rent Stabilization and Tenant Protections Ordinance.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	1. Related motion from 4/9/2024 Increasing Housing Accessibility by Providing Protections for Tenant with Permanent Disabilities <a href="https://file.lacounty.gov/SDSInter/bos/supdocs/190079.pdf">https://file.lacounty.gov/SDSInter/bos/supdocs/190079.pdf</a> 2. Related motion from 6/4/2024 Updating the Rent Stabilization and Tenant Protections Ordinance <a href="https://file.lacounty.gov/SDSInter/bos/supdocs/192160.pdf">https://file.lacounty.gov/SDSInter/bos/supdocs/192160.pdf</a>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Homeless Prevention	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Department of Consumer and Business Affairs Dana Pratt, Deputy Director, Housing & Tenant Protections (213) 634-5923 - <a href="mailto:dpratt@dcba.lacounty.gov">dpratt@dcba.lacounty.gov</a> Mary Safaryan, Chief, Rent Stabilization Program (213) 712-5546 - <a href="mailto:msafaryan2@dcba.lacounty.gov">msafaryan2@dcba.lacounty.gov</a>	



LOS ANGELES COUNTY  
**CONSUMER & BUSINESS AFFAIRS**

[Board of Supervisors](#)

November 6, 2024

Hilda L. Solis  
First District

Holly J. Mitchell  
Second District

Lindsey P. Horvath  
Third District

Janice Hahn  
Fourth District

Kathryn Barger  
Fifth District

[Director](#)  
Rafael Carbajal

[Chief Deputy Director](#)  
Joel Ayala

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:

**AMENDMENTS TO TITLE 8 – CONSUMER PROTECTION, BUSINESS  
AND WAGE REGULATIONS DIVISION 3 (HOUSING) TO IMPLEMENT  
AMENDMENTS TO THE RENT STABILIZATION AND TENANT  
PROTECTIONS ORDINANCE  
(3 VOTES - ALL DISTRICTS)**

**SUBJECT**

Adopt amendments to the Los Angeles County Code (LACC) Title 8 - Consumer Protection, Business and Wage Regulations to make amendments and clarifying changes to Chapter 8.52 - Rent Stabilization and Tenant Protections Ordinance (RSTPO). These changes are intended to incorporate additional protections as directed by your Board.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Introduce, waive reading, and set for adoption the attached ordinance that amends the LACC Title 8 – Consumer Protection, Business and Wage Regulations, Chapter 8.52 - Rent Stabilization and Tenant Protections.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Consistent with your Board’s policy directives on September 10, 2019 and November 19, 2019, related to the establishment of a Rent Stabilization Program, and based on additional directives from your Board motion of April 9, 2024, Increasing Housing Accessibility by Providing Protections for Tenant with Permanent Disabilities<sup>1</sup> and Board directed changes from Board motion

<sup>1</sup> <https://file.lacounty.gov/SDSInter/bos/supdocs/190079.pdf>

<sup>2</sup> <https://file.lacounty.gov/SDSInter/bos/supdocs/192160.pdf>



**dcba.lacounty.gov**  
**info@dcba.lacounty.gov**

320 W. Temple St., Room G-10, Los Angeles CA, 90012-2706  
(213) 974-1452 • (800) 593-8222 • Fax: (213) 687-1137

of June 4, 2024, Updating the Rent Stabilization and Tenant Protections Ordinance<sup>2</sup> and departmental review and stakeholder testimony and feedback, the Department of Consumer and Business Affairs (DCBA or Department) recommends adopting amendments and clarifying provisions to the RSTPO. The changes are intended to incorporate additional protections as directed by your Board.

### **FISCAL IMPACT/FINANCING**

The adoption of these proposed amendments will have no net County cost impact on the General Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

#### **Recommended Amendments to Chapter 8.52 - Rent Stabilization and Tenant Protections Ordinance**

As directed by your Board motion of April 9, 2024, Increasing Housing Accessibility by Providing Protections for Tenant with Permanent Disabilities and Board motion of June 4, 2024, Updating the Rent Stabilization and Tenant Protections Ordinance, the following changes are being recommended to the RSTPO:

