



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: October 15, 2025

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: Michelle Vega, 5th Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

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.

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. BOARD MOTION ITEM(S):

None.

4. DISCUSSION ITEM(S):

A) Board Letter:

AMENDMENTS TO TITLE 2 -ADMINISTRATION AND TITLE 6 - SALARIES, OF
THE LOS ANGELES COUNTY CODE AND APPROVAL OF AUTHORITIES TO
ESTABLISH THE DEPARTMENT OF HOMELESS SERVICES AND HOUSING
HSH - Sarah Mahin, Director, Homeless Services and Housing
CEO/IMPLEMENTATION - Epifanio Peinado, Temporary Services Administrator
CEO/DOJ COMPLIANCE - Daniel Kelleher, Principal Analyst

B) Board Memo:

ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR
A SOLE SOURCE CONTRACT WITH TELEOSOFT, INC. TO PROVIDE
ONLINE PAYMENT PROCESSING SERVICES TO BE INTEGRATED INTO
THE COUNTY'S AUTOMATED CIVIL ENFORCEMENT SYSTEM
LASD/CIO - Veronica Urenda, Contracts Manager

C) Board Letter:

CHIEF EXECUTIVE OFFICE
EAST LA CIVIC CENTER PLAYGROUND REFURBISHMENT PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 8A158
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT (FY 2025-26)
ISD/CEO-CP - Paige Bruyn, P&PM Section Manager

D) Board Letter:

APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR BARGAINING
UNIT (BU) 804 REPRESENTED BY PROGRAM MANAGERS ASSOCIATION
CEO/LABOR - Greg Kandaharian, Principal Analyst

5. PRESENTATION ITEM(S):

None

6. ADJOURNMENT

UPCOMING ITEMS FOR OCTOBER 22, 2025:

- A) ADVANCE NOTIFICATION OF INTENT TO EXTEND A SOLE SOURCE AGREEMENT WITH CLINISYS, INC. DATABASE SOFTWARE CORPORATION FOR PROVISION OF INTEGRATED REPORTING, INVESTIGATION, AND SURVEILLANCE SYSTEM
DPH/CIO - Marshall Ramsey, Departmental Chief Information Officer and Patricia Araki, Staff Analyst, Strategic Product Management
- B) AUTHORIZATION FOR THE ASSESSOR TO AMEND SOLE SOURCE AGREEMENT WITH ORACLE AMERICA, INC. (ORACLE) TO PROVIDE CONTINUOUS SUPPORT FOR THE DEVELOPMENT OF PHASE V OF THE ASSESSOR MODERNIZATION PROJECT (AMP)
ASR/CIO - Kevin Lechner, Departmental Chief Information Officer
- C) SEVEN-YEAR LEASE
DEPARTMENT OF MENTAL HEALTH
3333 WILSHIRE BOULEVARD, LOS ANGELES
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing
- D) NOTICE OF INTENTION TO PURCHASE
PURCHASE AGREEMENT
ESTABLISH CAPITAL PROJECT NO. 70220
APPROPRIATION ADJUSTMENT
35119 80TH STREET EAST, LITTLEROCK (AKA LITTLEROCK LIBRARY)
CEO/RE – Michael G. Rodriguez, Section Chief, County-owned
- E) NOTICE OF INTENTION TO PURCHASE
PURCHASE AGREEMENT
TWO YEAR LICENSE AGREEMENT
ESTABLISH CAPITAL PROJECT NO. 7A001,
2615 WEST 8TH STREET/741 SOUTH CORONADO, LOS ANGELES
CEO/RE – Michael G. Rodriguez, Section Chief, County-owned
- F) NOTICE OF INTENTION TO PURCHASE,
PURCHASE AGREEMENT
TWO YEAR LICENSE AGREEMENT
ESTABLISH CAPITAL PROJECT NO. 7A007
1101-1157 LONG BEACH BOULEVARD, LONG BEACH, CA
CEO/RE - Michael G. Rodriguez, Section Chief, County-owned

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE OPERATIONS CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

OPS_CLUSTER_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/15/2025
BOARD MEETING DATE	11/12/2025
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th
DEPARTMENT(S)	Homeless Services and Housing, Chief Executive Office, Health Services
SUBJECT	Establishment of the Department of Homeless Services and Housing
PROGRAM	Homeless Services and Housing
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	If Yes, please explain why:
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.
DEADLINES/ TIME CONSTRAINTS	This Board Letter must be presented to the BOS no later than November 12 th to ensure the new Department of Homeless Services and Housing (HSH) can be established on January 1, 2026, the deadline provided by the BOS.
COST & FUNDING	Total cost: \$ Funding source:
	TERMS (if applicable):
	Explanation: There will be significant cost to establishing the HSH, but those costs will be detailed in a separate board action that relates specifically to funding for the HSH.
PURPOSE OF REQUEST	To fulfill the vision of the BOS to create a new department dedicated to homeless services and housing in LA County.
BACKGROUND (include internal/external issues that may exist including any related motions)	In an April 1, 2025, motion, the BOS voted to implement a Blue Ribbon Commission on Homelessness recommendation to establish a new County entity dedicated to homeless service delivery. The motion directs the CEO to establish the new department by January 1, 2026.
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: in accordance with the protocols for homeless emergency authority, implementation actions done under the emergency are under an equity lens.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Homelessness – this directly supports the Board's Homelessness priority by building a new entity to focus on homeless services.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Epifanio Peinado, Implementation Team Lead, (213) 974-4170, epinado@ceo.lacounty.gov Danny Kelleher, Principal Analyst, (213) 974-6879, dkelleher@ceo.lacounty.gov

**BOARD OF
SUPERVISORS**

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
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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 12, 2025

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 2 – ADMINISTRATION AND TITLE 6 – SALARIES, OF THE LOS ANGELES COUNTY CODE AND APPROVAL OF AUTHORITIES TO ESTABLISH THE DEPARTMENT OF HOMELESS SERVICES AND HOUSING

(ALL DISTRICTS AFFECTED) (3 VOTES)

SUBJECT

The Chief Executive Office (CEO) is seeking the Board of Supervisors (Board) approval to amend the County of Los Angeles (County) Code and grant necessary authorities to establish the Department of Homeless Services and Housing.

The CEO also seeks approval to amend County Code to clarify that when a department head position is vacant, the duties may be temporarily performed by the official next in authority to the department head position. This amendment applies to all departments and department heads.

IT IS RECOMMENDED THAT THE BOARD:

1) Introduce, waive reading, and set for adoption the attached (Attachment I) ordinance that amends Title 2 of the County Code by: (1) adding Chapter 2.120 to create the Department of Homeless Services and Housing (HSH); and (2) providing that if the position of any department head is vacant, the duties of such position may be temporarily performed by the official next in authority to the department head position at the time the vacancy occurs, until the vacancy is filled in the manner provided by law.

- 2) Introduce, waive reading, and set for adoption the attached ordinance (Attachment II) that amends Title 6 of the County Code by adding Chapter 6.128 to allocate 642 positions to HSH.
- 3) Approve interim ordinance authority pursuant to section 6.06.020 of the County Code for HSH to fill 642 full-time equivalent positions, as detailed in Attachment II, in excess of what is provided in the HSH staffing ordinance, subject to allocation by CEO.
- 4) Delegate authority to the Director of HSH, or designee, to assume administrative responsibility for, and execute amendments to, or terminate existing or pending Master Agreements, Work Orders, funding agreements, solicitations and/or any other contract documents transitioned from CEO and the Department of Health Services (DHS), including but not limited to those listed on Attachment III, in order to: (a) exercise existing and allowable optional extension terms set forth in each applicable contract document; (b) add, delete, and/or change terms and conditions only as required under federal, State, and County regulatory and/or policy changes, or as required by the Board and CEO policies; (c) add, delete, modify or replace applicable Statements of Work, Scope of Work, Project Description, Exhibits, Attachments and/or substantially similar documents to achieve intended service objectives and desired HSH outcomes; (d) effectuate name changes or an assignment and delegation should the original contracting entity merge, be acquired, or otherwise change; (e) make non-material modifications for the following, and other similar reasons, to make technical corrections, revise the Contractor's headquarter address, revise contact persons and/or County and Contractor Administration Exhibits; and (f) adjust the maximum contract amount and/or fee-for-service rate(s), as applicable, to meet the County's service needs and only if existing budgeted resources are available, with transactions related to (f) subject to review and approval by CEO, and all contract transactions subject to the review and approval as to form by County Counsel.
- 5) Authorize the Director of HSH, or designee, to prepare and execute new Supportive and/or Housing Services Master Agreements (SHSMA) effective upon execution and coterminous with the expiration of the Master Agreement, subject to the review and approval as to form by County Counsel.
- 6) Authorize the Director of HSH, or designee, to prepare and execute future SHSMA Work Orders through competitive Work Order Solicitations (WOS) for services performed under the SHSMA Master Agreements, and award funding for SHSMA Work Orders from Participating Funders (governmental, non-profit, and private organizations), subject to the review and approval by CEO, and review and approval as to form by County Counsel.
- 7) Authorize the Directors of DHS and HSH, or respective designees, to prepare and execute sole source amendments to agreement transactions referenced in Recommendations 4, 5 and 6 to: (a) extend the maximum term by two (2) one-year optional extensions and increase the County's maximum obligation accordingly, provided that sufficient existing funding is available; (b) add, delete, and/or change terms and conditions as required under federal, State, and County regulatory and/or policy changes, or as required by the Board and CEO policies; (c) add, delete, modify or replace applicable Statements of Work, Scope of Work, Exhibits, Attachments and/or substantially similar documents; (d) effectuate name changes or an assignment and delegation should the original contracting entity merge, be acquired, or otherwise change; (e) make non-material modifications for the following, and other substantially similar reasons, to make technical corrections, revise the Contractor's business headquarter address, revise contact persons and/or County and Contractor Administration Exhibits; (f) allow the rollover of unspent funds and/or adjust each term's annual funded amount or rates, provided that sufficient funds are available, subject to review and approval by CEO for transactions related to (a) and (f), and review and approval as to form by County Counsel.

8) Authorize the Director of HSH, or designee, to apply for and accept Grant Awards, and execute Grant Agreements and/or Amendments, from federal, State, and other Public and Private agencies in amounts not to exceed \$1,500,000 per Grant Award per 12-month budget period and/or annual term, in furtherance of the departments' mission and your Board's priorities, subject to the review and approval as to form by County Counsel, with no less than five business days prior written notice to your Board and CEO of the anticipated Grant acceptance.

9) Authorize the Director of HSH, or designee, to negotiate and execute new no-cost agreements, and amendments to such agreements with public entities, including but not limited to federal, State, and local governments, school districts, other educational institutions and private entities such as for profit and not-for-profit organizations and other community partners, that seek to support the mission of HSH. These agreements may require revisions to the County's standard indemnification and insurance provisions and other standard County provisions; thus, all transactions will be subject to the review and approval as to form by County Counsel and as necessary, CEO Risk Management.

10) Authorize the Director of HSH, or designee, in consultation with County Counsel, to enter into, execute, amend, or terminate any and all agreements and documents including new or existing agreements, required or deemed necessary or appropriate for the administration, allocation, and distribution of Measure H funds and the County's portion of the Measure A funds, including the allocation of Local Solutions Funds to cities, councils of governments, and the County on behalf of its unincorporated areas.

11) Delegate authority to the Director of DHS, or designee, in collaboration with the Director HSH, or designee, to negotiate and execute amendments to existing DHS CalAIM Community Supports services health plan agreements, to enable DHS to delegate the provision of such services to HSH, as the County department responsible for the delivery/administration of Community Supports services, during the interim period HSH requires to enter into direct agreements with such health plans, subject to review and approval by County Counsel.

12) Delegate authority to the Director of HSH to negotiate and execute direct agreements with Medi-Cal managed care plans (MCPs), and their delegated provider groups to provide Medi-Cal CalAIM Community Supports and Enhanced Care Management services (ECMs) to their respective MCP Medi-Cal enrolled members eligible for such services and, without limitation, for a term of up to five (5) years from the date of execution, with option to extend for a period of up to six (6) months to: a) establish new rates of payment (which will flow from the above entities to HSH) whether capitated, Fee-For-Service or otherwise; b) adjust rates; c) secure incentives and incentive payments from the foregoing parties or the State; d) update or incorporate new State/federal law and regulations, County provisions and other regulatory/contractual requirements; e) make appropriate changes to contract language for clarity and efficiency (administrative, programmatic and operational); f) extend such agreements; g) add, remove, or migrate new lines of business or new service lines into or out of such agreements; h) terminate agreements; and i) take any additional actions that are required by contract, law, regulation, rule, or guideline to enable HSH to effectuate the relevant amendments, all subject to review and approval by County Counsel, and notice to the Board and CEO.

13) Designate HSH as a Covered Entity within the County's Healthcare Component, as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 14) Authorize the Director of HSH, or designee, to assume the CEO's role with respect to:
- Coordinating the implementation actions that support the strategic missions – Encampment Resolution, Housing, Mental Health and Substance Use Disorder Services, and Eviction Prevention Missions (collectively, the "PEH Missions") – in response to the Proclamation of a Local Emergency for Homelessness in the County on January 10, 2023 (Homeless Emergency), as outlined in the Board's February 7, 2023 and October 3, 2023 motions, and in accordance with the implementation protocols developed by the CEO and the impacted departments in response to these motions;
 - Assessing and confirming in writing: (i) whether there is good cause justification for agreements, procurements, purchases, and leases, in that it implements or supports a PEH Mission in response to the Homeless Emergency, as authorized in the Board's February 7, 2023 and October 3, 2023 motions; and (ii) whether hiring positions, incentives, new ordinance-only items, special step placements, and grants support a PEH Mission in response to the Homeless Emergency, as authorized in those motions; and
 - Working with all impacted departments to track, monitor, and report to the Board on implementation progress, consistent with oversight and accountability provisions previously adopted by the Board, and to submit written confirmation of all "good cause justification" determinations to the Board and maintain such records for audit and public reporting purposes.

Clarify that the CEO, Director of Personnel, Auditor-Controller (A-C) County Counsel, the County Purchasing Agent, and impacted departments shall continue to provide oversight and exercise their respective authorities within their purview as further detailed in the February 2023 and October 2023 motions, including:

- Contracting. County Counsel shall approve as to form any agreements, for professional and other services, entered into and/or amended without adhering to the requirements of the County's Sole Source Policy or any other competitive procurement requirements. The CEO shall confirm in writing that funds have been approved by the Board for such action.
- Purchasing. The CEO and County Purchasing Agent, as applicable, shall approve any purchases that otherwise would require Board approval and take any procurement or other actions necessary to expedite acquisition of goods, supplies, and services without adhering to the requirements of the County's Sole Source Policy, Purchasing Policies, or any other competitive procurement requirements.
- Hiring. The Director of Personnel shall approve temporary and emergency appointments pursuant to Civil Service Rule 13, including but not limited to departmental hiring without an examination pursuant to Civil Service Rule 13.04, for all positions that support a PEH Mission. The CEO shall confirm in writing that sufficient funds are budgeted to support the positions, including when impacted departments approve new ordinance-only items and special step placements.
- Real Property Use. County Counsel shall approve as to form any lease or purchase agreements. The CEO shall negotiate, execute, and amend such agreements, and A-C shall issue warrants for these actions and related costs.
- Grant Applications and Acceptance. The CEO shall confirm sufficient funds are budgeted for matching or other grant requirements.
- Lease Property. County Counsel shall approve as to form any lease or agreements. The CEO shall confirm in writing that funds have been approved by the Board or by a Board office in its County Homeless Prevention Initiative – Homeless Services Fund, or are otherwise budgeted federal, State, or County funds.

- 15) Delegate authority to County Counsel to take all necessary action to amend the Joint Powers Authority agreement with the City of Los Angeles to permit the Los Angeles Homeless Services Authority to hire their own counsel and to update the notice requirements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 26, 2024, the Board voted to study the feasibility of implementing the recommendation from the Blue-Ribbon Commission on Homelessness (BRCH) to establish a County entity dedicated to homeless service delivery and to streamline Los Angeles Homeless Service Authority (LAHSA). The CEO reported back to the Board on February 28, 2025, demonstrating the proposal's feasibility and articulating the steps necessary to achieve this transition. The report back provided a roadmap to establish a new County department to consolidate homelessness efforts, including staffing, timelines, and departmental structure.

On April 1, 2025, the Board voted to implement the BRCH recommendation to establish a County Entity Dedicated to Homeless Service Delivery. The motion directed the CEO, in consultation with other departments and stakeholders, to take the required steps laid out in the CEO's report back to establish a new County department dedicated to serving people who are experiencing or at risk of homelessness.

The directives in this Board Letter grant the necessary authorities to formally establish the HSH. Significantly, this includes Recommendation Nos. 1 and 2, which authorize changes to Title 2 and Title 6 of the County Code to formally establish HSH as a County department. This Board Letter grants further authorities as described below.

Board approval of Recommendation No. 3 provides flexibility in hiring and position authorities to facilitate the HSH in quickly adding necessary staff.

Board approval of Recommendation Nos. 4, 5, and 6 will allow HSH to continue to utilize, manage and administer existing contract documents transitioned from CEO and DHS; ensure there will be no lapse in services; and allow for execution of new contract documents, subject to review and approval of County Counsel.

Board approval of Recommendation No. 7 will allow HSH to extend the term of contracts transitioned to the new department to allow HSH sufficient time to develop and release its own solicitations for successor agreements.

Board approval of Recommendation No. 8 will allow HSH to streamline and expedite the acceptance of Grant Awards, reducing the amount of programmatic and administrative time required to implement services for the residents of the County, furthering HSH's mission and your Board's priorities.

Board approval of Recommendation No. 9 will allow HSH to collaborate on activities that will further HSH's mission, the Board's priorities and the services provided through various agreements. Non-financial Memorandum of Understanding (MOU), Memorandum of Agreement and/or other similar partnership agreements allow for HSH to establish coordinated efforts with County, governmental, and/or private entities to streamline and further HSH strategic contracting priorities. Board approval of this recommendation will also allow for the coordination of care and collaboration with County, governmental, and/or private entities to utilize required systems and enable data sharing for required programs, where legally allowed.