1. Revise Section 8.52.050, related to Permitted Rent Increases, to limit annual rent increases to 60% of the annual percentage change in the Consumer Price Index (CPI) not to exceed three percent (3%); plus an additional one percent (1%) for a Small Property Owner, not to exceed four percent (4%); or allow rent on luxury units to be increased by an additional two percent (2%), not to exceed five percent (5%).
2. Revise Section 8.52.060, related to Applications for Rent Increase and Adjustment for Fully Covered Rental Units, to state, an Application for Rent Increase will not be approved if said increase in Rent will be (1) more than three percent (3%); more than four percent (4%) if a Small Property Landlord; or more than five percent (5%) if for a Luxury Unit unless approved by the Department.
3. Revise Section 8.52.070, related to Pass-Through Cost Recovery for Fully Covered Rental Units, to state, a pass-through recovery cost will not be approved if it will result in an increase in Rent by (1) more than three percent (3%); more than four percent (4%) if a Small Property Landlord; or more than five percent (5%) if for a Luxury Unit unless approved by the Department.
4. Add new provision, Section 8.52.095, related to Reasonable Accommodations for Tenants with Permanent Physical Disabilities Related to Mobility, to state, a permanently Physically Disabled Tenant may request to be relocated to an



available Accessible Rent Unit located on the Rental Property if certain conditions are met.

In addition, DCBA recommends adopting the attached amendments and clarifying provisions to the RSTPO. These changes are intended to incorporate additional protections as directed by your Board.

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

The adoption of these proposed amendments will have no impact on current services or projects and will better facilitate the County's ability to implement the Ordinance.

**CONCLUSION**

DCBA requests that the Executive Officer, upon approval by the Board, return one adopted-stamped copy of this letter to the Director of DCBA.

Respectfully submitted,

RAFAEL CARBAJAL  
Director

RC:JA:DP  
MS:EV:ph

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

County of Los Angeles

October 7, 2024

Dawyn R. Harrison  
County Counsel

Rafael Carbajal, Director  
Department of Consumer and Business Affairs  
300 West Temple Street, Room G-10  
Los Angeles, California 90012



**Re: Amendment to Title 8 – Division 3 – Rent Stabilization  
and Tenant Protections Ordinance  
(04/09/24 Board Agenda; Item No. 8 and  
06/04/24 Board Agenda; Item No. 11)**

Dear Mr. Carbajal:

Enclosed please find the analysis and ordinance pertaining to the above-referenced matters. This ordinance amends Chapter 8.52, Rent Stabilization and Tenant Protections, of Title 8 – Consumer Protection, Business and Wage Regulations of the Los Angeles County Code, to revise the rent limitations and provide protections to allow tenants with a permanent physical disability related to mobility who live in a rent stabilized unit to move into an available accessible comparable unit.

The analysis and ordinance may be presented to the Board of Supervisors for their consideration.

Very truly yours,

DAWYN R. HARRISON  
County Counsel

By   
BEHNAZ TASHAKORIAN  
Principal Deputy County Counsel

APPROVED AND RELEASED:

  
JUDY W. WHITEHURST  
Chief Deputy

BT:lb

Enclosures

## ANALYSIS

This ordinance amends Title 8 – Consumer Protection, Business and Wage Regulations of the Los Angeles County Code, Chapter 8.52, Rent Stabilization and Tenant Protections to:

- Effective January 1, 2025, limit annual rent increases for fully covered rental units to sixty percent (60%) of the change in the consumer price index over the previous twelve-month period, not to exceed a maximum increase of three percent (3%).
- Allow qualifying small property landlords to exceed the maximum increase by an additional one percent (1%) annually, which in total shall not exceed four percent (4%).
- Allow luxury unit landlords to exceed the maximum increase by an additional two percent (2%) annually, which in total shall not exceed five percent (5%).
- Allow tenants who have a permanent physical disability related to mobility and who live in fully covered rental unit, to move into an accessible rental unit if certain conditions are met.

DAWYN R. HARRISON  
County Counsel

By 

BEHNAZ TASHAKORIAN  
Principal Deputy County Counsel  
Government Services Division

BT:lb

Requested:

06/07/2024

Revised:

10/01/2024

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 8 – Consumer Protection, Business and Wage Regulations of the Los Angeles County Code, Chapter 8.52, Rent Stabilization and Tenant Protections, limiting the annual increase of rent, effective January 1, 2025, to sixty percent (60%) of the percentage change in the average Consumer Price Index over the previous twelve-month period not to exceed a maximum rent increase of three percent (3%). This ordinance further allows a qualified small property landlord to increase rent by an additional one percent (1%) annually above the allowable maximum rent increase of three percent (3%), not exceed four percent (4%) in total, and allows a landlord to increase rent for a luxury unit by an additional two percent (2%) annually above the allowable maximum rent increase of three percent (3%), not to exceed five percent (5%) in total. This ordinance also incorporates protections to allow a tenant, who has a permanent physical disability related to mobility and who lives in a fully covered rental unit, to move into an accessible rental unit if certain conditions are met.

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

**SECTION 1.** Section 8.52.030 is hereby amended to read as follows:

**8.52.030 Definitions.**

The following terms shall have the meaning provided below when used in this Chapter, whether plural or singular.

A. "Accessible Rental Unit" means a Fully Covered Rental Unit located on the first floor or in a building with an operational elevator that has the same number of or

fewer, bedrooms and bathrooms, square footage, and parking spaces as the Physically Disabled Tenant's Fully Covered Rental Unit.

AB. "Base Rent" means the Rent charged on September 11, 2018, when the County Board of Supervisors declared its intent to regulate rent for residential properties in the Unincorporated ~~a~~Areas of the County, or at the initiation of the Tenancy, whichever is later, plus any rent increase allowed thereafter pursuant to the Interim Rent Stabilization Ordinance adopted by the Board of Supervisors on November 20, 2018, and this Chapter unless otherwise provided.

BC. "Board" means the County of Los Angeles Board of Supervisors.

GD. "Buyout Agreement" means a written agreement where a Landlord pays a Tenant money or other consideration to voluntarily move out of a Rental Unit.

DE. "Capital Improvement" means the addition, substantial repair or replacement of any improvements to Rental Units or common areas of the building which materially adds to the value of the building and appreciably prolongs its useful life or adapts it to new uses, and which is the same type of improvement as those allowed to be amortized over the useful life of the improvement in accordance with the Internal Revenue Code and its regulations and as specified in Section 8.52.070.

EF. "Code" means the Los Angeles County Code.

FG. "Commission" means the Rental Housing Oversight Commission created by the Board pursuant to County Code Chapter 8.64 to ~~oversee the implementation of this Chapter~~ hear, determine, and review the administrative decisions made by the

Department in its review of applications submitted by Landlords and Tenants related to this Chapter.

GH. "County" means the County of Los Angeles.

HI. "CPI" means the Consumer Price Index for all urban consumers ~~of the Los Angeles-Riverside-Orange County, California area,~~in the Los Angeles area (Los Angeles-Long Beach-Anaheim) or any successor designation of that index that may later be adopted by the U.S. Department of Labor. Calculation of the change in CPI percentage will be determined by the County Department and outlined in its procedures and guidelines.

IJ. "Days" means calendar days, which is all days including Saturdays, Sundays, and holidays, unless otherwise specified.

JK. "Department" means the County's Department of Consumer and Business Affairs, which oversees the implementation of this Chapter.

KL. "Ellis Act" means California Government Code sections 7060-7060.7.

LM. "Fully Covered Rental Unit" means: (1) Rental Units in the Unincorporated ~~a~~Areas of the County, which include two or more dwelling units, as defined under California Civil Code section 1940 subsection (c), for which a certificate of occupancy or equivalent permit for residential occupancy is issued on or before February 1, 1995, and (2) ~~M~~mobilehomes in a mobilehome park offered for Rent by the owner of the mobilehome regardless of the date of the certificate of occupancy or equivalent permit. The following are not considered a Fully Covered Rental Unit:

1. Rental Units that are expressly exempt from rent stabilization pursuant to California Civil Code section 1954.52 or federal law. This includes any Rental Unit that has a certificate of occupancy or equivalent permit for residential occupancy issued after February 1, 1995. For this purpose, a certificate of occupancy is the certificate issued before the property is used for any residential purposes.

2. An accessory dwelling unit for which a certificate of occupancy or equivalent permit for residential occupancy was issued after February 1, 1995, is exempt, unless it was occupied on or before February 1, 1995, and a Tenant provides evidence indicating as such, regardless of the legal or permit status of the Rental Unit.

MN. "Fully Exempt" means those Rental Units that are not subject to this Chapter as set forth in Section 8.52.040.