The delegations of authority requested in Recommendation Nos. 4 through 9 are substantially similar to the current delegations of authority granted by the Board to DHS, as well as to the Justice, Care and Opportunities Department (JCOD) when DHS transitioned contracts to JCOD.

Recommendation No. 10 delegates to the Director of HSH, or designee, the authority to efficiently implement, administer, allocate, and distribute Measure H funds and the County's portion of the Measure A funds, allocated by the A-C, to County partners. It authorizes the Director of HSH, or designee, subject to review and approval by County Counsel, to prepare, execute, amend, and terminate any and all agreements and documents - whether new or existing – as necessary to carry out the goals and purposes of Measure H and Measure A. This will enable the County and its partners to provide timely assistance to people experiencing homelessness.

Board approval of Recommendations Nos. 11 and 12 is necessary for HSH to leverage CalAIM funding for services that will be provided under the purview of HSH commencing January 1, 2026. The delegated authority requested under Recommendation No. 12 is broad, but consistent with that granted to DHS by the Board on December 7, 2021.

Recommendation No. 13 designates HSH as a covered entity under HIPAA. On January 7, 2003, the Board approved a series of actions required to implement the HIPAA Privacy Rule. These actions included declaring the County as a Hybrid Covered Entity (an entity with both healthcare and non-healthcare components), establishing a Countywide Privacy Official to address privacy policies and procedures on behalf of the County, and designating the Chief Information Security Officer as the Countywide information security official responsible for security policies and procedures. In addition, in compliance with HIPAA, the Board designated certain departments as part of the County's Healthcare Component and mandated them to sign an interdepartmental MOU with departments that performed business associate functions.

The County's Healthcare Component structure was modified in 2013 with the enactment of the Omnibus Rule, which mandates that departments carrying out business associate functions be included in the County's Healthcare Component and subject to the HIPAA Rules' requirements. In 2017, the County established the Office of Privacy within the CEO to manage the Countywide data privacy program, and to oversee compliance with Board privacy policies and HIPAA requirements to ensure the protection of County data. HSH will become part of the County's Healthcare Component as a covered entity, as defined in HIPAA, joining A-C, CEO, County Counsel, DHS, Human Resources, Internal Services, Mental Health, Probation, Public Health, and Treasurer and Tax Collector. The recommendation is supported by the Chief Information Office.

Recommendation No. 14 authorizes HSH to coordinate the emergency actions that support the Persons Experiencing Homelessness PEH Missions in response to the Homeless Emergency, as detailed in the Board's motions from February 7, 2023, and October 3, 2023. Coordination of those actions was initially established in the CEO's Homeless Initiative (CEO-HI) and staff within CEO-HI was hired or assigned to develop and oversee the implementation protocols to carry out the emergency actions. The CEO-HI will be transitioned to the HSH, and approval of this recommendation authorizes the HSH to continue coordination. The CEO and other central departments will continue to approve the relevant elements of each action, such as funding availability, exam bulletin language, and contract language, but the HSH will coordinate the necessary approvals and will also assess whether the actions appropriately support the PEH Missions in response to the Homeless Emergency, which has been performed by CEO-HI and is required to complete the emergency actions.

The delegation of authority in Recommendation No. 15 is necessary to ensure that appropriate staffing is available within County Counsel to represent HSH, given the streamlining of LAHSA, the increased homeless-related funding coming back to the County to implement, and the services HSH will provide.

Approval of all the Recommendations in this Board Letter grant the necessary authorities for the HSH to be established and carry out its duties. In accordance with the Board's April 1, 2025, motion, the foregoing actions enable HSH to assume the functions performed by the CED-HI and DHS Housing for Health, except the Star Clinic, mobile clinics, certain enriched residential care program functions, and DHS campus based recuperative care center services.

In addition to the foregoing actions related to the establishment of HSH, the ordinance addressed in Recommendation 1 amends Title 2 of the County Code to add a new section clarifying that when the position of any department head is vacant, the person next in line of authority at the time the vacancy occurs may temporarily perform the department head's duties until the vacancy is filled in the manner provided by law. This amendment, which effectively codifies locally the State law applicable to County officers (see Government Code Section 24105), is being proposed to address any potential uncertainty regarding who may carry out the duties of a vacant department head position before the position is filled.

Implementation of Strategic Plan Goals

The recommended actions support the County Strategic Plan's North Star 1 - Make investments that transform lives, Focus Area Goal A - Healthy Individuals and Families, Strategy 2 - Improve Health Outcomes and Strategy 3 – Behavioral, Mental Health and Substance Use Disorder.

The recommended actions support the County Strategic Plan's North Star 1 - Make investments that transform lives, Focus Area Goal C - Housing and Homelessness, Strategy 1 - Affordable Housing and Strategy 3 – Homelessness.

The recommended actions support the County Strategic Plan's North Star 2 - Foster vibrant and resilient communities, Focus Area Goal C – Public Safety, Strategy 2 - Operational Enhancement.

FISCAL IMPACT/FINANCING

The recommended actions in this Board Letter do not have an immediate fiscal impact. However, the establishment of HSH will result in a fiscal impact to the County. These costs are expected to be offset by existing funding and will be detailed and presented to the Board for approval in a separate Board action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The ordinances recommended for adoption in this Board Letter codify the actions to establish the new HSH, which will be formally established on January 1, 2026.

Changes will be made to Title 2 to add Chapter 2.120 that establishes the Department of Homeless Services and Housing in the County.

Additional changes will be made to Title 2 that state that if the position of any department head is vacant, the duties of such position may be temporarily performed by the official next in authority to the department head position at the time the vacancy occurs.

Title 6 will be amended to add Chapter 6.12 8 which will delineate the employee classifications and number of ordinance positions allotted to the HSH upon its establishment. These allotments are subject to change after further analysis.

County Counsel and outside counsel assessed HSH's operations to determine if it should be included in the County's Healthcare Component, and they provided a legal analysis of the services anticipated to be provided by the new department. This assessment considered and confirmed certain transactions are subject to HIPAA, which will trigger HIPAA enforcement. HSH, in collaboration with County Counsel, has confirmed that the department will join the County's Healthcare Component and comply with HIPAA Rules, including Privacy, Security, Breach Notification, and Transactions and Code Sets, in addition to implementing the relevant policies and training the workforce.

The HSH will be provided with broad contracting authorities to perform the duties and provide the programs and services necessary to the department.

All contract documents allowed under the Recommendations above will be developed in consultation with County Counsel and reviewed and approved as to form prior to execution.

CONTRACTING PROCESS

CEO and DHS will transition all necessary Contracts, Master Agreements, Work Orders, Amendments, MOUs, Grant Agreements, and/or any other contract documents to HSH to ensure current services will continue uninterrupted and existing contract documents will continue to apply to the services provided, and that existing solicitations are completed, and contracting needs are met to ensure a smooth and seamless transition.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the ordinances and other directives in this Board Letter formally establishes the new HSH, which transfers staffing, funding, and programs from the CEO-HI, and Department of Health Services' Housing for Health, as well as limited allocation of its Health Services Administration division. The goal is to better align and enhance services to people experiencing homelessness and housing insecurity.

Respectfully submitted,

FAD:JG:EP

DK:HK:js

Enclosures

- c: Executive Office, Board of Supervisors
- County Counsel
- Auditor-Controller
- Health Services
- Homeless Services and Housing
- Human Resources
- Internal Services

Attachment I

ANALYSIS

This ordinance amends Title 2 – Administration of the Los Angeles County Code
by:

- Adding Chapter 2.120 creating the Department of Homeless Services and Housing; and
- Providing that when a department head position is vacant, the duties of such position may be temporarily performed by the official next in authority to the department head at the time the vacancy occurs, until the position is filled in the manner provided by law.

DAWYN R. HARRISON
County Counsel

Pouya Bavafa
By:
POUYA BAVAFA
Senior Deputy County Counsel
Labor & Employment Division

PB:gr

Requested: 9/02/25
Revised: 9/25/25

ORDINANCE NO. _____

An ordinance amending Title 2 – Administration of the Los Angeles County Code by: (1) adding Chapter 2.120 creating the Department of Homeless Services and Housing; and (2) providing that when a department head position is vacant, the duties of such position may be temporarily performed by the official next in authority to the department head at the time the vacancy occurs, until the position is filled in the manner provided by law.

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

SECTION 1. Chapter 2.120 is hereby added to read as follows:

CHAPTER 2.120 Department of Homeless Services and Housing

2.120.010 Creation of the Department of Homeless Services and Housing.

2.120.020 Purpose of Department.

2.120.030 Director – Position Created.

2.120.040 Director – Appointment and Authority to Appoint.

2.120.050 Duties of the Director.

2.120.060 Staff Services for Related Bodies.

2.120.070 Cooperation of Other County Departments.

2.120.010 Creation of the Department of Homeless Services and Housing.

There is hereby created a department of the County of Los Angeles which shall be known as the Department of Homeless Services and Housing, hereinafter referred to in this chapter as the "Department."

2.120.020 Purpose of Department.

The purposes of the Department shall include:

- A. Designing and executing innovative programs and services to reduce the number of individuals who are experiencing or at risk of homelessness;
- B. Implementing programs to create a variety of options to preserve existing affordable housing and increase the availability of affordable housing;
- C. Providing healthcare services to individuals who are experiencing or at risk of homelessness;
- D. Providing behavioral health services to individuals who are experiencing or at risk of homelessness, pursuant to an agreement entered into with the Department of Mental Health;
- E. Coordinating with other County departments and community partners to serve people experiencing or at risk of homelessness and to optimize all available resources for homeless services and housing; and
- F. Continuously evaluating the County's existing homeless and affordable housing programs to determine their efficacy and to identify opportunities for further enhancement and integration of such programs across the County.

2.120.030 Director – Position Created.

The position of Director of the Department is hereby created and will hereinafter in this chapter be referred to as the "Director." The Director shall be the head of the Department, which will be under their supervision and management.

2.120.040 Director – Appointment and Authority to Appoint.

The Director shall be appointed by and under the supervision of the Board of Supervisors, hereinafter referred to in this chapter as the "Board." The Director shall appoint all employees of the Department.

2.120.050 Duties of the Director.

The Director shall carry out the purposes of the Department as described in this chapter and perform other duties as are prescribed by applicable laws or the Board.

2.120.060 Staff Services for Related Bodies.

The Department shall provide staff services including professional guidance, non-legal research and clerical assistance, and necessary supplies and materials to the following bodies:

- A. The Executive Committee and Leadership Table on Regional Homeless Alignment;
- B. The Measure A Labor Council; and
- C. Such other committees, councils, or other bodies as may be designated by the Board.

2.120.070 Cooperation of Other County Departments.

All other County departments will support and cooperate with the Department in its efforts to carry out the purposes described in this chapter.

SECTION 2. Section 2.06.140 is hereby added to read as follows:

2.06.140 Vacancies.

If the position of any department head is vacant, the duties of such position may be temporarily performed by a Chief Deputy, Assistant, or Deputy of such department

head, as the case may be, next in authority to the department head at the time the vacancy occurs, with like authority and subject to the same obligations and penalties as the department head, until the vacancy is filled in the manner provided by law; provided that if the vacancy occurs in the office of the Sheriff, the duties of such office shall be discharged by the Undersheriff, or if that position is vacant, by the Assistant Sheriff, or if that position is also vacant, by the Chief Deputy next in line of authority.

SECTION 3.

Section 1 of this ordinance shall become operative on January 1, 2026, while Section 2 of this ordinance shall take effect 30 days after final passage.

[CH2120PBCC]

Attachment II

ANALYSIS

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

- Adding a new departmental Chapter 6.128, Department of Homeless Services and Housing; and
- Adding certain employee classifications and number of ordinance positions in the Department of Homeless Services and Housing.

DAWYN R. HARRISON
County Counsel

By: 
POUYA BAVAFA
Senior Deputy County Counsel
Labor & Employment Division

Received: 9/17/25
Revised: 9/30/25

ORDINANCE NO. _____

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to add a new departmental chapter and add certain employee classifications and number of ordinance positions in the Department of Homeless Services and Housing.

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

SECTION 1. Chapter 6.128 is hereby added to read as follows:

CHAPTER 6.128 DEPARTMENT OF HOMELESS SERVICES AND HOUSING

6.128.010 Positions

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0578A	3	ACCOUNT CLERK II
0646A	2	ACCOUNTANT I
0647A	4	ACCOUNTANT II
0648A	1	ACCOUNTANT III
0657A	1	ACCOUNTING OFFICER II
0665A	1	ACCOUNTING SYSTEMS TECHNICIAN
0643A	6	ACCOUNTING TECHNICIAN II
0887A	1	ADMINISTRATIVE ASSISTANT I
1044A	1	ADMINISTRATIVE DEPUTY II
1007A	1	ADMINISTRATIVE SERVICES DIV MGR
1002A	24	ADMINISTRATIVE SERVICES MANAGER I
1003A	11	ADMINISTRATIVE SERVICES MANAGER II
1004A	8	ADMINISTRATIVE SERVICES MANAGER III

0827A	15	ANALYST,CEO
2521A	2	APPLICATION DEVELOPER II
4595A	53	ASSISTANT STAFF ANALYST,HLTH SERVS
4595N	2	ASSISTANT STAFF ANALYST,HLTH SERVS
0861A	1	ASST CHIEF EXECUTIVE OFFICER(UC)
5295A	1	ASST NURSING DIR,ADMINISTRATION
4608A	1	CHIEF,REVENUE MANAGEMENT,HLTH SERVS
5094A	8	CLINIC LICENSED VOCATIONAL NURSE II
5298A	1	CLINICAL NURSING DIRECTOR I
9020A	1	CLINICAL SOCIAL WORK CHIEF I
9015A	1	CLINICAL SOCIAL WORK SUPERVISOR II
1604A	1	COMMUNICATIONS MANAGER (UC)
8103A	3	COMMUNITY HEALTH WORKER
4614A	25	CONTRACT PROGRAM AUDITOR
1763A	6	DATA SCIENTIST
1765A	3	DATA SCIENTIST SUPERVISOR
4640A	2	DEP DIR,HOUSING FOR HEALTH PROG,HS
1907A	1	DEPARTMENTAL EMPLOYEE RELATIONS REP
4112A	1	DEPARTMENTAL FACILITIES PLANNER II
1054A	1	DEPARTMENTAL FINANCE MANAGER III
1842A	2	DEPARTMENTAL PERSONNEL ASSISTANT
2576A	1	DEPTL CHIEF INFORMATION OFFICER II

1884A	1	DEPTL HUMAN RESOURCES MANAGER II
2612A	1	DEPTL INFO SECURITY OFFICER II
8570L	1	DIRECTOR, DEPARTMENT OF HOMELESS SERVICES AND HOUSING (UC)
4638A	1	DIR,HOUSING FOR HEALTH PROG,HS(UC)
0749A	7	FINANCIAL SPECIALIST III
0750A	2	FINANCIAL SPECIALIST IV
6619A	1	GENERAL MAINTENANCE WORKER
4619A	1	HEAD CONTRACT PROGRAM AUDITOR
0672A	11	HEALTH CARE FINANCIAL ANALYST
4543A	1	HEALTH PROGRAM MANAGER III
2586A	3	INFO TECH BUSINESS ANALYST I
2587A	2	INFO TECH BUSINESS ANALYST II
2590A	6	INFOMATION SYSTEMS ANALYST I
2591A	4	INFORMATION SYSTEMS ANALYST II
2595A	1	INFORMATION SYSTEMS SUPERVISOR I
2571A	3	INFORMATION TECHNOLOGY MANAGER II
2214A	53	INTERMEDIATE TYPIST-CLERK
2214N	1	INTERMEDIATE TYPIST-CLERK
2545A	2	IT TECHNICAL SUPPORT ANALYST I
2546A	2	IT TECHNICAL SUPPORT ANALYST II
2548A	1	IT TECHNICAL SUPPORT SUPERVISOR
1848A	20	MANAGEMENT ANALYST

2109A	1	MANAGEMENT SECRETARY III
2110A	4	MANAGEMENT SECRETARY IV
2111A	1	MANAGEMENT SECRETARY V
6685A	1	MANAGER I,FACILITIES OPNS & CRAFTS
0845A	6	MANAGER,CEO
5463A	1	MEDICAL DIRECTOR I
5286A	2	NURSE MANAGER
5121A	4	NURSE PRACTITIONER
5214A	1	NURSING INSTRUCTOR
5856A	8	OCCUPATIONAL THERAPIST I
5857A	3	OCCUPATIONAL THERAPIST II
5823A	1	OCCUPATIONAL THERAPY CHIEF I
5859A	2	OCCUPATIONAL THERAPY SUPERVISOR I
9197A	5	PATIENT RELATIONS REPRESENTATIVE
1331A	2	PAYROLL CLERK I
5476A	3	PHYSICIAN SPECIALIST(NON MEGAFLEX)
1762A	10	PREDICTIVE DATA ANALYST
0668A	5	PRIN ACCOUNTING SYSTEMS TECHNICIAN
1845A	1	PRIN DEPARTMENTAL PERSONNEL ASST
0830A	28	PRINCIPAL ANALYST,CEO
2344A	1	PROCUREMENT ASSISTANT I
4629A	6	PROGRAM IMPLEMENTATION MANAGER,HS
5133A	7	REGISTERED NURSE I

5134A	25	REGISTERED NURSE II
5135A	5	REGISTERED NURSE III
3033A	1	SAFETY ASSISTANT
3037A	1	SAFETY OFFICER I
0666A	5	SENIOR ACCOUNTING SYSTEMS TECH
0829A	32	SENIOR ANALYST,CEO
2525A	2	SENIOR APPLICATION DEVELOPER
1140A	3	SENIOR CLERK
9019A	1	SENIOR CLINICAL SOCIAL WORKER
4615A	5	SENIOR CONTRACT PROGRAM AUDITOR
1764A	9	SENIOR DATA SCIENTIST
2536A	3	SENIOR INFO SYSTEMS SUPPORT ANALYST
0847A	5	SENIOR MANAGER,CEO(UC)
2102A	1	SENIOR SECRETARY III
2104A	1	SENIOR SECRETARY V
4594A	24	SENIOR STAFF ANALYST,HEALTH
1609A	1	SR PUBLIC INFORMATION SPECIALIST
4593A	60	STAFF ANALYST,HEALTH
4593N	2	STAFF ANALYST,HEALTH
0907A	16	STAFF ASSISTANT I
0913A	1	STAFF ASSISTANT II
1861A	2	STAFF DEVELOPMENT SPECIALIST
9144A	2	STAFF DEVELOPMENT SPECIALIST,HS

8243F	2	STUDENT PROFESSIONAL WORKER I
5329A	2	SUPERVISING CLINIC NURSE I
1339A	1	SUPERVISING PAYROLL CLERK II
9194A	1	SUPVG PATIENT FIN SERVICE WORKER I
2331A	1	WAREHOUSE WORKER I

SECTION 2. This ordinance shall be operative on January 1, 2026.

[CH6128ASCEO]

Attachment III

**AGREEMENTS, MASTER AGREEMENTS, AND WORK ORDERS TRANSFERRING FROM
DEPARTMENT OF HEALTH SERVICES TO DEPARTMENT OF HOMELESS SUPPORT AND HOUSING**

	Contractor Name:	Agreement Number:	Work Order Number:
1	A Brighter Beginning Housing	H-710085	
2	A Brighter Day Recuperative Care, LLC	H-709769	
3	A Community of Friends	H-709569	090-HFH-ICMS
4	A Friends Love, Inc.	H-710406	
5	A New Way of Life Re-Entry Project	H-709615	
6	A Place To Land	H-711490	
7	A Step to Freedom	H-709677	466-HFH-ICMS
8	Abundant Blessings From Above, Inc.	H-709758	
9	Across the Nations, Inc.	H-709376	
10	Affordable Living for the Aging	H-709567	056-HFH-ICMS
11	Alcoholism Center for Women	H-709774	
12	Alcott Center for Mental Health Services	H-709574	080-HFH-ICMS
13	All In 1 Choices, Inc.	H-709790	
14	Alliance for Community Empowerment, Inc.	H-709674	
15	Alma Family Services	H-709643	
16	AltaMed Health Services Corporation	H-708759	
17	American Family Housing	H-709622	096-HFH-ICMS
18	Angel Housing	H-709815	
19	Angels of Africa	H-710971	
20	Antelope Valley Domestic Violence Council	H-710036	
21	Antelope Valley Partners for Health	H-709687	
22	APLA Health & Wellness	H-709561	024-HFH-ICMS
23	April Parker Foundation, Inc.	H-710977	
24	Asani Inc.	H-710069	
25	Ascencia	H-709570	072-HFH-ICMS
26	Ascencia	H-709570	

	Contractor Name:	Agreement Number:	Work Order Number:
27	Asian American Drug Abuse Program, Inc.	H-709636	
28	Asian Youth Center	H-709610	
29	Assisted Living Foundation of America	H-709672	239-HFH-ICMS
30	Awakening Recovery	H-709770	
31	Babos House LLC	H-711390	
32	Bayfront Youth and Family Services	H-709780	
33	Beach Cities Health District, a CA Health District	H-709816	
34	Behavioral Health Services, Inc.	H-709651	
35	Beit Tshuvah	H-709387	
36	Bienestar Human Services, Inc.	H-709732	
37	Bridge to Home SCV	H-709605	089-HFH-ICMS
38	Bridges Community Treatment Center	H-709755	
39	Bridging Life's Gaps, LLC	H-711388	
40	Brilliant Corners	H-709560	083-HFH-ICMS
41	Brilliant Corners	H-709560	093-HFH-PRTS
42	Brilliant Corners	H-709560	098-HFH-PRTS
43	Brilliant Corners	H-709560	410-HFH-PRTS
44	Brilliant Corners & Primary Care Development Corporation	MOU-710097	
45	Browns Bridge Housing, Inc.	H-709637	
46	Bryant Temple AME Community Development Corporation	H-710029	
47	Building Lives, LLC	H-709667	
48	Business, Consumer Services and Housing Agency	0107255-23ERF-2-R-10012	
49	California Care Centers, Inc. DBA The Manor	H-709696	332-HFH-PRTS
50	California Health Care Foundation	G-33062	
51	Cambodian Association of America	H-709682	
52	Canon Human Services Centers, Inc.	H-709657	
53	CASA of Los Angeles	H-709767	
54	Catholic Charities of Los Angeles, Inc.	H-709617	101-HFH-ICMS

	Contractor Name:	Agreement Number:	Work Order Number:
55	Center for Employment Opportunities, Inc.	H-710035	
56	Center for Interated Family and Health Services	H-709754	
57	Center for Living and Learning	H-709597	
58	Centinela Youth Services, Inc.	H-709642	
59	Century Villages at Cabrillo, Inc.	H-709596	065-HFH-ICMS
60	Chabad of California, Inc.	H-709658	
61	Champions in Service San Fernando Valley and Greater Los Angeles	H-709624	
62	Charles R. Drew University of Medicine and Science	H-709390	
63	Child & Family Center	H-709386	
64	Childrens Bureau of Southern California	H-709688	
65	Childrens Hospital Los Angeles	H-709756	
66	Chinatown Service Center	H-709768	
67	Chosen Gospel Recovery, Inc.	H-710038	
68	Christ-Centered Ministries	H-709612	064-HFH-ICMS
69	City Of Los Angeles	C-139823	
70	City of Redondo Beach	LOA-710063	
71	City of Santa Monica	LOA-11397 (CCS)	
72	CLARE MATRIX	H-709591	
73	Clear Skies Ranch	H-710978	
74	Coalition for Responsible Community Development	H-709602	076-HFH-ICMS
75	Comagine Health	H-709753	
76	Community Health Alliance of Pasadena dba Chapcare	H-709649	
77	Community Initiatives	H-710974	
78	Community Partners	H-710034	
79	Community Restoration Housing	H-710967	
80	Compatior, Inc.	H-710053	
81	CORE Community Organized Relief Effort	H-709683	
82	Covenant House California	H-709616	

	Contractor Name:	Agreement Number:	Work Order Number:
83	CRI-Help, Inc.	H-709650	
84	DeliveranceLA Corp	h-711392	
85	Department of Children and Family Services	H-709005 (MOU)	
86	Department of Children and Family Services	H-709007 (MOU)	
87	Department of Consumer Business Affairs	MOU-709782	
88	Department of Health Services	MOU-709783	
89	Department of Housing and Community Development	19-HHC-13619	
90	Department of Mental Health	MOU-710056	
91	Department of Mental Health	MOU-MHMOU296	
92	Department of Public Social Services	BAPH-17M01	
93	Department of Veterans Affairs	H-710055	
94	Detour Behavioral Health Inc	H-709807	
95	Detours Mentoring Group Inc. dba Assured Lifestyle Housing	H-709817	
96	Didi Hirsch Psychiatric Service	H-709589	
97	Dignity Health dba St. Mary Medical Center	H-710948	
98	Divine Healthcare Services, Inc.	H-709388	
99	DMH	MOU-710044	
100	DMH	MOU-710045	
101	Downtown Womens Center	H-709551	018-HFH-ICMS
102	East Valley Community Health Center, Inc.	H-709628	140-HFH-ICMS
103	Edwards Consulting, LLC	H-709750	
104	Eggleston Youth Centers, Inc.	H-709731	
105	El Proyecto del Barrio, Inc.	H-710070	
106	Ellas Foundation	H-709675	
107	Emotional Health Association, dba SHARE! The Self-Help And Recovery Exchange	H-709592	058-HFH-ICMS
108	Encompass Housing	H-710949	
109	Enki Health Services, Inc.	H-709680	205-HFH-ICMS
110	Epidaurus	H-709580	

	Contractor Name:	Agreement Number:	Work Order Number:
111	Equitable Social Solutions, LLC	H-710030	
112	Essential Access Health	H-709690	
113	Exodus Recovery, Inc.	H-709577	055-HFH-ICMS
114	Exodus Recovery, Inc.	H-709577	066-HFH-ICMS
115	Exodus Recovery, Inc.	H-709577	070-HFH-ICMS
116	Exodus Recovery, Inc.	H-709577	322-HFH-IHS
117	Exodus Recovery, Inc.	H-709577	323-HFH-IHS
118	Fair Opportunity for Change, Inc.	H-709681	293-HFH-IHS
119	Fair Opportunity for Change, Inc.	H-709681	
120	Fathers and Mothers Who Care, Inc.	H-709751	
121	First to Serve, Inc.	H-709646	324-HFH-IHS
122	Five Keys Schools and Programs	H-709803	
123	Flintridge Center	H-709611	
124	Fly Like an Eagle Outreach, Inc.	H-710052	
125	Fred Browns Recovery Services, Inc.	H-709652	
126	Free From Hardship L.A. Inc.	H-710033	
127	Friends Outside in Los Angeles County	H-708715	
128	Fusion Community Empowerment	H-710944	
129	Glen Park Long Beach	H-711495	
130	Good Seed Community Development Corporation	H-709583	082-HFH-ICMS
131	Grandview Foundation, Inc.	H-709659	
132	Hamburger Home dba Aviva Family and Childrens Services	H-709771	
133	Harbor Interfaith Services	H-709600	071-HFH-ICMS
134	Harbor Interfaith Services	H-709600	268-HFH-IHS
135	Harbor Interfaith Services	H-709600	325-HFH-IHS
136	Hathaway-Sycamores Child and Family Services	H-709765	
137	Health Advocates, LLC	H-709671	198-HFH-LS
138	Health Management Associates	H-711487	

	Contractor Name:	Agreement Number:	Work Order Number:
139	Health Net, LLC.	H-711382	
140	Healthcare In Action, Inc.	H-711391	
141	HealthRIGHT 360	H-709585	326-HFH-IHS
142	HealthRIGHT 360	H-709585	
143	Helpline Youth Counseling, Inc.	H-709627	100-HFH-ICMS
144	Helpline Youth Counseling, Inc.	H-709627	253-HFH-ICMS
145	Helpline Youth Counseling, Inc.	H-709627	443-HFH-IHS
146	Heritage Clinic and the Community Assistance Program for Seniors	H-709608	087-HFH-ICMS
147	Hillsides	H-709748	
148	Hillview Mental Health Center, Inc.	H-709749	
149	Hollenbeck Police Activities League	H-710083	
150	Holidays Helping Hands, Inc.	H-709668	283-HFH-IHS
151	Holidays Helping Hands, Inc.	H-709668	327-HFH-IHS
152	Hollywood Community Housing Corporation	H-709746	
153	Home at Last Community Development Corporation	H-709604	388-HFH-IHS
154	Homeboy Industries	H-709631	
155	Homeless Health Care Los Angeles	H-709548	104-HFH-ICMS
156	Homeless Health Care Los Angeles	H-709548	211-HFH-ICMS
157	Homeless Health Care Los Angeles	H-709548	430-HFH-HRS
158	Homes for Life Foundation	H-709745	
159	Hope & Harmony, Inc.	H-711501	
160	Hope the Mission	H-709639	366-HFH-ICMS
161	Hope the Mission	H-709639	404-HFH-IHS
162	Hosang Ventures, LTD	H-710970	
163	House of Hope Foundation, Inc.	H-709647	
164	Housing Authority of City of Los Angeles (HACLA)	HA-2023-110	
165	Housing Authority of the City of Los Angeles	H-708428(MOU)	
166	Housing Authority of the City of Los Angeles	H-709075 (MOU)	

	Contractor Name:	Agreement Number:	Work Order Number:
167	Housing Authority of the City of Los Angeles	H-709221	
168	Housing Authority of the City of Los Angeles	HA-2021-104	
169	Housing Authority of the City of Los Angeles	HA-2022-122	
170	Housing Authority of the City of Los Angeles	HA-2024-10-CoC	
171	Housing Authority of the City of Los Angeles	HA-2024-52-CoC	
172	Housing Works	H-709549	067-HFH-ICMS
173	I-ADARP, Inc	H-710065	
174	Imagine Los Angeles, Inc.	H-709588	
175	Inner City Law Center	H-709666	196-HFH-LS
176	Inner City Law Center	H-709666	235-HFH-CBS
177	Inner City Visions	H-710027	
178	Inspiring Hope Network, Corporation	H-711377	
179	J. Steiner & Associates	H-710047	
180	Jamboree Housing Corporation	H-709733	
181	Jenesse Center, Inc.	H-710078	403-HFH-ICMS
182	Jewish Family Service of Los Angeles	H-709801	420-HFH-CBS
183	Jovenes, Inc.	H-709581	079-HFH-ICMS
184	Joyous Ventures, LLC	H-710093	
185	JSI Acquisition, Inc. DBA Libertana Home Health Care	H-709613	016-HFH-ICMS
186	JSI Acquisition, Inc. DBA Libertana Home Health Care	H-709613	419-HFH-CBS
187	Just Us 4 Youth	H-709744	
188	Justice, Care and Opportunities Department	MOU-709786	
189	Justice, Care and Opportunities Department-DMH-DHS-DPH	MOU-710025	
190	JWCH Institute, Inc.	H-709550	034-HFH-IHS
191	JWCH Institute, Inc.	H-709550	059-HFH-IHS
192	JWCH Institute, Inc.	H-709550	282-HFH-IHS
193	JWCH Institute, Inc.	H-709550	288-HFH-IHS
194	JWCH Institute, Inc.	H-709550	342-HFH-HRS

	Contractor Name:	Agreement Number:	Work Order Number:
195	JWCH Institute, Inc.	H-709550	421-HFH-IHS
196	Kingdom Causes Bellflower	H-709654	
197	Kingdom Service Providers, LLC	H-710962	
198	Koreatown Youth and Community Center, Inc.	H-709626	095-HFH-ICMS
199	L.A. Care Health Plan and Housing for Health	MOA-710058	
200	L.A. Family Housing Corporation	H-709566	012-HFH-ICMS
201	L.A. Family Housing Corporation	H-709566	046-HFH-ICMS
202	L.A. Family Housing Corporation	H-709566	060-HFH-ICMS
203	L.A. Family Housing Corporation	H-709566	084-HFH-ICMS
204	L.A. Family Housing Corporation	H-709566	330-HFH-IHS
205	L.A. Family Housing Corporation	H-709566	422-HFH-IHS
206	L.A. Global Care	H-709789	094-HFH-IHS
207	LA Care	H-710940	
208	LA Care	H-711351	
209	LA County Department of Public Health	PH-005495	
210	LA Metro	LOA-710062	
211	LACDA+DHS	MOU-710061	
212	Lake Hughes Recovery	H-710049	
213	Legacy LA Youth Development Corporation	H-709743	
214	Legal Aid Foundation of Los Angeles	H-709630	197-HFH-LS
215	Life Skills Training and Educational Programs, Inc.	H-709552	115-HFH-ICMS
216	LINC Housing Corporation	H-709634	114-HFH-ICMS
217	Little House	H-710071	
218	Los Angeles Behavior Health Inc	H-710098	
219	Los Angeles Centers for Alcohol and Drug Abuse	H-709614	
220	Los Angeles Community College District - East Los Angeles College	H-709684	
221	Los Angeles County Development Authority	H-709218 (MOU)	
222	Los Angeles County Development Authority	MOU-710060	

	Contractor Name:	Agreement Number:	Work Order Number:
223	Los Angeles LGBT Center	H-709619	091-HFH-ICMS
224	Los Angeles Mission, INC	H-710054	
225	Love Home, Inc.	H-709676	
226	LTSC Community Development Corporation	H-709742	397-HFH-ICMS
227	Lundquist Institute for Biomedical Innovation at HUCLA Medical Center	H-710073	
228	Lutheran Social Services of Southern California	H-709606	086-HFH-ICMS
229	Measure of Hearts Foundation	H-709818	
230	Mela Counseling Services Center, Inc.	H-709776	
231	Melanin Angels	H-709808	
232	Men Taking Over Reforming Society, Inc.	H-709655	
233	Mental Health America of Los Angeles	H-709553	019-HFH-ICMS
234	Mental Health America of Los Angeles	H-709553	033-HFH-ICMS
235	Mental Health America of Los Angeles	H-709553	045-HFH-ICMS
236	Mental Health America of Los Angeles	H-709553	053-HFH-ICMS
237	Mess 2 A Message, Inc	H-710040	
238	Million Little	H-709810	
239	Mount San Antonio College	H-709691	
240	National Health Foundation	H-709590	
241	National Healthcare and Housing Advisors	H-711492	
242	Neighborhood Community Housing Corp	H-710960	
243	Neighborhood Legal Services for Los Angeles County	H-709784	
244	New Chapter Housing Foundation	H-710064	
245	New Days Ahead LLC	H-711499	
246	New Directions Housing, LLC	H-709579	165-HFH-ICMS
247	New Hope Academy of Change	H-709760	
248	New Opportunities Organization	H-710043	
249	New Reflections, Inc.	H-710041	
250	Nexus Integrated Services	H-711497	