NO. "Housing Services" means all services provided by the Landlord related to the use or occupancy of a Fully Covered Rental Unit, including, water, heat, utilities, painting, elevator service, refuse removal, janitorial service, maintenance, repairs, replacement, recreational areas (including pools), laundry facilities, furnishings, storage space and/or parking (including one or more automobiles), security services, insurance, and the payment of property taxes. The term "Housing Services" shall not include legal fees or mortgage payments, whether for principal, interest, or both, bonuses of any nature paid to employees, penalties, fees, damages, or interest assessed or awarded for violations of this Chapter or any other law, or any expenses for which the Landlord has been reimbursed by any security deposit, insurance, settlement, judgment for damages, or any other method.

OP. "Landlord" means an owner, lessor, sublessor, or any other person or entity entitled to offer any Rental Unit for Rent or entitled to receive Rent for the use and occupancy of a Rental Unit, and the agent, representative, or successor of any of the foregoing.

PQ. "Landlord's Family Member" means a Landlord's parent, child, spouse or registered domestic partner, grandparent, grandchild, aunt or uncle at least sixty-two (62) years of age, or other dependent over which the Landlord has guardianship, the spouse or registered domestic partner's parent, child, grandparent, grandchild, aunt or uncle at least sixty-two (62) years of age, and other dependent over which the Landlord's spouse or domestic partner has guardianship.

QR. "Luxury Unit" means a Fully Covered Rental Unit that meets all of the following criteria:

1. Has two (2) bedrooms or less;
2. Is located within a single structure that contains at least twenty-five (25) or more ~~Dwelling~~Rental Units; and
3. As of September 11, 2018, Landlord received at least four thousand dollars (\$4,000) per month in Rent.

RS. "Partially Covered Rental Unit(s)" means any Rental Unit in the Unincorporated ~~a~~Areas of the County that meets one or more of the following provisions:



1. Rental Units that are permitted with a certificate of occupancy after February 1, 1995, unless Fully Exempt. Permitted shall mean permits that are final and unit is fit for residential habitation.

2. Any Rental Unit that is separately transferable from the title to any other Rental Unit, including, single family residences, condominiums, and stock cooperatives as defined in California Business and Professions Code section 11003.2, but excluding mobilehomes offered for Rent by a mobilehome owner; or is a subdivided interest in a subdivision, as specified in California Business and Professions Code section 11004.5 subdivisions (b), (d), or (f).

T. "Physically Disabled Tenant" means a Tenant who:

1. Resides in and occupies a Fully Covered Rental Unit;

2. Is not subject to eviction for nonpayment of Rent;

3. Has a permanent physical disability as defined in California

Government Code section 12926, subdivision (m); and

4. Such permanent physical disability is related to mobility.

SU. "Primary Renovation" means work performed either on a Rental Unit or the Rental Building that improves the property by prolonging its useful life or adding value as specified in Section 8.52.070.

TV. "Rent" means the consideration paid for the use or occupancy of a Rental Unit or for Housing Services provided, or both, but does not include any of the following, each of which shall be separately listed and identified in the Rental Agreement:

1. Security deposits;

2. User fees for services or facilities which may be utilized at the option of the Tenant and are expressly not included as Rent in the Rental Agreement;

3. Utility charges for those Rental Units that are billed separately whether or not the Rental Units are individually metered;

4. Any Rent discounts, incentives, concessions, or credits offered by the Landlord; or

5. Any pass-through authorized pursuant to this Chapter.

~~U~~W. "Rental Agreement" means an agreement, oral, written or implied, between a Landlord and Tenant for use and occupancy of a Rental Unit and for Housing Services.

~~V~~X. "Rental Property" means all Rental Units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

~~W~~Y. "Rental Unit" means a dwelling unit, as defined under California Civil Code section 1940 ~~subsection~~division (c), including joint living and work quarters, and applies to any building, structure, or part thereof, or land appurtenant thereto, or any other Rental Property rented or offered for Rent for residential purposes, together with all Housing Services connected with use or occupancy of such property such as common areas and recreational facilities held out for use by the Tenant, whether or not the residential use is legally permitted, including live-work spaces, mobilehomes rented by the owner to a Tenant, and any accessory dwelling unit located in the Unincorporated ~~a~~Areas of the County.

~~XZ~~. "Service Reduction" means any decrease or diminution in the level of Housing Services provided by the Landlord on or after September 11, 2018, including but not limited to, services the Landlord is required to provide pursuant to:

1. California Civil Code section 1941 et seq.;
2. The Landlord's implied warranty of habitability, which cannot be contractually excluded or waived; and
3. A Rental Agreement between the Landlord and the Tenant.

AA. "Small Property Landlord" is defined as a Landlord that meets any of the following: (1) is qualified for and receives a Homeowners' Property Tax Exemption for the property on which the subject Rental Unit is located; (2) has an ownership interest or beneficial interest in or controls only one (1) Rental Property with no more than ten (10) Rental Units; or (3) has an ownership interest or beneficial interest in or controls no more than three (3) Rental Properties with a combined total of no more than ten (10) Rental Units, including any Rental Properties outside of Los Angeles County.

A Small Property Landlord does not include a real estate investment trust, as defined in Internal Revenue Code section 856, a corporation, a limited liability company in which at least one (1) member is, or is controlled by, a corporation, or a partnership in which at least one (1) partner is, or is controlled by, a corporation.

~~YBB~~. "State" means the State of California.

ZCC. "Tenancy" means the legal right or entitlement of a Tenant to use or occupy a Rental Unit, including the use of the Housing Services provided by the

Landlord, subject to the terms of the Rental Agreement. This includes a lease or a sublease.

AADD. "Tenant" means a tenant, subtenant, lessee, sublessee, or any other person entitled under the terms of a Rental Agreement to the use or occupancy of any Rental Unit.

BEE. "Unincorporated ~~a~~Areas" means areas in Los Angeles County outside the jurisdictional boundaries of incorporated cities.

**SECTION 2.** Section 8.52.050 is hereby amended to read as follows:

**8.52.050 Permitted Rent Increases for Fully Covered Rental Units.**

A. A Landlord may impose an annual Rent increase for any Fully Covered Rental Unit, as allowed in this Section, only after providing at least thirty (30) Days written notice to the Tenant of the Rent increase pursuant to California Civil Code section 827.

B. A Landlord may impose an annual Rent increase only upon registering the Fully Covered Rental Unit in the County's Rent Registry System, paying required annual registration fees pursuant to Section 8.52.080, and being in compliance with federal, State, and local laws and requirements.

~~C. Annual Rent increases for Fully Covered Rental Units shall be limited to reflect the percentage change in the average CPI over the previous twelve (12) month period ending in September with a maximum of eight percent (8%), unless otherwise determined by the Department as set forth in Section 8.52.060 and as specified below:~~

1. ~~—— If the change in CPI is eight percent (8%) or higher, the maximum allowable annual Rent increase will be eight percent (8%);~~

2. ~~—— If the change in CPI is between three percent (3%) and eight percent (8%), the maximum allowable annual Rent increase will be equal to the change in CPI;~~

3. ~~—— If the change in CPI is between one percent (1%) and three percent (3%), the maximum allowable annual Rent increase will be equal to three percent (3%);~~

4. ~~—— If the change in CPI is between negative two percent (-2%) and one percent (1%), the maximum allowable annual Rent increase will be equal to the change in CPI plus two percent (2%); or~~

5. ~~—— If the change in CPI is less than negative two percent (-2%), no annual Rent increase is permitted.~~

6. ~~Notwithstanding the above, e~~Effective January 1, 2023 through December 31, 2023, the maximum allowable annual Rent increase for Fully Covered Rental Units shall not exceed three percent (3%) and effective January 1, 2024 through December 31, 2024, the maximum allowable annual Rent increase for Fully Covered Rental Units shall not exceed four percent (4%), unless otherwise ~~determined~~approved by the Department pursuant to this Chapter.

D. Effective January 1, 2025, annual Rent increases for Fully Covered Rental Units are limited to sixty percent (60%) of the percentage change in the average CPI over the previous 12-month period ending in September, not to exceed a maximum Rent increase of three percent (3%), unless otherwise approved by the Department.