	Contractor Name:	Agreement Number:	Work Order Number:
251	Olive Support Services	H-710066	
252	Open Arms Community Health & Service Center	H-710951	
253	Open Arms Temporary Living, Inc.	H-709678	
254	Optimist Boys' Home and Ranch, Inc.	H-710950	
255	Parents, Educators/Teachers & Students in Action	H-709812	
256	Partners in Care Foundation, Inc.	H-709669	
257	PATH	H-709565	052-HFH-ICMS
258	PATH	H-709565	054-HFH-ICMS
259	PATH	H-709565	109-HFH-IHS
260	PATH	H-709565	113-HFH-ICMS
261	PATH	H-709565	204-HFH-ICMS
262	PATH	H-709565	401-HFH-IHS
263	Paving the Way Foundation	H-709594	
264	PAX House, Inc.	H-709811	
265	PCS Family Services Inc	H-709725	
266	Penny Lane Centers	H-709562	075-HFH-ICMS
267	People Coordinated Services of Southern California, Inc.	H-710075	
268	Personal Involvement Center, Inc.	H-710028	
269	Phoenix Houses of Los Angeles, Inc.	H-709778	
270	Pleasant Beginnings Foundation	H-709747	417-HFH-CBS
271	Position of Power, Inc.	H-710964	
272	Posse Love Corporation DBA Lone Star Board and Care	H-709781	
273	Pretty Girlsss LLC	H-709813	
274	Primary Care Development Corporation	H-709819	
275	Principles, Inc.	H-709648	
276	Project & Vendor Management Advisors, LLC	H-710042	
277	Public Health Foundation Enterprises, Inc. DBA Heluna Health	H-709598	164-HFH-CBS
278	Pukuu Cultural Community Services	H-710975	

	Contractor Name:	Agreement Number:	Work Order Number:
279	Rancho San Antonio Boys Home, Inc.	H-709694	
280	RDB Management, LLC	H-709820	
281	Reach for the Top, Inc.	H-709656	
282	Reclaim-Possibility LLC	H-709761	
283	Regeneration Recovery and Reentry Services	H-709782	
284	Rescue-A-Life Foundation	H-710968	
285	Rio Hondo Community College District - Rio Hondo College	H-709686	
286	Roots, Inc. dba Roots through Recovery	H-710961	
287	Safe Refuge	H-709653	
288	San Fernando Valley Community Mental Health Center, Inc.	H-709587	141-HFH-ICMS
289	San Fernando Valley Community Mental Health Center, Inc.	H-709587	334-HFH-IHS
290	Sanctuary of Hope	H-709621	
291	SCAN Health Plan	H-709763	
292	Serenity Recuperative Care, Inc.	H-709644	335-HFH-IHS
293	Serenity Recuperative Care, Inc.	H-709644	336-HFH-IHS
294	Shields for Families	H-709554	
295	Single Room Occupancy Housing Corporation	H-709575	021-HFH-ICMS
296	Single Room Occupancy Housing Corporation	H-709575	337-HFH-IHS
297	SISTAHFRIENDS	H-710051	
298	Sleep Tight Tonight Healing Solutions, LLC	H-710965	463-HFH-IHS
299	Social Model Recovery Systems, Inc.	H-709660	
300	Soledad Enrichment Action, Inc.	H-709632	
301	South Bay Center for Counseling	H-709764	
302	Southern California Alcohol and Drug Programs, Inc.	H-709555	
303	Southern California Crossroads	H-709673	
304	Southern California Health & Rehabilitation Program	H-709582	069-HFH-ICMS
305	Special Service For Groups, Inc.	H-709556	022-HFH-ICMS
306	Special Service For Groups, Inc.	H-709556	047-HFH-ICMS

	Contractor Name:	Agreement Number:	Work Order Number:
307	Special Service For Groups, Inc.	H-709556	051-HFH-ICMS
308	Special Service For Groups, Inc.	H-709556	270-HFH-ICMS
309	Special Service For Groups, Inc.	H-709556	399-HFH-IHS
310	St. Annes Maternity Home	H-709638	011-HFH-ICMS
311	St. Johns Community Health	H-709586	068-HFH-ICMS
312	St. Joseph Center	H-709557	023-HFH-ICMS
313	St. Joseph Center	H-709557	050-HFH-ICMS
314	St. Joseph Center	H-709557	099-HFH-IHS
315	Step by Step Resource Center	H-710072	
316	Step Up On Second Street, Inc.	H-709568	117-HFH-ICMS
317	Steward Hospice Care, Inc.	H-710955	
318	Sunbridge Braswell Enterprises, LLC dba Olive Vista Behavioral Health Center	H-710400	
319	Sustainable Futures Project	H-710952	
320	T.D.D. Supportive Living Inc.	H-709791	
321	Tarzana Treatment Centers, Inc.	H-709603	077-HFH-ICMS
322	Telecare Corporation	H-709618	
323	Testimonial Community Love Center	H-709802	
324	The AMAAD Institute	H-711371	
325	The Antelope Valley Community Uplift Foundation	H-710063	
326	The Anti-Recidivism Coalition	H-709578	
327	The Beacon House Association of San Pedro	H-709389	
328	The Catalyst Foundation	H-709593	061-HFH-ICMS
329	The Center in Hollywood	H-709633	237-HFH-ICMS
330	The Center in Hollywood	H-709633	279-HFH-ICMS
331	The Childrens Center of the Antelope Valley	H-709785	
332	The Chrysalis Center	H-709620	
333	The Chrysalis Center	H-707651	
334	The Connie Rice Institute for Urban Peace	H-711380	

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335	The Illumination Foundation	H-709573	042-HFH-ICMS
336	The Illumination Foundation	H-709573	284-HFH-IHS
337	The Illumination Foundation	H-709573	329-HFH-IHS
338	The Information and Referral Federation of Los Angeles County dba 211 LA County	H-709787	
339	The People Concern	H-709547	049-HFH-ICMS
340	The People Concern	H-709547	085-HFH-ICMS
341	The People Concern	H-709547	097-HFH-ICMS
342	The People Concern	H-709547	105-HFH-IHS
343	The People Concern	H-709547	107-HFH-IHS
344	The People Concern	H-709547	110-HFH-ICMS
345	The People Concern	H-709547	400-HFH-IHS
346	The Salvation Army	H-709558	010-HFH-ICMS
347	The Salvation Army	H-709558	088-HFH-ICMS
348	The Salvation Army	H-709558	333-HFH-IHS
349	The Sidewalk Project	H-710080	
350	The TransLatin@ Coalition	H-710966	
351	The Village Family Services, Inc.	H-709752	
352	The Whole Child - Mental Health & Housing Services	H-709601	073-HFH-ICMS
353	Timelist Group, Inc.	H-709663	
354	Tri-City Mental Health Authority	H-709670	
355	Trinity In His House Foundation Inc	H-711496	
356	Turning Point Alcohol and Drug Education Program, Inc.	H-709609	013-HFH-ICMS
357	UAW - Labor Employment and Training Corporation	H-709734	
358	Uncle Daves Housing	H-710068	
359	Union Station Homeless Services	H-709572	048-HFH-ICMS
360	Union Station Homeless Services	H-709572	062-HFH-ICMS
361	Union Station Homeless Services	H-709572	116-HFH-ICMS
362	Union Station Homeless Services	H-709572	338-HFH-IHS

	Contractor Name:	Agreement Number:	Work Order Number:
363	Union Station Homeless Services	H-709572	462-HFH-IHS
364	United States Veterans Initiative	H-709664	166-HFH-ICMS
365	Unity Care, Inc., dba Caregiving Solutions	H-710022	418-HFH-CBS
366	Unseen Faces Foundation Inc.	H-710026	
367	Uplift Family Services, dba Pacific Clinics	H-709571	202-HFH-ICMS
368	Upward Bound House	H-709564	074-HFH-ICMS
369	Urban Management Association, Inc.	H-710095	
370	VAMP dba Our Community Our Neighborhood	H-711378	
371	Van Ness Recovery House	H-709661	
372	VelNonArt Transformative Health	H-710039	
373	Venice Community Housing Corporation	H-709595	078-HFH-ICMS
374	Veteran Social Services Inc.	H-709735	
375	Via Care Community Health Center	H-709635	
376	Victory Starts Now, Inc.	H-709695	
377	VIP Community Mental Health Center, Inc.	H-709736	269-HFH-ICMS
378	Volunteers of America of Los Angeles	H-709559	036-HFH-ICMS
379	Volunteers of America of Los Angeles	H-709559	321-HFH-IHS
380	Volunteers of America of Los Angeles	H-709559	402-HFH-IHS
381	Volunteers of America of Los Angeles	H-709559	411-HFH-IHS
382	Watts Healthcare Corporation	H-709662	
383	Watts Labor Community Action Committee	H-709576	040-HFH-ICMS
384	Weingart Center Association, Inc.	H-709599	292-HFH-IHS
385	Weingart Center Association, Inc.	H-709599	339-HFH-PRTS
386	Weingart Center Association, Inc.	H-709599	395-HFH-ICMS
387	Wellnest Emotional Health And Wellness	H-709645	199-HFH-ICMS
388	West Hollywood Community Housing Corporation	H-709738	
389	WESTCAL ACADEMY, INC.	H-709741	
390	Wheeler Management LLC	H-709739	

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391	Whittier Area First Day Coalition	H-709740	183-HFH-IHS
392	Whittier Area First Day Coalition	H-709740	440-HFH-IHS
393	Whittier Area First Day Coalition	H-709740	454-HFH-ICMS
394	Whole Systems Learning	H-709775	
395	Winn-Wright Resource LLC	H-711493	
396	Worker Education and Resource Center, Inc.	H-709737	
397	Youth Advocate Programs, Inc.	H-709804	

**AGREEMENTS, FUNDING AGREEMENTS, AND OPERATING AGREEMENTS TRANSFERRING FROM HOMELESS INITIATIVE
TO THE DEPARTMENT OF HOMELESS SUPPORT AND HOUSING**

	Contractor Name:	Agreement Number:	Work Order Number:
1	11834 Aviation LLC (Venice Community Housing) (LAX Suites)	PHK2-01	
2	14510 Garvey LLC	PHK1-01	
3	321 Avenida LLC (Clifford Beers)	PHK2-01	
4	7th Avenue Village LP (WORKS)	PHK1	
5	8221 LG, LP (formerly Clifford Beers)	PHK1	
6	ASM Strategies, Inc. (formerly Ann-Sophie Morrisette)	AO-23-613-03	
7	Avenue MuniServices	78945	
8	BCA Watson Rice	9-14B	
9	Blackfin Cloud Services, LLC	AO-25-401	
10	Century Affordable Development, Inc., Century Moonstone	PHK2-01	
11	City of Bellflower	HI-23-017	
12	City of Burbank - Funding Agreement	HI-23-001-01	
13	City of Burbank - Local Solutions Fund Agreement	HI-25-014	
14	City of Culver City	HHAP-CCOGIHS	
15	City of El Monte - Measure A Local Solutions Fund Agreement	HI-25-006	
16	City of El Monte - Valley Blvd Motel	HI-23-013	
17	City of Glendale Continuum of Care	HI-24-003-01	
18	City of Huntington Park	HI-25-023	
19	City of Lancaster	HI-23-004-01	
20	City of Long Beach - Homeless Court	AO-24-604	
21	City of Long Beach - Interjurisdictional Collaborative Program	AO-24-605	
22	City of Long Beach - Rescue Mission	HI-23-012	
23	City of Long Beach Continuum of Care	HI-24-005	
24	City of Los Angeles - Mobile Showers	MOU	
25	City of Los Angeles (Chatsworth)	AO-23-603-02	
26	City of Montebello	HI-25-009	
27	City of Palmdale - Measure H Funding for Interim Housing	HI-24-010	
28	City of Palmdale - Measure H Local Solutions Fund Agreement	HI-23-009-02	

	Contractor Name:	Agreement Number:	Work Order Number:
29	City of Pasadena - Bad Weather Shelter	AO-24-406	
30	City of Pasadena - Measure A Local Solutions Fund	HI-25-010	
31	City of Pasadena COC	HI-24-004	
32	City of Pomona	HI-25-002	
33	City of Redondo Beach - Pallet Shelter Program	AO-24-006-01	
34	City of San Fernando	HI-23-011-01	
35	City of Santa Clarita - Measure A Local Solutions Fund	HI-25-026	
36	City of Santa Clarita - Measure H Local Solutions Fund	HI-23-010-01	
37	City of Santa Fe Springs	HI-25-011	
38	City of Torrance	HI-24-007	
39	City of West Hollywood	HI-25-001	
40	Community Initiatives and Los Angeles Emissary	HI-25-029	
41	Covenant House California	CEO-MA-HKP-009	HKP3-004
42	Department of Mental Health - Pathway Home Partnership	MHMOU307	
43	Department of Mental Health - YHSI Needs Assessment	MHMOU323	
44	Department of Public Works - Pathway Home RV Program	MOU	
45	Enterprise Community Partners	AO-17-067-08	
46	Estrada, Darley, Miller Group (EDMG)	AO-25-602	
47	EverExcel Consulting, LLC	A0-24-011-01	
48	Family Promise	AO-24-411	
49	Friends in Deed	A0-24-606	
50	Gateway Cities Council of Governments	HI-23-005-01	
51	Harbor City BC, LLC	PHK1	
52	Hope of the Valley Rescue Mission (Lancaster)	PHK2	
53	Hope of the Valley Rescue Mission (Los Angeles)	PHK2	
54	Hope of the Valley Rescue Mission (Woodland Hills)	PHK2	
55	Hope the Mission - Lancaster Pathway Home	CEO-MA-HKP-022	HKP3-006
56	Hope the Mission - Palmdale	CEO-MA-HKP-022	HKP3-005
57	Hope The Mission - Sierra Highway	CEO-MA-HKP-022	HKP3-002
58	HOST Memorandum of Agreement	HI-24-001	

	Contractor Name:	Agreement Number:	Work Order Number:
59	Housing Justice Collective, LLC	AO-25-600	
60	HR&A Advisors, Inc.	AO-24-003	
61	Inclusive Action	HI-24-002	
62	LACDA - Affordable Housing Trust	LACDA Funding Agreement	
63	LACDA - ARP-Enabled Funds	LACDA Funding Agreement	
64	LACDA - Community Land Trust Pilot	LACDA Funding Agreement	
65	LACDA - Emergency Rental Assistance Program - 2	LACDA Funding Agreement	
66	LACDA - Funding New Private Sector Affordable Housing Development	LACDA Funding Agreement	
67	LACDA - Homeless Coordinator	LACDA Funding Agreement	
68	LACDA - Housing Habitability- Bridge	LACDA Funding Agreement	
69	LACDA - Housing Preservation	LACDA Funding Agreement	
70	LACDA - Measure H, FY 23-24	LACDA Funding Agreement	
71	LACDA - Measure H, FY 24-25	LACDA Funding Agreement	
72	LACDA - Public Housing Capital Improvements Program	LACDA Funding Agreement	
73	LACDA - South County Public Housing (South Scattered Sites)	LACDA Funding Agreement	
74	LACDA - Tri-Party Monitoring Agreement	LACDA Monitoring Agreement (2-Party)	
75	LACDA - Various Fair Housing	LACDA Funding Agreement	
76	LAHSA - FY 25-26 Operating Agreement	OA	
77	LAHSA - Measure A Funding Agreement	HI-25-005	
78	LAHSA - Unit Acquisition	HI-23-015-01	
79	Las Virgenes - Malibu Council of Governments - Measure A Funding Agreement	HI-25-007	
80	Las Virgenes - Malibu Council of Governments - Measure H Funding Agreement	HI-23-006-02	
81	LeSar Development Consultants	AO-24-010	
82	LINC Long Beach East Apts, LLC	PHK1	
83	LINC Long Beach West Apt, LLC	PHK1	
84	Los Angeles Metropolitan Transportation Authority	HI-24-011	
85	Los Angeles Room and Board (Dunamis House)	PHK2	
86	Los Angeles Room and Board (Excelsior)	PHK2	
87	MWN Community Hospital LLC	HI-25-031	

	Contractor Name:	Agreement Number:	Work Order Number:
88	Public Sector Analytics	AO-25-601-01	
89	Redstone Strategy Group, a division of Arabella Advisors, LLC	AO-24-409	
90	San Fernando Valley Council of Governments	HI-23-007	
91	San Gabriel Valley Consortium on Homelessness	HI-25-034	
92	San Gabriel Valley Council of Governments - Measure H Local Solutions Fund	HI-23-003-02	
93	San Gabriel Valley Council of Governments - Measure H Interim Housing Solutions	HI-23-018-03	
94	Shepherd's Door	AO-24-607	
95	South Bay Cities Council of Governments (SBCCOG)	HI-23-002-01	
96	Special Service for Groups, Inc.	PHK1	
97	Special Service for Groups, Inc. (HOPICS) (Travel Plaza)	PHK2	
98	St. Joseph Center (Ramona)	PHK2	
99	The Information and Referral Federation of Los Angeles County, Incorporated dba 211 LA County	AO-19-656-09	
100	Treehouse Impact Group	CEO-MA-HKP-041	HKP3-007
101	Volunteers of America Los Angeles (North Hollywood)	PHK2	
102	Volunteers of America Los Angeles (San Pedro)	PHK2-02	
103	Weingart 10646 LLC	PHK1-01	
104	Weingart Center Association (Greenleaf)	PHK2	
105	Weingart Center Association (Willows)	PHK2	
106	Weingart/Valued Housing (Primrose)	CEO-MA-HKP-048	HKP3-003
107	Weingart/Valued Housing (Sycamore)	CEO-MA-HKP-048	HKP3-001
108	Wellness The Nest	CEO-MA-HKP-049	HKP3-008
109	Westside Cities Council of Governments	HI-23-008-03	

STATE AND FEDERAL GRANT AGREEMENTS

	Grant Number:	Award Start Date:	Award End Date:	Award Amount:	Grantor:	Grant Type:	Grant Description:
1	22-HHAP-10036	April 5, 2022	October 1, 2026	\$ 82,328,410.88	State of California Department of Housing and Community Development	State	Homeless Housing, Assistance and Prevention - Round 3
2	23-HHAP-10032	March 29, 2023	December 31, 2027	\$ 85,120,000.00	State of California Department of Housing and Community Development	State	Homeless Housing, Assistance and Prevention - Round 4
3	24-HHAP-10042	October 17, 2024	June 30, 2029	\$ 97,384,000.00	State of California Department of Housing and Community Development	State	Homeless Housing, Assistance and Prevention - Round 5
4	24-ERF-3-R-100008	January 7, 2025	April 15, 2029	\$ 51,554,398.92	State of California Department of Housing and Community Development	State	Encampment Resolutions Fund - Round 3
5	CA01YHSI22	November 1, 2024	April 30, 2027	\$ 797,397.00	U.S. Department of Housing and Urban Development	Federal	Youth Homeless System Improvement Grant
6	22-IIG-17685	Upon HCD Approval	June 30, 2026	\$ 15,493,500.00	State of California Department of Housing and Community Development	State	Infill Infrastructure Program Grant - West LA VA Campus North Village
7	17-AHSC-12108	Upon HCD Approval	July 30, 2026	\$ 3,147,423.00	State of California Department of Housing and Community Development	State	Affordable Housing Sustainable Communities Program Grant - Round 3 (Downey I & II)
8	17-AHSC-12112	Upon HCD Approval	July 30, 2026	\$ 6,938,886.00	State of California Department of Housing and Community Development	State	Affordable Housing Sustainable Communities Program Grant - Round 3 (Willowbrook II)
9	17-AHSC-12103	Upon HCD Approval	July 30, 2026	\$ 3,770,160.00	State of California Department of Housing and Community Development	State	Affordable Housing Sustainable Communities Program Grant - Round 3 (Florence Neighborhood Mobility)
10	20-AHSC-14727	Upon HCD Approval	July 30, 2026	\$ 9,869,027.00	State of California Department of Housing and Community Development	State	Affordable Housing Sustainable Communities Program Grant - Round 5 (Third & Dangler)
11	23-AHSC-17965	Upon HCD Approval	March 30, 2028	\$ 13,150,893.00	State of California Department of Housing and Community Development	State	Affordable Housing Sustainable Communities Program Grant - Round 7 (Metro at Florence)
12	24-AHSC-18423	Upon HCD Approval	November 30, 2044	\$ 10,922,067.00	State of California Department of Housing and Community Development	State	Affordable Housing Sustainable Communities Program Grant - Round 8 (Casa de la Luz)

Attachment IV

MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

CONTRACTOR'S NAME

FOR

SUPPORTIVE AND/OR HOUSING SERVICES

MASTER AGREEMENT PROVISIONS
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**MASTER AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
CONTRACTOR'S NAME
FOR
SUPPORTIVE AND/OR HOUSING SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of _____, 2024 by and between the County of Los Angeles hereinafter referred to as County and **CONTRACTOR'S NAME** hereinafter referred to as Contractor. **CONTRACTOR'S NAME** is located at **CONTRACTOR'S ADDRESS**.

RECITALS

WHEREAS, the County may contract with private businesses for Supportive and/or Housing Services when certain requirements are met; and

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

WHEREAS, on June 19, 2012, the County's Board of Supervisors delegated authority to the Director of Health Services, or designee, to execute Supportive and/or Housing Services Master Agreements with qualified vendors, with provisions for five-year extension options through June 30, 2027; and

WHEREAS, the Contractor is a private firm specializing in providing Supportive and/or Housing Services; and

WHEREAS, the Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Master Agreement, and consistent with the professional standard of care for these services; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Safely Surrendered Baby Law

Unique Exhibits:

- 1.4 EXHIBIT D - Contractor Acknowledgement and Confidentiality Agreement
- 1.5 EXHIBIT E - Subsequent Executed Work Orders
- 1.6 EXHIBIT F - Charitable Contributions Certification
- 1.7 EXHIBIT G - Medical Health Screening

Notwithstanding the foregoing order of precedence and solely with respect to the Statement of Work described under a fully executed Work Order, such Work Order will take precedence solely with respect to obligations designated as subject to change via Work Order in this Master Agreement. This Master Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 – Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions of the Master Agreement, and whose evidence of

insurance requirements have all been received by the County and are valid and in effect at the time of the Work Order award.

- 2.2 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 Contractor's Work Order Program Manager:** The individual designated by the Contractor as the chief contact person with respect to the day-to-day administration of the Work Order.
- 2.4 County's Master Agreement Project Director (MAPD):** Person designated by the Director with authority to negotiate and recommend all changes on behalf of the County as well as approve all Work Order executions.
- 2.5 County's Program Manager:** The County person designated as chief contact person with respect to the day-to-day administration of a Work Order executed under the Master Agreement.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 DHS:** Department of Health Services
- 2.8 Director:** Director of DHS or authorized designee.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Master Agreement:** County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.11 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to the County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ and has an executed Master Agreement with DHS.
- 2.12 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.14 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks

and/or provision of deliverables as described in a specification or a Statement of Work. No work will be performed by the Contractors except in accordance with an executed Work Order.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement and any subsequently executed Work Orders, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Each Work Order will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof.
- 3.3 If the Contractor provides any task, deliverable, service, or other work to the County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.1, Amendments, these will be gratuitous efforts on the part of the Contractor for which the Contractor will have no claim whatsoever against the County.
- 3.4 Upon determination by the County to issue a Work Order solicitation, the County will issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must submit a response to the County address and within the timeframe specified in the solicitation. Failure of the Contractor to provide a response within the specified timeframe may disqualify the Contractor for that particular Work Order.
- 3.5 Upon completion of reviews, the County will execute the Work Order with the lowest cost Qualified Contractor unless the Work Order solicitation specifies response review criteria other than lowest price. It is understood by the Contractor that the County's competitive process may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors.
- 3.6 The County reserves the right to execute a direct award Work Order without a Work Order Solicitation if it is in the best interest of the County.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon execution, and will expire on June 30, 2027, unless sooner extended or terminated, in whole or in part, as provided herein.

- 4.2 The County maintains databases that track/monitor the Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.3 The Contractor must notify the County when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the County at the address herein provided in Exhibit A - County's Administration.

5.0 MASTER AGREEMENT SUM

- 5.1 The Contractor will not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by the County hereunder ("maximum annual expenditures") may not exceed amounts allocated by the County Board of Supervisors in its approved budget. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Master Agreement Sum.
- 5.2 The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

5.3 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF MASTER AGREEMENT

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

5.4 INVOICES AND PAYMENTS

- 5.4.1 The Contractor's payment process will be specified in the executed Work Order. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of the Work Order. If the County does not approve work in writing, no payment will be due to the Contractor for that work.
- 5.4.2 The Contractor's invoices must be priced in accordance with the executed Work Order.
- 5.4.3 The Contractor's invoices must contain the information set forth in the executed Work Order describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.4.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service unless other such invoicing due date is specified in the Work Order.
- 5.4.5 All invoices under this Master Agreement must be submitted to the address identified in the Work Order.
- 5.4.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Program Manager or designated alternate prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

The following Sub-paragraph 5.4.7 will only apply to Certified Local SBEs.

- 5.4.7 Local Small Business Enterprises (SBE) – Prompt Payment Program

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

5.5 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

- 5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an

alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.5.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of this Master Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

COUNTY ADMINISTRATION

The Director will have the authority to administer this Master Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit A – County’s Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY’S MASTER AGREEMENT PROJECT DIRECTOR (MAPD)

The County’s MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the County and the Contractor. In addition, the County’s MAPD is the approving authority for individual Work Order executions.

6.2 COUNTY’S PROGRAM MANAGER

The County’s Program Manager will be identified in the executed Work Order and is the County’s chief contact person with respect to the day-to-day administration of the specific Work Order.

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

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER AND CONTRACTOR'S WORK ORDER PROGRAM MANAGER

7.1.1 The Contractor's Project Manager is designated in Exhibit B – Contractor's Administration. The Contractor must notify the County in writing of any change in the name or contact information of the Contractor's Project Manager within five (5) business days. The Contractor's Project Manager will be responsible for the Contractor's activities as applicable to this Master Agreement.

7.1.2 The Contractor's Work Order Program Manager will be identified in the executed Work Order and is the Contractor's chief contact person with respect to the day-to-day administration of the specific Work Order. The Contractor's Work Order Program Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate the Contractor in any respect whatsoever.

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit B – Contractor's Administration. The Contractor must notify the County in writing of any change in the name(s) or contact information of the Contractor's Authorized Official(s) within five (5) business days of such change.

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

7.3 APPROVAL OF CONTRACTOR'S STAFF

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

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

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 At the discretion of the County, all Contractor staff performing work under this Master Agreement may be required to undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. The County will use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The County may perform the background check.

7.5.2 The County may request that the Contractor's staff be immediately removed from working on the County Master Agreement at any time during the term of this Master Agreement. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.5.3 The County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with the County facility access.

7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this Subparagraph 7.5, will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 CONFIDENTIALITY

7.6.1 The Contractor must maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Furthermore, the Contractor must: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Master Agreement; (ii) promptly transmit to the County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this

Master Agreement, any such records or information to any person or organization other than the County without prior written notice to the County of Contractor's intent to disclosure records. ; and (iv) at the expiration or termination of this Master Agreement, return all such records and information to the County or maintain such records and information in accordance with the written procedures that may be provided or made available to the Contractor by the County for this purpose.

- 7.6.3 The Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 7.6 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.6.4 The Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Master Agreement.
- 7.6.5 The Contractor must sign and adhere to the provisions of the Exhibit D – Contractor Acknowledgement and Confidentiality Agreement on the behalf of itself and all employees, subcontractors and other persons who may provide work under this Master Agreement.

7.7 MEDICAL HEALTH SCREENING

Individual Work Orders may have a Medical Health Screening requirements for staff providing services. In the event of such requirement, Contractor shall ensure that all of Contractor's staff that may provide Services at any County healthcare facility or site (for purposes of this Paragraph, "healthcare campus") pursuant to the Agreement, prior to commencement of such Services at a healthcare campus, shall have undergone and successfully passed a current health screening consistent with the DHS policy and the requirements of Exhibit G – Medical Health Screening, attached hereto ("Medical Health Screening"). The cost of Medical Health Screening shall be borne by Contractor.

7.8 STAFF PERFORMANCE UNDER THE INFLUENCE

The Contractor will not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects a Work Order or any term or condition included in this Master Agreement, an Amendment/Administrative Amendments to either a Work Order or the Master Agreement will be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or designee. To implement such changes, an Amendment to the Master Agreement must be prepared by the County and then executed by the Contractor and by the Director or his/her designee.
- 8.1.3 The Director of DHS, or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be

prepared by the County and then executed by the Contractor and by the Director or his/her designee.

- 8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Master Agreement to conform to changes in federal or state law or regulation, during the term of this Master Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor's written consent, to preserve this Master Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Master Agreement must be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer or delegate its rights or duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of the County, 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 Sub-paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior

written consent of the County in accordance with applicable provisions of this Master Agreement.

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

8.3 AUTHORIZATION WARRANTY

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

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor must immediately notify the County in writing, during the term of this Master Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor is responsible to reimburse the County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who was excluded or suspended regardless of the Contractor's prior knowledge of such exclusion or suspension. Failure of the Contractor to comply with this

provision will constitute a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

8.5 INTENTIONALLY OMITTED

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.6.1 In the performance of this Master Agreement, the Contractor must comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Master Agreement are incorporated herein by reference.

8.6.2 The Contractor must indemnify, defend, and hold harmless the County, its officers, employees, agents and volunteers, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 8.6 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.6.3 Facilities Rules and Regulations

During the time that the Contractor's agents, employees, or subcontractors are at a facility, the Contractor and such persons will

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

8.6.4 County Data Maintenance, Management, and Sharing Directives

The County may from time to time, issue directives regarding County standards and procedures concerning the manner in which Contractors are to maintain, manage and/or share data. Contractor agrees that it must comply with such County directives unless Contractor demonstrates compliance would be unduly burdensome, as solely determined by the County. County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement, for Contractor's failure to comply with its directives issued pursuant to this section.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County each of the following:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.8.2 The Contractor certifies to the County each of the following:

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual

orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.8.6 The Contractor must allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations must constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.8.9 Anti-discrimination in Services:

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this Sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of any

service provided through this Master Agreement; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. The Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.9 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.9.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours

or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached.

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

8.10 CONFLICT OF INTEREST

- 8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt

to unlawfully influence the County's approval or ongoing evaluation of such work.

- 8.10.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.10 will be a material breach of this Master Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. The Contractors must report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and bservices@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.
- 8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. The Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its subcontractors, can access posters and other campaign material at <https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

- 8.15.1 The Contractor hereby warrants that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the Contractor or any aforementioned parties mandatory exclusion or suspension from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

- 8.15.2 The Contractor must indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any exclusion or suspension of the Contractor or its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.
- 8.15.3 Failure by the Contractor to meet the requirements of this Subparagraph will constitute a material breach of contract upon which the County may immediately terminate or suspend this Master Agreement.

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

- 8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

- 8.17.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

8.18 COUNTY'S QUALITY ASSURANCE PLAN

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

8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.19.1 Unless otherwise set forth in a Work Order, the Contractor will repair, or cause to be repaired, at its own cost, any and all damage other than normal wear and tear to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.19.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs must be repaid by the Contractor by cash payment upon demand.
- 8.19.3 The County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. The County will bill the Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by the County to the Contractor.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements

set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

- 8.20.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard appropriate facsimile or digital representations of original signatures of authorized officers received via a facsimile or electronic communicative, as legally sufficient evidence, such that the parties need not follow up facsimile or digital/electronic transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions.

8.22 FAIR LABOR STANDARDS

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, the Contractor agrees that for a period of four (4) years following the furnishing of services under this Master Agreement, the Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the agreements, books, documents and

records of the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), the Contractor agrees that each such subcontract will provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that facilities maintained by the County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master Agreement and Work Orders, full performance by the Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement will be considered a material breach by the Contractor for which the County may immediately terminate this Master Agreement.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.26 INTENTIONALLY OMITTED

8.27 INDEPENDENT CONTRACTOR STATUS

8.27.1 This Master Agreement is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.27.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages,

unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor. Consistent with the foregoing, the County will have no liability, and the Contractor will be solely and fully liable and responsible, to any of the Contractor's employees, subcontractors or other persons providing work under this Master Agreement on behalf of the Contractor, if any such person is unable to work or is required to stop working (permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to this Master Agreement, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those relating to the work site. Nothing in this Sub-paragraph is intended in any way to alter or release Contractor from obligation to obtain and maintain the requisite workers' compensation coverage pursuant to Sub-paragraph 8.30.3 – Workers' Compensation and Employers' Liability.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

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

8.28 INDEMNIFICATION

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

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

specified in Sub-paragraphs 8.29 and 8.30 of this Master Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement. Additional insurance requirements and coverage may be required in individual executed Work Orders.

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, must be delivered to the County at the e-mail address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to the County not less than ten (10) days prior to the Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be e-mailed to:

cgcontractorinsurance@dhs.lacounty.gov

The Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also must promptly notify the County of any third party claim or suit filed against the Contractor or any of its Subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 Cancellation of or Changes in Insurance

The Contractor must provide the County with, or the Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.29.4 Failure to Maintain Insurance

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

8.29.5 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

8.29.6 Contractor's Insurance Must Be Primary

The Contractor's insurance policies, with respect to any claims related to this Master Agreement, must be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.29.7 Waivers of Subrogation

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

8.29.8 Subcontractor Insurance Coverage Requirements

The Contractor must include all Subcontractors as insureds under the Contractor's own policies or must provide The County with each Subcontractor's separate evidence of insurance coverage. The Contractor will be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein and must require that each Subcontractor name the County and the Contractor as additional insureds on the Subcontractor's General Liability policy. The Contractor must obtain the County's prior review

and approval of any Subcontractor request for modification of the Required Insurance.

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.29.10 Claims Made Coverage

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

8.29.11 Application of Excess Liability Coverage

The Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.29.12 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.29.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, the Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.29.14 County Review and Approval of Insurance Requirements

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

The Contractor must provide proof of all required insurance coverage prior to execution of a Work Order.

8.30 INSURANCE COVERAGE

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.30.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of the Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.30.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to the Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability/Errors and Omissions**

Insurance covering the Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, the Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

The Contractor must obtain and maintain in effect during the term of this Master Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Master Agreement, and must ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder must be made available to the County upon request.

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 NON EXCLUSIVITY

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

8.35 NOTICE OF DELAYS

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

8.36 NOTICE OF DISPUTES

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

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The Contractor can access posters and other campaign material available at the following website: <https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.39 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit A - County's Administration and Exhibit B - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

Notwithstanding the foregoing, in addition, and in lieu of written notification, the Director, or designee, must have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit B – Contractor’s Administration. This includes all notices or demands required or permitted by the County under this Master Agreement.

8.40 INTENTIONALLY OMITTED

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County’s right to audit and inspect the Contractor’s documents, books, and accounting records pursuant to Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the solicitation process for this Master Agreement, become the exclusive property of the County. 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”. The County 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.

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

8.42 PUBLICITY

8.42.1 The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his/her designee. The County will not unreasonably withhold written consent

8.42.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.42 will apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.43.1 The Contractor must maintain, and provide upon request by the County, accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement.

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

8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor must file a copy of each such

audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

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

8.43.5 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.44 RECYCLED BOND PAPER

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

8.45 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for the Contractor's services under this Master Agreement, the Contractor must fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations and must ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

8.46 SUBCONTRACTING

- 8.46.1 The requirements of this Master Agreement may not be subcontracted by the Contractor without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.46.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.46.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.46.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.46.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor will forward a fully executed subcontract to the County for their files.
- 8.46.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.46.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure delivery of all such documents to the e-mail address shown below:

cgcontractorinsurance@dhs.lacounty.gov

before any subcontractor employee may perform any work hereunder.

8.47 SURVIVAL

In addition to any provisions of this Master Agreement which specifically state that they will survive the termination or expiration of this Master Agreement and any rights and obligations under this Master Agreement which by their nature should survive, the following shall survive any termination or expiration of this Master Agreement:

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Work)

Sub-paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Master Agreement)

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.1 (Amendments)

Sub-paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Sub-paragraph 8.6 (Compliance with Applicable Laws, Rules and Regulations)

Sub-paragraph 8.22 (Fair Labor Standards)

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

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

Sub-paragraph 8.39 (Notices)

Sub-paragraph 8.43 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.47 (Survival)

Sub-paragraph 8.50 (Termination for Convenience)

Sub-paragraph 8.51 (Termination for Default)

Sub-paragraph 8.58 (Validity)

Sub-paragraph 8.59 (Waiver)

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

Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), if applicable

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.51 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.49 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 10 days of notice will be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.50 TERMINATION FOR CONVENIENCE

- 8.50.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.50.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:
- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
 - Transfer title and deliver to the County all completed work and work in process; and
 - Complete performance of such part of the work as would not have been terminated by such notice.
- 8.50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.51 TERMINATION FOR DEFAULT

- 8.51.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the Director or his/her designee:
- The Contractor has materially breached this Master Agreement;
 - The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
 - The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate

convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.51.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.51.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.
- 8.51.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Sub-paragraph 8.51.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.51.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.51.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.51, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.51, or that the default was excusable under the provisions of Sub-paragraph 8.51.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.50 - Termination for Convenience.