1. A Small Property Landlord may increase Rent for a Fully Covered Rental Unit by an additional one percent (1%) annually above the maximum Rent increase of three percent (3%), which shall in total not exceed four percent (4%), unless otherwise approved by the Department.

a. A Small Property Landlord must provide to the Department a self-certification under penalty of perjury that it meets the requirements set forth in Section 8.52.030.AA.

b. A Small Property Landlord must include a statement in their Rent increase notice to the Tenant advising them that the Landlord meets the requirements of a Small Property Landlord, and is, therefore, allowed an additional one percent (1%) annually above the maximum Rent increase of three percent (3%), which in total shall not exceed four percent (4%), unless otherwise approved by Department.

DE. Luxury Units.

1. Prior to December 31, 2023, a Landlord may increase Rent on a Luxury Unit annually by an additional two percent (2%) above the allowable annual Rent increase specified in this Section for a Fully Covered Rental Unit. Effective January 1, 2023 through December 31, 2023, the maximum allowable annual Rent increase for Luxury Units shall not exceed five percent (5%), unless otherwise ~~determined~~approved by the Department pursuant to this Chapter. Effective January 1, 2025, a Landlord may increase Rent for a Luxury Unit by an additional two percent (2%) annually above the maximum allowable Rent increase of three percent (3%), which in total shall not exceed five percent (5%), unless otherwise approved by the Department.

~~2. An annual Rent increase for Luxury Units shall not exceed ten percent (10%), unless otherwise determined by the Department as set forth in Section 8.52.060.~~

~~EF.~~ Only one Rent increase for a Fully Covered Rental Unit may be imposed on a Tenant household in any twelve (12) month period, unless otherwise ~~determined~~approved by the Department pursuant to this Chapter.

~~FG.~~ Notice and Calculation of Allowable Annual Rent Increase for a Fully Covered Rental Unit.

1. Calculation of Annual Rent Increase. The allowable annual Rent increase shall be calculated annually by the Department.

2. Notice of Annual Rent Increase. The amount of the annual Rent increase shall be provided in accordance with the Department's procedures and guidelines.

~~GH.~~ Rent Excess Paid for a Fully Covered Rental Unit.

1. In the event a Tenant paid Rent in excess of that permitted by the Department, the Landlord shall reimburse the Tenant for the Rent overpayment.

2. The Landlord may elect to either:

a. Reimburse the Tenant for the Rent overpayment through one lump sum payment, which must be paid by the time the next monthly obligation is due; or

b. Reimburse the Tenant for the Rent overpayment over a six (6) month period in the form of a monthly credit towards Rent otherwise due from the

Tenant, to which the first credit must be applied at the time the next monthly obligation is due.

3. Reimbursement For Rent Overpayment Exceeds Rent Due. Where the reimbursement due to the Tenant exceeds the Rent due for the remainder of the Tenancy, the reimbursement exceeding the Rent due shall be immediately paid to the Tenant as a lump sum payment.

H. Rent Paid Following Vacancy of Fully Covered Rental Unit. When a Tenant voluntarily moves out of a Fully Covered Rental Unit, or following an eviction for an At-Fault Termination, as specified in Section 8.52.090.D, the Landlord may set the initial Rent for the next Tenant, without restriction, at the commencement of the new Tenancy. Rent increases following vacancy shall not incorporate any previously approved pass-through fees or costs.

I. Rent Banking. A Landlord who does not impose an annual Rent increase or a portion of the permitted annual Rent increase for a Fully Covered Rental Unit in any twelve (12) month period, as provided in this Section, waives that annual Rent increase or the remaining portion of that permitted annual Rent increase for the remainder of the Tenancy.

J. Tenant's Right of Refusal. A Tenant may refuse to pay a Rent increase for a Fully Covered Rental Unit which is in violation of this Chapter. Such refusal to pay the increased amount shall be a defense in any action brought to recover possession of a Fully Covered Rental Unit or to collect the Rent increase.



~~KL~~. Additional Occupants. An addition of occupants in the Fully Covered Rental Unit pursuant to this Section does not authorize a Rent increase or an increased security deposit.

**SECTION 3.** Section 8.52.060 is hereby amended to read as follows:

**8.52.060 Applications for Rent Increase and Adjustment for Fully Covered Rental Units.**

A. Landlord Application for Rent Increase. A Landlord who believes they are not receiving a fair and reasonable return from the allowable increases for a Fully Covered Rental Unit, as determined in Section 8.52.050, may file an Application for Rent Increase with the Department to request an increase in Rent for a Fully Covered Rental Unit beyond that which is permitted under Section 8.52.050.

...

4. Review and Approval of Application for Rent Increase.

...

c. An Application for Rent Increase shall not be approved if any Rent increase for that year, plus any amount allowed for a fair and reasonable return on the Landlord's investment, will result in an increase of the Rent from the prior year of an affected Tenant: (1) by more than three percent (3%) for a Fully Covered Rental Unit ~~by more than eight percent (8%);~~ (2) by more than four percent (4%) if for a Small Property Landlord; ~~or~~ (3) by more than five percent (5%) for a Luxury Unit ~~by more than ten percent (10%);~~ unless otherwise ~~determined~~ approved by the Department pursuant to this Section.

...

**SECTION 4.** Subsection C of Section 8.52.070 is hereby amended to read as follows:

**8.52.070 Pass-Through Cost Recovery for Fully Covered Rental Units.**

...

C. Pursuant to this Section, ~~no~~ pass-through cost recovery shall not be approved if the amount allowed to be a pass-through cost for that year, plus any Rent increase allowed for that year, ~~would~~will result in an increase of the Rent from the prior year of an affected Tenant: (1) by more than three percent (3%) for a Fully Covered Rental Unit; by more than eight percent (8%); (2) by more than four percent (4%) for a Fully Covered Rental Unit if for a Small Property Landlord; or (3) by more than five percent (5%) ~~or~~for a Luxury Unit ~~by more than ten percent (10%) over the prior year's Rent;~~ unless otherwise ~~determined~~approved by the Department pursuant to Section 8.52.060.

...

**SECTION 5.** Section 8.52.095 is hereby added to read as follows:

**8.52.095 Reasonable Accommodations for Physically Disabled Tenants.**

A. The purpose of this Section is to implement California Civil Code section 1954.53, which allows a Physically Disabled Tenant to request relocation, and relocate, to an available Accessible Rental Unit if certain conditions are met.

B. A Landlord who receives a written request for a reasonable accommodation from a Physically Disabled Tenant must promptly engage in and complete an interactive process with the Physically Disabled Tenant, set forth under Sections 12177 to 12180, inclusive, of Title 2 of the California Code of Regulations, in order to relocate the Physically Disabled Tenant to an Accessible Rental Unit prior to that Accessible Rental Unit becoming available to others, while also allowing the Physically Disabled Tenant to retain their Tenancy at the same Rent and terms of their existing Fully Covered Rental Unit. Nothing stated in this Section precludes a Landlord from granting the request of a Physically Disabled Tenant to move into an Accessible Rental Unit on the Rental Property in compliance with all other provisions of this Section at any time prior to completing the interactive process set forth above.

C. Upon completing the interactive process set forth above, a Landlord must permit a Physically Disabled Tenant to move to an available Accessible Rental Unit of the Rental Property when all of the following conditions are met:

1. The determination resulting from the interactive process is that a move is necessary to accommodate the Physically Disabled Tenant;
2. The Physically Disabled Tenant's current Fully Covered Rental Unit is located on an upper floor that does not have an operational elevator;
3. The requested Accessible Rental Unit is in the same building of the Fully Covered Rental Unit or, alternatively, is located on the same Rental Property with at least four (4) other Rental Units and is owned by the same Landlord;

4. The requested Accessible Rental Unit does not require renovation to comply with applicable requirements of the California Health and Safety Code;

5. The Department, upon receiving an Application for Rent Increase by the Landlord as set forth in this Chapter, or the Commission, upon Landlord's request for an administrative review, determines that the Landlord will continue to receive a fair rate of return for the Accessible Rental Unit;

6. The Physically Disabled Tenant provides the Landlord a written request to move into an Accessible Rental Unit of the Rental Property prior to the date that an Accessible Rental Unit becomes available to others; and

7. All the Tenants on the Rental Agreement who reside with the Physically Disabled Tenant in the Fully Covered Rental Unit agree to move to the Accessible Rental Unit.

D. This Section shall not apply if the Landlord or Landlord's Family Member intends to occupy the Accessible Rental Unit located on the Rental Property and this intent is documented before a Physically Disabled Tenant makes a written request for reasonable accommodation pursuant to this Section.

E. Any security deposit paid by the Physically Disabled Tenant in connection with their Fully Covered Rental Unit being vacated shall be handled in accordance with California Civil Code section 1950.5.

[852030BTCC]