- 8.51.5 The rights and remedies of the County provided in this Sub-paragraph 8.51 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.52 TERMINATION FOR IMPROPER CONSIDERATION

- 8.52.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.52.2 The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.
- 8.52.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.53 TERMINATION FOR INSOLVENCY

- 8.53.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.54 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.55 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.56 TIME OFF FOR VOTING

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.57 UNLAWFUL SOLICITATION

The Contractor must inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the

State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and will take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. The Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.58 VALIDITY

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

8.59 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.59 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.60 WARRANTY AGAINST CONTINGENT FEES

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

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

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

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

- 8.61.2 If Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.61.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.62 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor must comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.63 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.64 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A bidder, proposer or other respondent to a County solicitation or Contractor, as applicable, or a subsidiary or subcontractor thereof (hereinafter for purposes of this provision "Vendor"), is prohibited from submitting a bid, proposal or other response to a County solicitation if the Vendor has provided advice or consultation for the solicitation. A Vendor is also prohibited from submitting a bid, proposal or other response to a County solicitation if the Vendor has developed or prepared any of the solicitation materials on behalf

of the County. A violation of this provision shall result in the disqualification of the Vendor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration or other termination of this Agreement.

8.65 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

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.

9.0 UNIQUE TERMS AND CONDITIONS

The following Sub-paragraphs 9.1 through 9.3 will only apply to Contractors that qualify for the applicable County Preference Program.

9.1 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

- 9.1.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.1.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.1.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a Work Order to which it would not otherwise have been entitled, will:

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

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

9.2 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

- 9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.2.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.2.4 If the Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a Work Order to which it would not otherwise have been entitled, the Contractor will:
 1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Work Order; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.3 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- 9.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.3.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.3.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.3.4 If the Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a Work Order to which it would not otherwise have been entitled, will:
 1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

- 9.4.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring the Contractors to complete Exhibit F - Charitable Contributions Certification, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers.
- 9.4.2 The Contractor must be listed in good standing and is required to **annually** renew its registry with the Attorney General's Registry of Charitable Trusts.
- 9.4.3 A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both (County Code Chapter 2.202).

9.5 NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Master Agreement, the parties do not in any way intend that any person will acquire any rights as a third-party beneficiary of this Master Agreement.

9.6 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

- 9.6.1 The Contractor staff working on this Master Agreement/Work Order must comply with California Penal Code (hereinafter "PC") Section 11164 et seq., must report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections and must submit all required information, in accordance with the PC Sections 11166 and 11167.

- 9.6.2 The Contractor staff working on this Master Agreement/Work Order must comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Master Agreement/Work Order must make the report on such abuse, and must submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 9.6.3 The Contractor staff's failure to report as required is considered a breach of this Master Agreement/Work Order subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

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**AUTHORIZATION OF MASTER AGREEMENT FOR
SUPPORTIVE AND/OR HOUSING SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the County's Director of Health Services, or authorized designee, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized officer(s), the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____ for
Christina R. Ghaly, M.D.
Director of Health Services

CONTRACTOR

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Julio C. Alvarado
Title: Director
Address: Contracts Administration and Monitoring
Department of Health Services
313 North Figueroa St. 6th Floor East
Los Angeles, CA 90012
Telephone: (213) 288-7819
Facsimile: (213) 250-2958
E-Mail Address: SHSMA@dhs.lacounty.gov

COUNTY'S PROGRAM MANAGER:

Will be identified in individual Work Orders

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**MASTER AGREEMENT NO:** _____**CONTRACTOR'S PROJECT MANAGER**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

SAFELY SURRENDERED BABY LAW

For printing purposes, the Fact Sheet and other information is available on the Internet at:

<https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

POSITION: _____

**SUBSEQUENT EXECUTED WORK ORDERS
(NOT ATTACHED)**

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

☐ Agency or Contractor is exempt from the California Nonprofit Integrity Act.

California Registry of Charitable Trusts “CT” number (if applicable): _____

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

If Agency or Contractor is not exempt, **check the Certification below that is applicable to your company.**

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

OR

☐ Agency or Contractor is registered with the California Registry of Charitable Trusts **as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586** under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Contractor shall be listed in good standing and is required to **annually** renew its registry with the Attorney General’s Registry of Charitable Trusts.

Signature

Date:

Name of Signer: _____

Title: _____

Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening and such services are available, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance E2" forms. The forms must be signed by a healthcare provider attesting all information is true and accurate OR workforce member may supply all required source documents to DHS Employee Health Services to be verified.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the Contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate release from assignment and there will be no further placement of Contractor's personnel until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Medical Health Screening

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "E2 Health Clearance". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed forms.

Contractor personnel will be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements may be given a letter indicating they have five (5) days to comply or face release from assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate release from assignment and no further placement until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

**SUPPORTIVE AND/OR HOUSING SERVICES MASTER AGREEMENT
NO. H-XXXXXX**

WORK ORDER NO. XXX-XXX-XXXX

Department: Department of Health Services

Project Title:

Contractor: [CONTRACTOR NAME]

I. RECITALS

WHEREAS, on [DATE SHSMA Executed] the Los Angeles County (County) Department of Health Services (DHS) and [CONTRACTOR NAME] (Contractor) entered into a Supportive and/or Housing Services Master Agreement (Master Agreement) H-XXXXXX; and

WHEREAS, the County has determined that by entering into this Work Order it is not only able to better provide services for their intended target population, but also provide a better system to deliver seamless service to all clients; and

WHEREAS, on Date, DHS issued a Work Order Solicitation to solicit for Work Orders with qualified Contractors to provide _____; and [ADD ONLY IF SOLICITATION WAS DONE FOR WORK ORDER]

WHEREAS, Contractor was identified as the highest ranked Respondent and awarded a Work Order; and [ADD ONLY IF SOLICITATION WAS DONE FOR WORK ORDER]

WHEREAS, on February 7, 2023, the Board of Supervisors delegated authority to the Chief Executive Office (CEO) to work with all impacted departments including DHS to develop Implementation Protocols for use of accelerated administrative contracting processes allowed by the Homeless Emergency; and

WHEREAS, on June 11, 2024, the CEO approved DHS the use of said accelerated administrative contracting process for Proposal 506: PROPERTY RELATED TENANT SERVICES (BRILLIANT CORNERS); and

WHEREAS, the Master Agreement provides that Work Orders will be issued and executed in accordance with Paragraph 3.0, WORK; and

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

II. WORK

The Contractor shall satisfactorily perform all services set forth in Attachment 1, STATEMENT OF WORK (SOW), attached hereto and incorporated by reference and in accordance with the Master Agreement. If the Contractor fails to perform within the first thirty (30) days of the Work Order Term, the Work Order may be terminated, and the Contractor may be replaced.

III. TERM

The term of this Work Order shall be effective July 1, 2022, through June 30, 2027.

IV. PAYMENT**FOR COST REIMBURSEMENT**

The County will pay the Contractor for all services provided under this Work Order in accordance with Subparagraph 5.4, INVOICES AND PAYMENTS, of the Master Agreement in an amount not to exceed spell out dollars (\$0) for the entire Work Order term, which may be amended from time to time by the County at its sole discretion.

All invoices under this Work Order shall be submitted to the following:

Los Angeles County Department of Health Services
Name@dhs.lacounty.gov
 Attn: Name

For purposes of budgetary planning, the following shall constitute the maximum funding the Contractor may be compensated for each Fiscal Year or portion thereof:

- A. Contractor expenditures from July 1, 2022 through June 30, 2023 shall not exceed \$#####.
- B. Contractor expenditures from July 1, 2023 through June 30, 2024, TBD.
- C. Contractor expenditures from July 1, 2024 through June 30, 2025, TBD.
- D. Contractor expenditures from July 1, 2025 through June 30, 2026, TBD.
- E. Contractor expenditures from July 1, 2026 through June 30, 2027, TBD.

Any increase in funding to each Fiscal Year shall be at the County's sole discretion and implemented through a written amendment to this Work Order.

The Contractor shall work with the County's Program Manager when developing the implementation plan which may include submission and revisions of the annual line-item budget.

The Contractor shall retain receipts and supporting documentation for all expenses included on monthly invoices and make such records available to the County upon request. The Contractor shall not be entitled to any compensation whatsoever for any service or other work that is not specified in this Work Order, and/or goes beyond the expiration date of this Work Order.

The Contractor shall have a cost accounting method that accurately reflects allowable cost allocations for actual time spent providing services under this Work Order. The Contractor shall reference the Department of Auditor-Controller, Contract Accounting and Administration Handbook to establish accounting, internal control, financial reporting, and contract administration standards. The handbook can be downloaded at <http://auditor.lacounty.gov>.

V. ADMINISTRATION OF WORK ORDER

The County's Program Manager and the Contractor's Program Manager are identified in Attachment 2, WORK ORDER ADMINISTRATION.

VI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

There are 3 options for HIPAA language

For work orders with a Business Associate Agreement:

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Work Order, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Attachment 3, BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), in order to provide those services. The County and the Contractor therefore agree to the terms of Attachment 3, BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA").

For work orders with a Covered Entity:

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The

Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

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

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

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

For work orders with neither a Covered Entity nor Business Associate:

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

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

Additionally, in the event of such inadvertent access, the Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, the Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs,

demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with the Contractor's or its officers', employees', or agents', access to patient medical records/patient information. The Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

For Work Orders that need B&S checks.

BACKGROUND AND SECURITY INVESTIGATIONS

All Contractor staff performing work under this Work Order shall be required to undergo and pass, to the satisfaction of the County, a background investigation in accordance with Subparagraph 7.5, BACKGROUND AND SECURITY INVESTIGATIONS, of the Master Agreement. The County will review Contractor's hiring and personnel policies which shall include appropriate safeguards and hiring considerations for staff working with participants.

- A. All Contractor staff performing work under this Work Order shall undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Work Order. The County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The County shall perform the background check.
- B. The County may request that the Contractor's staff be immediately removed from working on the County Work Order at any time during the term of this Work Order. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- C. The County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- D. Disqualification, if any, of the Contractor's staff, pursuant to this Section, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Work Order.

A pre-placement health screening is only required for staff who are assigned job duties at one of the healthcare providing facilities (hospitals, ambulatory care centers and correctional). It is due initially first time being assigned and then updated annually.

Contractor shall ensure that all of Contractor's staff that may provide Services at any County healthcare facility or site (for purposes of this Paragraph, "healthcare campus") pursuant to the Work Order, prior to commencement of such Services at

a healthcare campus, shall have undergone and successfully passed a current health screening consistent with the DHS policy and the requirements of Exhibit G – MEDICAL HEALTH SCREENING of the Master Agreement. The cost of Medical Health Screening shall be borne by Contractor.

The Contractor certifies that it will comply with the requirements of Government Code Section 8350 et seq. (Drug-Free WorkPlace Act of 1990) and will provide a drug-free workplace, in the provision of services herein, by taking the following actions:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including the Contractor's organization) workplace, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).
- B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the agreement:
 - i. Be given a copy of the County's drug-free policy statement; and
 - ii. As a condition of employment on the agreement, agree to abide by the terms of the published statement.
- D. The Contractor's failure to comply with the above-listed requirements may result in the County's withholding of payments to the Contractor under the Work Order, or termination of the Work Order, or both, and Contractor may be ineligible for future County Work Orders if the County determines that any of the following has occurred:
 - i. The Contractor has made a false certification; or

- ii. The Contractor has violated the certification by failing to carry out the requirements as noted above.

Pursuant to California Government Code Section 84308, Contractor and its agents and subcontractors are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving the Master Agreement and each Work Order executed thereunder.

By executing the Master Agreement, Contractor represents and warrants that neither it nor any of its agents or subcontractors shall make a contribution of more than \$500 to any County officer for a period of at least twelve (12) months following the effective date of each Work Order executed under the Mater Agreement.

Failure to comply with the provisions of California Government Code Section 84308 and of this Paragraph may be a material breach of the Master Agreement as determined in the sole discretion of County.

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The Contractor's signature on this Work Order document confirms the Contractor's agreement with all provisions of the Work Order. All terms of the Master Agreement shall remain in full force and effect. The terms of the Master Agreement shall govern and take precedence over any conflicting terms and/or conditions in this Work Order, regardless of any oral promise made to the Contractor by any County personnel whatsoever.

	_____		_____
	Contractor		County
By:	_____	By:	_____
	Signature		Signature
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Board Letter

☒ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/15/2025		
BOARD MEETING DATE	Not Applicable		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Sheriff's Department		
SUBJECT	Advance notice of the Department's intent to enter into negotiations for a sole source contract with Teleosoft, Inc. (Teleosoft).		
PROGRAM	Online payment processing services via the Departments Automated Civil Enforcement System (ACES) e-Portal.		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The Department's Automated Civil Enforcement System (ACES) was purchased from Teleosoft which has an integrated payment model (e-Portal) that allows the County to accept online document submission and electronic payments. The County has verified that ACES and its integrated payment module are proprietary to Teleosoft. Contracting directly with another PSP outside of the integrated solution would require extensive redevelopment, pose system compatibility risks, and significantly delay project timelines.		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	Not Applicable		
COST & FUNDING	Total cost:	Funding source:	
	TBD	Automation Fund (BR7)	
	TERMS (if applicable): Seven years.		
	Explanation:		
PURPOSE OF REQUEST	To notify the Board of the Department's intent to negotiate a sole source contract with Teleosoft to provide online payment processing services through its e-Portal for a period of seven years.		
BACKGROUND (include internal/external issues that may exist including any related motions)	• On June 27, 2023, ISD signed a Master Agreement (MA) with Teleosoft to implement and maintain ACES, replacing the 30-year-old Modified Automated Process and Accounting System (MAPAS). • Online payment processing services required by AB 2791 (2021–2022) were not included in the original MA. • ISD cannot amend the MA because the services fall outside the MA's original scope and intent. • The Department must establish a Sole Source Contract with Teleosoft to incorporate the necessary services for ACES to reach final acceptance.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • Gerald Wacker, Principal Information Systems Analyst, (213) 229-1709, gwacker@lasd.org • Georgina Mojardin, Information Technology Specialist I, (213) 229-1708, gmojard@lasd.org • Veronica Urenda, Contracts Manager, (213) 229-3277, vurenda@lasd.org		

October 15, 2025

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:

**ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS
FOR A SOLE SOURCE CONTRACT WITH TELEOSOFT, INC.
TO PROVIDE ONLINE PAYMENT PROCESSING SERVICES TO BE
INTEGRATED INTO THE COUNTY'S
AUTOMATED CIVIL ENFORCEMENT SYSTEM**

SUBJECT

This letter provides notification to the Board, in accordance with Board Policy 5.100, Sole Source Contracts and Amendments, that the Los Angeles County (County) Sheriff's Department (Department) intends to begin negotiations for a sole source contract (Contract) with Teleosoft, Inc. (Teleosoft). The proposed contract will allow Teleosoft to provide integrated online payment processing services (Services) for the Department's Modified Automated Process and Accounting System (MAPAS) replacement system, known as the Automated Civil Enforcement System (ACES).

PURPOSE

The Department intends to negotiate a contract for a term of seven years. The proposed contract is critical to the ACES implementation timeline and will allow Teleosoft to provide Services that support both credit/debit card and e-check transactions. Additionally, the Services will bring the Department into compliance with California Assembly Bill (AB) 2791 (2021–2022).

BACKGROUND

On June 27, 2023, the Internal Services Department (ISD), on behalf of the Department, entered into an agreement with Teleosoft under Master Agreement Number MA-IS-2340315 (Master Agreement) for the implementation and maintenance of ACES. Upon final acceptance, ACES will replace the Department's legacy MAPAS system. MAPAS is a 30-year-old custom-built system used to support the Department's civil-enforcement functions.

The ACES went live in early September 2025 and includes an integrated e-Portal that enables members of the public to submit legal documents and pay required fees electronically.

SOLE SOURCE JUSTIFICATION

As part of the ACES Master Agreement, Teleosoft was required to provide an e-Portal through which litigants, garnishees, courts, and so forth can submit data and scanned images remotely and submit fee deposits for the civil-enforcement services requested. The e-Portal is a requirement under California AB 2791 (2021–2022), which requires that sheriffs and marshals accept electronic submission of service requests and fee payments.

The Services, which are required to bring the Department into compliance with AB 2791 (2021–2022), were not included in the scope of service under the current Master Agreement with Teleosoft. The Department reached out to ISD to request the addition of the proposed Services to the existing Teleosoft Master Agreement. However, ISD was unable to amend the Master Agreement because the Services do not align with the original intent of the Master Agreement. Although Teleosoft has completed the implementation of the e-Portal, ACES cannot reach final acceptance without the proposed contract for Services.

Competitively bidding for the proposed services would necessitate significant redevelopment of the ACES platform, introducing implementation risks, additional costs, and a significant delay to the Department's implementation timeline, as well as continue the County's non-compliance with AB 2791 (2021–2022). The proposed contract is in the County's best interest and will allow Teleosoft to efficiently complete the ongoing tasks and ensure a fully integrated payment functionality service.

The County's E-Commerce Readiness Group (ERG) has approved the Department's use of Teleosoft to provide the proposed Services.

The Department's Office of Technology Planning, County Counsel, and Chief Information Office have reviewed and concurred that this sole source approach will

provide the Department with the necessary services to ensure ACES reaches final acceptance within the project timeline.

CONCLUSION

Pursuant to Board Policy, the Department will proceed with sole source negotiations in four weeks, unless otherwise instructed by the Board.

Should you have any questions, please contact Contracts Manager Veronica Urenda, Fiscal Administration Bureau, at (213) 229-3277.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:JA:ja

(Fiscal Administration Bureau - Contracts Unit)

c: Board of Supervisors, Justice Deputies

Edward Yen, Executive Officer, Board of Supervisors

Fesia Davenport, Chief Executive Officer

Brian Hoffman, Manager, Chief Executive Office (CEO)

Jocelyn Ventilacion, Principal Analyst, CEO

Anna Petrosyan, Senior Analyst, CEO

Michael Xie, Senior Budget Analyst, CEO

Dawyn R. Harrison, County Counsel

Peter Loo, Chief Information Officer, Office of the Chief Information Office

Timothy J. Kral, Chief Legal Advisor, Legal Advisory Unit

Cammy C. DuPont, Principal Deputy County Counsel, Legal Advisory Unit

April L. Tardy, Undersheriff

Gerardo J. Pinedo, Assistant Sheriff, CFAO

Sergio V. Escobedo, Chief of Staff, Office of the Sheriff

Yolanda R. Figueroa, Chief, Court Services Division (CSD)

Conrad Meredith, Division Director, Administrative Services Division (ASD)

Richard F. Martinez, Assistant Division Director, ASD

Christopher L. Johnson, Commander, CSD

David E. Culver, Bureau Director, Financial Programs Bureau

Tracey Jue, Bureau Director, Fiscal Administration Bureau (FAB)

Tina L. Arevalo, Acting Captain, Civil Management Bureau (CM)

Alex Madera, Assistant Bureau Director, FAB, Contracts Unit (CU)

Georgina Mojardin, Information Technology Specialist I, CMB

Gerald Wacker, Principal Information Systems Analyst, CSD

Oscar R. Butao, Lieutenant, ASD

Erica A. Nunes, Sergeant, ASD

Veronica Urenda, Administrative Services Manager (ASM) III, FAB, CU

Kristine D. Corrales, Deputy, ASD

Steve Lopez, ASM II, FAB, CU

Juan Amaya, ASM I, FAB, CU

SOLE SOURCE CHECKLIST

Department Name: Los Angeles County Sheriff



New Sole Source Contract



Existing Sole Source Contract

Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input checked="" type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input checked="" type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input checked="" type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ 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

QUESTIONNAIRE FOR SOLE SOURCE CONTRACT WITH TELEOSOFT, INC.
TO PROVIDE ONLINE PAYMENT PROCESSING SERVICES TO BE
INTEGRATED INTO THE COUNTY'S
AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

It is the policy of the County to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which, when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

**DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE
FOLLOWING QUESTIONS:**

- 1. What is being requested?**
A new sole source contract with Teleosoft, Inc. to provide integrated payment gateway and merchant banking services for the Sheriff's Department's Modified Automated Process and Accounting System (MAPAS) replacement system, known as the Automated Civil Enforcement System (ACES).
- 2. Why is the product needed – how will it be used?**
These services are required to enable public-facing online payment functionality within ACES. Teleosoft will support the processing of credit card, debit card, and e-check payments for Sheriff Department fees submitted via the ACES e-Portal. The services will ensure secure, compliant, and seamless integration of online payment processing workflows into the ACES e-Portal as required by California Assembly Bill 2791 (2021-2022).
- 3. Is this "brand" of product the only one that meets the user's requirements? If yes, what is unique about the product?**
Yes. Teleosoft is the sole provider of ACES, which includes a proprietary and tightly integrated payment gateway interface.
- 4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?**
Yes. The Department originally intended to use the County's standard payment service provider (PSP) for online payment processing. However, it was determined that the County's PSP was incompatible with the ACES e-Portal.
- 5. Will purchase of this product avoid other costs, e.g. data conversion, etc? Or will it incur additional cost, e.g. training, conversion, etc?**
Yes. Use of Teleosoft to secure online payment processing services will allow the County to avoid redevelopment, recoding, and new interface work that would be required if an alternate payment gateway were used. It will also avoid retraining

staff, modifying workflows, or adding new vendors to internal financial systems. Additionally, because Teleosoft is already integrated with the County's existing ACES system, no additional resources will be needed to ensure system compatibility—avoiding significant integration costs that would be incurred with a new vendor. This is especially important given the tight timeline for implementation, where delays could lead to added costs.

6. Is the product proprietary or is it available from various dealers? Have you verified this?

The County has verified that ACES and its integrated payment module are proprietary to Teleosoft.

Contracting directly with another PSP outside of the integrated solution would require extensive redevelopment, pose system compatibility risks, and significantly delay project timelines.

7. Reasonableness of Price. Does the County obtain a percentage discount or special discount not available to the private sector?

No. However, the County does avoid additional costs if it were required to integrate another e-portal payment process into the ACES e-Portal system.

8. What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?

Not applicable.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/15/2025			
BOARD MEETING DATE	11/4/2025			
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th			
DEPARTMENT(S)	Chief Executive Office			
SUBJECT	East LA Civic Center Playground Refurbishment Project			
PROGRAM				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:			
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.			
DEADLINES/ TIME CONSTRAINTS				
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$3,500,000</td><td>Funding source: Capital Project No. 8A158</td></tr> </table>		Total cost: \$3,500,000	Funding source: Capital Project No. 8A158
Total cost: \$3,500,000	Funding source: Capital Project No. 8A158			
	TERMS (if applicable): Explanation: Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$3,500,000 in Strategic Planning Funds available in the First District's Services and Supplies budget to the East LA Civic Center Refurbishment Project, Capital Project No. 8A158, to fully fund the proposed Project.			
PURPOSE OF REQUEST	Approval of the recommendations will find the East LA Civic Center Playground Refurbishment Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 8A158, approve the project budget and the associated appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.			
BACKGROUND (include internal/external issues that may exist including any related motions)	East LA Civic Center, located in the community of East Los Angeles, is a recreational hub with a vast variety of facilities, programs, and recreational spaces for County residents. The East LA Civic Center has two playground areas: one area located north of the lake and is approximately 800 square feet (SF) and another area located south of the lake and is approximately 3,000 SF in size. The proposed East LA Playground Refurbishment Project (Project) would refurbish the north playground to address safety and accessibility issues.			
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:			
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Paige Bruyn, P&PM Section Manager, (323) 267-3196, pbruyn@isd.lacounty.gov			



MICHAEL OWH
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

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

Speed. Reliability. Value.

November 4, 2025

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:

CHIEF EXECUTIVE OFFICE
EAST LA CIVIC CENTER PLAYGROUND REFURBISHMENT PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 8A158
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
(FY 2025-26)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)

SUBJECT

Approval of the recommendations will find the East LA Civic Center Playground Refurbishment Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 8A158, approve the project budget and the associated appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed East LA Civic Center Playground Refurbishment Project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed project.
2. Establish and approve the proposed East LA Civic Center Playground Refurbishment Project, Capital Project No. 8A158 with a total budget of \$3,500,000.

3. Approve an appropriation adjustment to transfer \$3,500,000 in Strategic Planning Funds available in the First District's Services and Supplies budget to the East LA Civic Center Playground Refurbishment Project, Capital Project No. 8A158.
4. Authorize the Director of the Internal Services Department, or designee, to deliver the East LA Civic Center Playground Refurbishment Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

East LA Civic Center, located in the community of East Los Angeles, is a recreational hub with a vast variety of facilities, programs, and recreational spaces for County residents. The East LA Civic Center has two playground areas: one area located north of the lake and is approximately 800 square feet (SF) and another area located south of the lake and is approximately 3,000 SF in size. The proposed East LA Playground Refurbishment Project (Project) would refurbish the north playground to address safety and accessibility issues.

The scope of work for the proposed Project would include refurbishing the existing north playground area by installing playground equipment and refurbishing the pathways from the playground to the parking lot and parking lot asphalt. To address the safety and accessibility issues, the scope of work for the proposed Project would remove concrete from the south playground area and also refurbish the existing north playground area by installing a rubberized playground surface, concrete foundations, benches, hydration stations, trash receptacles, pet bag stations, and curb ramps. Some existing trees will be removed as part of the proposed Project, but new trees will be planted to replace them within the existing playground site.

The estimated project duration is approximately seven (7) months with the procurement of long lead items, construction, and project completion.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2: Foster vibrant and resilient communities, Focus Area Goal F: Community Connections, Strategy iv. Support Efforts to Engage Children and Families, and North Star 3: Realize Tomorrow's Government Today, Focus Area Goal G: Internal Controls and Processes, Strategy ii. Manage and Maximize County Assets by investing in public infrastructure that will provide services for youth and families and improve the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

The total cost for the proposed Project is currently estimated at \$3,500,000, which includes design, construction, change order allowance, inspection/testing, civic art allocation, and Internal Services Department (ISD) County services (Enclosure A).

Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$3,500,000 in Strategic Planning Funds available in the First District's Services and Supplies budget to the East LA Civic Center Refurbishment Project, Capital Project No. 8A158, to fully fund the proposed Project.

Operating Budget Impact

As designated Proprietor of the East LA Civic Center outdoor areas, ISD performs general and routine maintenance and repairs. The proposed scope of work consists of repairs and refurbishments made to an existing space. Therefore, following the completion of the proposed Project, if approved, ISD confirmed there is no one-time start-up or additional ongoing costs as a result of the proposed Project's scope of work, however, ISD will maintain the playground and surrounding areas.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on May 17, 2023, the proposed Project will have a mandatory hiring requirement of at least thirty percent (30%) Local Workers and 10 percent (10%) Targeted Workers.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project budget includes one percent (1%) of eligible design and construction costs, in the amount of \$23,000, to be allocated to the Civic Art Fund.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from the California Environmental Quality Act (CEQA). The scope of work consists of refurbishing the existing North playground, and partial replacement of parking lot asphalt and path of travel. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(d), 15302, and 15303 of the State CEQA Guidelines and Classes 1(c) and (f), 2, and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use, replacement of features with the same purpose and capacity, placement of small equipment and accessory structures, and installation of equipment at existing facilities.

In addition, based on the records of the proposed Project, it will comply with all applicable regulations, it is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable.

Upon the Board's approval of the proposed Project, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with section 21092.2.

CONTRACTING PROCESS

The proposed Project will be delivered using an ISD Board-approved Job Order Contract (JOC) for the construction and an approved vendor for the playground equipment procurement. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced County employees, are included in all JOCs.

The JOCs contain the Board's required provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law, and the Child Support program.

The JOC contractor who will perform the work is required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this Project, ISD has made the determination that the use of a JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the project entails repair, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively-procured construction contract, such as a JOC, not by County employees, due to the "Force Account" limitations set forth in the Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will have minimal impact on current County services. The playground area will remain closed for the duration of the project.

CONCLUSION

Please return one adopted copy of the Board letter to the following: ISD Operations Service and the Chief Executive Office – Capital Programs Division.

Respectfully submitted,

Michael Owh
Director

MO:QH:ME:kc

Enclosures

C: Executive Office, Board of Supervisors
Chief Executive Office

County Counsel
Arts and Culture (Civic Art Division)

DRAFT

**PROJECT INFORMATION SHEET
SCHEDULE AND BUDGET SUMMARY**

PROJECT :	East LA Civic Center Playground Refurbishment
CAPITAL PROJECT NO. :	8A158

I. PROJECT SCHEDULE		
Project Activity	Duration	Scheduled Completion Date
Complete Construction Documents	Complete	May 2025
Jurisdictional Approval	In Progress	Oct 2025
Award Construction Contract	1 month following Board approval	Dec 2025
Substantial Completion	6 months following Board approval	May 2026
Project Acceptance	7 months following Board approval	June 2026

II. BUDGET SUMMARY	
Budget Category	Proposed Budget
Construction	
Construction	\$ 2,000,000.00
Change Orders (Contingency)	\$ 300,000.00
Subtotal	\$ 2,300,000.00
Civic Art	\$ 23,000.00
Plans and Specifications	\$ 160,000.00
Jurisdictional Review/Plan Check/Permits	\$ 210,000.00
Project Management	\$ 283,000.00
ISD Overhead (22.28%)	\$ 524,000.00
Total Project Budget	\$ 3,500,000.00

PINK

BA FORM 10142022

BOARD OF SUPERVISORS
OFFICIAL COPY

November 04, 2025

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2024-25****3 - VOTES****SOURCES****USES****BOARD OF SUPERVISORS**

A01-BS-2000-10010

SERVICES & SUPPLIES

DECREASE APPROPRIATION**3,500,000**

VARIOUS CAPITAL PROJECTS

EAST LA CIVIC CENTER PLAYGROUND REFURBISHMENT PROJECT

A01-CP-6014-65099-8A158

CAPITAL ASSETS - B & I

INCREASE APPROPRIATION**3,500,000****SOURCES TOTAL****\$ 3,500,000****USES TOTAL****\$ 3,500,000****JUSTIFICATION**

Reflects the transfer of \$3,500,000 from the First Supervisorial District Discretionary funds to the East L A Civic Center Playground Refurbishment Project, Capital Project No. 8A158, to fully fund the proposed project.

AUTHORIZED SIGNATURE

JAMES YUN, MANAGER, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/15/2025	
BOARD MEETING DATE	10/21/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	EXECUTIVE OFFICE	
SUBJECT	INITIAL MOU FOR BU 804 – PROGRAM MANAGERS, CSSD	
PROGRAM	EMPLOYEE RELATIONS	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	MOU is finalized and ready for adoption by the Board of Supervisors.	
COST & FUNDING	Total cost: \$	Funding source:
	TERMS (if applicable): Two (2) year term of October 1, 2023 – September 30, 2025	
	Explanation: COLAs for '22, '23, '24 have been paid.	
PURPOSE OF REQUEST	Approve initial MOU.	
BACKGROUND (include internal/external issues that may exist including any related motions)	This Board letter seeks approval to officially adopt the terms and conditions of this contract between BU 804 and the County of Los Angeles, including but not limited to all operational, salary, and pay provisions. BU 804 was certified as the bargaining representative for Program Managers at the Child Support Services Department in April of 2023. Shortly thereafter, the parties began bargaining for their first contract. In order to align this BU with other similarly situated units, it was agreed that the term of this agreement would expire on September 30, 2025. This MOU will establish the status quo from which parties will bargain subsequent agreements.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Greg Kandaharian, Principal Analyst, gkandaharian@ceo.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



**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"

October 21, 2025

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

Dear Supervisors:

**APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR BARGAINING UNIT (BU) 804
REPRESENTED BY PROGRAM MANAGERS ASSOCIATION
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

The County of Los Angeles (County) has concluded negotiations for the first Memorandum of Understanding (MOU) with BU 804, Program Managers Association (PMA) in the Child Support Services Department. Following ratification by BU 804 – PMA, we request that the Board of Supervisors (Board) adopt the MOU to formally implement the agreed-upon terms and conditions.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying MOU for a two-year term from October 1, 2023, through September 2025, for BU 804 - PMA.
2. Delegate authority to execute the MOU on behalf of the County to the Chief Executive Officer.
3. Instruct the Auditor-Controller to make all the payroll system changes necessary to implement the recommendations contained herein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 11, 2023, BU 804 submitted its initial proposal. By December 1, 2023, the parties had tentatively agreed to 37 of the 38 articles, with salaries remaining unresolved. To address salary concerns raised by BU 804 – PMA, the Chief Executive Office conducted a classification and

compensation study, and recommended an adjustment based on a prior departmental reorganization that had increased the duties of Program Managers.

On April 9, 2025, the County issued its Last, Best, and Final Offer (LBFO), proposing an MOU term through September 30, 2027. BU 804 rejected this term and indicated an intent to pursue an unfair labor practice charge, noting that the parties had previously (in 2023) agreed to a two-year term expiring September 30, 2025. On May 18, 2025, BU 804 signed a modified tentative agreement, accepting the County's LBFO with the shorter 2023 – 2025 term. BU 804 ratified the agreement on June 25, 2025, and returned a fully executed MOU on September 4, 2025.

Although the agreed-upon term has now formally expired, this Board letter seeks approval to officially adopt the terms and conditions of the initial contract between the County and BU 804 - PMA, including, but not limited to, all operational, salary, and pay provisions. Adoption of this MOU is necessary to:

- Authorize and codify the terms and conditions negotiated for the 2023 – 2025 period;
- Establish a baseline for future negotiations with BU 804 - PMA; and
- Provide legal clarity and avoid disputes regarding the application of the terms during the expired period.

Negotiations for a successor agreement are expected to begin immediately following the Board's approval of this initial MOU.

Implementation of Strategic Plan Goals

The recommended actions support the County of Los Angeles Strategic Plan – North Star 3: Realize Tomorrow's Government Today, Goal G: Internal Controls and Fiscal Sustainability, by maintaining a wage and benefit structure that is fiscally responsible.

FISCAL IMPACT/FINANCING

The provisions of this MOU are within the parameters established by the Board. The terms do not exceed the Los Angeles County Employees Retirement Association's actuarial assumptions. Employees in BU 804 received the cost-of-living adjustments provided to other represented and non-represented employees during the 2023 – 2025 period.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This MOU reflects the outcome of good-faith negotiations between the County and BU 804. While the agreed-upon term has expired, Board adoption is recommended to formally recognize the agreement, prevent disputes regarding the terms applied during the period, and establish a foundation for successor bargaining.

Because negotiations for this initial MOU began after the Board authorized salary increases for both represented and non-represented employees from 2022 – 2025, such increases were paid to BU 804 employees during that period.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this MOU will have no adverse impact on current County services.

Respectfully submitted,

FAD:JMN:KLW
GK:rfm

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
All Department Heads

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Program Managers Association (hereinafter “PMA”) was certified on April 24, 2023, by the County Employee Relations Commission as the majority representative of County employees in Bargaining Unit 804 (hereinafter “unit”) previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes the Program Managers Association as the certified exclusive representative of the employees in said unit. The term “employee” or “employees” as used herein shall refer only to employees employed by the County in said Unit as Program Managers (PMs), Child Support Services.

ARTICLE 2 IMPLEMENTATION

This Memorandum of Understanding (MOU) constitutes a mutual recommendation to be jointly submitted to the County Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
and
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of ratification of the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 3 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-2404, except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- B. Program Managers Association principal authorized agent for service of process shall be:
- Executive Board, Program Managers Association
- 5670 East Washington Blvd
- P.O. Box 911481
- Commerce, CA 90091

ARTICLE 4 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding, and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither the Program Managers nor Management, nor their authorized representatives will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition, or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 5 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the Program Managers Association and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, gender identity, gender expression, marital status, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 6 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:00 a.m. on October 1, 2023. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2025.

ARTICLE 7 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1 through May 31, 2025, its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or June 1, 2025, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2025, unless the parties mutually agree to continue negotiations.

ARTICLE 8 UNION NEGOTIATION COMMITTEE – RELEASE TIME

Members of Unit 804, not to exceed a total of five (5), who upon request of the Association, and subject to operational needs, are excused from their regular assignment for the purpose of attending and/or participating in negotiating sessions or union caucuses, shall suffer no loss of regular pay. Time lost from regularly scheduled work and spent in negotiations shall be computed as time worked for payroll purposes.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.
2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and their Division Administrator.
3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. The Immediate Supervisor will, upon request of an employee, discuss the employee's complaint with them at a mutually satisfactory time. The Association agrees to encourage an employee who files a formal written grievance, to state

clearly and concisely the specific action(s) being grieved, article(s) violated, and the specific remedy requested.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process their grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. General Provisions

1. An employee involved in the processing of their grievance may do so without loss of compensation provided that they accomplish all phases of preparation and presentation in a reasonable and expeditious manner.
2. An employee has the right to the assistance of a representative in the preparation of their written grievance, and to represent them in formal grievance meetings. Subject to mutual agreement, considering the nature and complexity of the grievance, the employee may have additional representative(s).
3. A County employee selected as a representative in a grievance is required to obtain the permission of their immediate supervisor to be absent from their duties to attend a grievance meeting. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County for any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 38.
4. If the employee elects to be represented by any person in a formal grievance meeting, the department may designate a management representative to be present at such meeting.
5. An employee may present their grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and

Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose their rights because of Management imposed limitations in scheduling meetings.

6. The Program Managers Association has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms of this MOU.
7. If a Program Manager Association representative elects to attend any formal grievance meeting, they must inform departmental management prior to such meeting. The department may also designate a management representative to be present at such meeting.
8. Bargaining Unit members who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses and attend formal grievance hearings on paid County time.

Section 6. Procedures

1. Step 1.

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from knowledge of such occurrence, an employee shall file a formal written grievance. A departmental grievance form shall be completed by the employee stating the nature of the

grievance and the remedy requested from their departmental management. The employee shall submit the grievance to their Immediate Supervisor.

- B. Within ten (10) business days of the receipt of grievance, the Immediate Supervisor shall arrange a mutually acceptable date to meet. The DA shall meet with the parties involved and give a written decision to the employee using the original copy of the grievance.

2. Step 2.

- A. Within ten (10) business days from receipt of the Immediate Supervisor's written decision, the employee may appeal to the next higher level Manager. The next higher level Manager shall discuss the grievance with the Immediate Supervisor and the concerned employee before they reach a decision.
- B. Within ten (10) business days from receipt of the grievance, the next higher level Manager shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. If the employee is represented by the Association, a copy of the decision will be given to the Association Representative.

3. Step 3.

- A. Within ten (10) business days from receipt of the decision resulting from the Step 2, or if Step 2 is waived, the employee may appeal to the Department Head or their designee. A designee for the purposes of this section shall not be an employee from the Human Resources or Employee Relations section.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or their designee, who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision within ten (10) days of holding the meeting. However, the Department Head or their designee is not limited to denying a grievance for the reasons stated at any previous level in the procedure. If the employee is represented by the Association, a copy of the decision will be given to the Association Representative.
- C. If the Department Head or their designee fails to give a decision within the specified time limit, the Program Managers Association shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or their designee shall be final.

Section 7. Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision from the Department Head or their designee, the Program Managers Association may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
 - C. The interpretation, application, merits, or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Association within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event the Program Managers Association desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint them pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list.

The party to strike the first name will be determined by chance. The parties shall alternately strike one name each from the panel and the last name left shall be appointed as the arbitrator in the case by the Employee Relations Commission. Arbitration procedures conducted under the authority of this article shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Program Managers Association shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Program Managers Association cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own

submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Program Managers Association. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Program Managers Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Leaves of Absence

ARTICLE 10 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 9, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 9, Section 7, can be submitted to grievance mediation. Both the Program Managers Association and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the Third Level of the grievance procedure and by mutual agreement, either Management or the Program Managers Association may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by outside Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, the Program Managers Association, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 11 GRIEVANCES – GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Program Managers Association and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where the Program Managers Association has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, the Program Managers Association may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter, with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence, and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, the Program Managers Association shall have the right to meet

with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or their authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to the Program Managers Association in writing, setting forth Management's decision and reasons thereof.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 7, Subsection 2 of Article 9, the disagreement may be submitted to arbitration in accordance with the provisions of Section 7 of Article 9 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 9 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 9 thereof.

ARTICLE 12 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 7, Arbitration, of Article 9, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review

by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

A. The arbitrator will be compensated at the contracted flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

B. The parties agree that 1) no stenographic record of the hearing will be made; 2) there will be no representation by counsel except for in-house staff counsel; and 3) there will be no post hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of their selection and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.

6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Association. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Leaves of Absence

ARTICLE 13 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

It is agreed that the Program Managers Association dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with the Association a written authorization requesting that such deductions can be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Program Managers Association by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in this unit who have authorized the Program Managers Association dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided however, that any employee in the unit may terminate such dues deduction during the period of December 1 through December 15, of each year by notifying the Program Managers Association. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name, and the name of the association from which dues deductions are to be cancelled. The Program Managers Association will provide the County's Auditor-Controller with

the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an agreement with the Program Managers Association and that all employees subject to the Memorandum of Understanding.

The effective date of deducting PMA dues shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 4. Indemnification Clause

The Program Managers Association agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 14 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, effect work furloughs or any other alternatives because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted, provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 15 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

This Article is not intended to negate or eliminate past practice as a factor in establishing practice between the parties.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this article.

Section 2

It is understood and agreed that the provisions of this section are intended to apply only to matters which are specifically covered in this agreement.

It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the unit. Where Management finds it necessary to make such change, it shall notify the Program Managers Association indicating the proposed change prior to implementation. Where such change would be material, substantial, and

significant; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance; and where the Association requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

Any agreement resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event that negotiations on the proposed change are undertaken any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3

Consistent with Government Code 3504.5, nothing herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify the Association of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4

Where Management makes any changes in the working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of

compliance is specified by law. Management will be required to meet and consult with the Association over any such change.

Section 5

The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 16 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal laws, including the Americans with Disabilities Act, State and County laws and regulations, the Charter of the County of Los Angeles and any lawful rules and regulations enacted by the County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or County laws, rules and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 17 EMPLOYEE LISTS AND VACANCY NOTICES

Employee Lists

CSSD shall electronically provide the Program Managers Association President with a list of new employees promoted into this bargaining unit within 10 days of the promotion. The list will include employee name, home address, phone number (if known), employee number, and division assignment.

Vacancy Notices

Vacancies shall be posted according to CSSD procedures. The Program Managers Association will be informed regarding the method of access to the vacancy listing.

ARTICLE 19 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this represented unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Association of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Association to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement.

Management acknowledges an obligation to negotiate the impact on wages, hours, and working conditions of the employees in this bargaining unit insofar, as such subjects have not already been negotiated.

ARTICLE 20 PERSONNEL FILES

An employee, or their certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note their refusal on the copy to be filed along with the supervisor's signature, and the signatory of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee files a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted.

Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve a violation of a specific provision of this agreement.

Management agrees that no properly used and approved leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on, or attached to, such forms.

Upon reviewing their personnel file, an employee may request and have any written warnings or reprimand(s) issued more than one (1) year prior to the date of the request removed from their personnel file except as such may be a part of an official permanent record.

Section 1 – Investigations

If the Department initiates an investigation against an employee, the Department will inform them in advance of their initial investigative interview by way of Notice of Investigation (NOI). The NOI shall include the nature of any charge being investigated.

After the initial investigative interview, the employee may request a copy of the complaint filed against the employee.

Upon termination of the investigation, the employee will be informed as to whether the charges at issue in the investigation were substantiated by way of a Letter of Determination. Employees may request duplicate copies of the letters listed in this article at any time. The employee may also request that the Department provide any non-privileged documents or written statements used by the Department in making its determination whether to substantiate the charges at issue in the investigation. For materials that implicate individual privacy rights or confidentiality concerns, the Department will confer with the Association regarding how to best accommodate

the request. The Department will provide such information after the completion of the investigation, regardless of whether the charges against the employee were substantiated.

No non-related work material shall be introduced into the file.

Nothing in this subsection shall be construed as a waiver by the Association to access to information or documents that would otherwise be available under the Meyers-Milias-Brown Act (MMBA) or the County's Employee Relations Ordinance. The reference to these statutes and codes in this provision does not create an additional grievance or arbitration right for alleged violations thereof.

Section 2 – California Labor Code Section 1198.5

Nothing in this Article is intended to conflict with or waive the rights of any employee pursuant to California Labor Code Section 1198.5.

ARTICLE 21 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents them from performing the duties of their position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules, applicable Federal and State law, as well as such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents them from performing the duties of their position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which they are otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- C. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 5. Jury Duty and Witness Leave

Any person holding a permanent position ordered to serve on a jury shall be entitled to their regular pay provided the employee deposits their fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 6. Bereavement Leave

The provisions of Los Angeles County Code Section 6.20.080(A) regarding Bereavement Leave shall apply to the employees in Bargaining Unit 804.

Section 7. Military Leave

The provisions of Los Angeles County Code Section 6.20.080(C) and applicable law, shall apply to employees in Bargaining Unit 804.

ARTICLE 22 EMPLOYEE PAYCHECK ERRORS

A. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.

2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor- Controller. Such recovery shall not exceed 15% per month of disposable earnings (as defined by State law), except, however, that a mutually agreed- upon acceleration provision may permit faster recovery.

ARTICLE 23 EMPLOYEE PARKING

Management will continue to make every reasonable effort to provide safe, sufficient, and free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

The County shall provide the Traffic Mitigation Allowance of \$70.00 per month to each eligible employee consistent with the Los Angeles County Ordinance section 5.42.040. This MOU provision is intended to mirror the requirements and benefits reflected in the above-mentioned code section. Changes to section 5.42.040 will not require independent negotiations under this MOU.

ARTICLE 24 HEALTH AND SAFETY

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment that promotes health and safety. Employees are responsible for performing each work assignment in the safest manner possible. The success of the CSSD Safety Program depends upon compliance with safety regulations. Failure to adhere to any policies and procedures enumerated in any of Health and Safety sections or the CSSD Safety Program may be subject to discipline.

The Program Managers Association will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through PMA representatives to the local facility safety officer or the departmental safety officer, if there is no local safety officer.

On any matter of safety that is not resolved by the safety officer within a reasonable period of time, a PMA representative may meet with the safety officer who will respond in writing. If the representative does not receive a response from the safety officer within a reasonable time, the representative may reach out to CSSD Risk Management to engage

in further collaboration with the safety officers. In urgent matters, CSSD will make every effort to expedite such matters for swift resolution.

If the PMA representative is not satisfied with the response of the safety officer, the President or PMA's consultant, may request a meeting between Management and the Association.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will maintain first aid kits at all work facilities.

Section 3. Safety Procedures

- A. Safety standards shall be developed and consulted at the time that leases are reviewed for CSSD worksites.

- B. Designated emergency exits will be in compliance with applicable County, Cal OSHA, and Fire Marshall requirements.

- C. An annual earthquake and an annual evacuation drill shall be conducted at all CSSD facilities for all worksite staff. The Program Managers Association shall be notified within 30 days after the execution of the drills.

- D. Management will install and maintain panic buzzers in interview rooms at CSSD facilities.

- E. Program Managers will be informed of threats as necessary and appropriate.
- F. Program Managers will upon assignment to a new work location be provided in writing with emergency evacuation procedures within five (5) days of their arrival to the new work location.
- G. Security guards shall be provided with the authority to restrain, detain, and remove individuals at Public Contact CSSD facilities.

ARTICLE 25 JOINT LABOR MANAGEMENT COMMITTEE

Upon adoption of a Memorandum of Understanding by the Board of Supervisors, the parties agree to establish a Joint Labor-Management committee to consult in accordance with the Employee Relations Ordinance.

The Association may select up to six (6) members of the bargaining unit as representatives to the Committee.

The committee shall have authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations ordinance and the Public Records Act.

ARTICLE 26 SALARIES

Section 1.

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in Unit 804 effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
1618	PROGRAM MANAGER,CHILD SUPPORT SERVS	10/01/2024	NMO	106K	7586.91	10224.00

Should any other bargaining unit negotiate better cost-of-living allowances (COLAs) during the course of the 2023 – 2025 bargaining cycle, Bargaining Unit 804 will be afforded the same COLAs on the same terms and conditions.

For purposes of this provision, COLAs are understood to mean only the 5.5%, 3.25%, and 3.25% salary increases scheduled on October 1 of the years in this cycle. This provision does not extend to any other payments, bonuses, adjustments, or economic incentives.

Section 2.

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age, or national origin.

Section 3. Step Advances

A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's Department Head. The Performance Evaluation shall be filed at least one (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.

B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due. Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request their Department Head in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.

C. Grievances arising out of this section shall be processed as follows:

1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Director of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed

competent, and the step advance shall be processed within thirty (30) days effective to their step anniversary date.

2. Where the Department Head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to their step advance anniversary date.

3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or their designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service Rules.

D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impact the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Program Managers Association may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4. Longevity Bonus

Should any other bargaining unit negotiate a new longevity bonus during the course of the 2023 – 2025 bargaining cycle, Bargaining Unit 804 will be afforded the same benefit on the same terms and conditions.

ARTICLE 27 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, the County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than the County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of their employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in the County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption or actual malice, or where the provision of such defense would create a conflict of interest between the County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in said Government Code.

ARTICLE 28 EMPLOYEE BENEFITSSection 1.

It is the intent of the parties that during the term of this agreement permanent employees in the Bargaining Unit in the job classification of Program Manager, shall continue to receive all employee benefits they currently have, on the same basis and level of benefit, subsidy or otherwise, as that provided currently for non-represented employees and as more fully set forth in the Los Angeles County Code, for non-represented employees, including but not limited to the following employee benefits:

- Mega-Flex and the Flexible Benefit Programs
- Holidays
- Sick Leave
- Bereavement Leave
- Deferred Compensation Plan
- Savings Plan
- Life Insurance
- Vacation
- Leave Donation
- Retirement
- Mileage
- Bilingual Bonus

Section 2.

The County shall not discriminate against non-represented employees upon certification of a bargaining unit; class accretion, promotion, reclassification or transfer, into the bargaining unit or otherwise restrict participation in any of the employee benefits set forth above including the Flex/Mega-Flex Program, deferred compensation, savings plan or other employee benefit programs, as currently provided to non-represented employees, on the basis of the exercise of their bargaining rights as provided for in California Government Code Section 3500-3511.

Section 3.

It is the intent of the parties that during the term of the agreement any new employees hired, promoted, or transferred to the classification of Program Manager, shall be entitled to the same employee benefits and on the same level and subject to the same conditions, as that provided for employees currently in the bargaining unit.

Section 4.

It is intent of the parties' that the exclusive management, control and administration of the Flex/Mega-Flex, Deferred Compensation (457), and Savings Plan (401k) shall be at the sole discretion of the County. Any and all current or future changes, modification or termination of the Flex/Mega-Flex, Deferred Compensation, or Savings Plan, is at the sole discretion of County Management, as directed by the Board of Supervisors, subject to the County meeting and consulting with the Program Managers Association prior to

implementing any said changes or termination of the Flex/Mega-Flex, Deferred Compensation, and Savings Plans.

Any and all future changes the County makes to the Flex/Mega-Flex, Deferred Compensation, and Savings Plan for non-represented employees, including contributions, plan design, and benefit changes shall be extended to and shall become a part of this Agreement and made applicable to employees in this Bargaining Unit.

Section 5.

It is the intent of the parties that the County will continue to exercise its sole discretion to manage, administer and control the employee benefit programs enumerated in this Article for employees in this Unit, on the same basis and subject to the same conditions as provided for non-represented employees.

It is the intent of the parties that the provisions of this Article shall not be subject to the Grievance Procedure (Article 9) and is expressly excluded from Arbitration (Article 9, Section 7).

ARTICLE 30 WORK SCHEDULES

Section 1. Work Week

The work week for employees in this Unit is forty (40) hours of work in a seven (7) consecutive day period as defined by Management. A typical work week is Monday through Friday for this unit. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a work day or work week as defined by the Los Angeles County Code.

Section 2. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 3), employee's work schedules shall not be changed without written notice to the employees at least ten working days before the change is to be implemented.

PMs on a 4/40 or 9/80 alternate work schedule are not required to claim extra time to cover holidays that fall on a day other than their Regular Day off (RDO) or short day.

PMs are not required to claim leave time for absences less than full shift; however prior approval, which shall not be unreasonably denied, is required for absences during assigned work hours.

Time off requests submitted by PMs less than sixty days in advance of the requested leave date shall be approved (or denied) within ten (10) business days. When the requested leave date is within ten (10) business days, the approval (or denial) shall be made as soon as possible.

Division Administrators (or appropriate manager) who receive time off requests more than sixty days in advance of the requested leave date will promptly work with the employee to determine an appropriate response time and provide reason why they cannot approve (or deny) the request. It is understood by the parties that employees are not required to provide justification or details about the leave.

PMs who arrive late or have a need to leave early will use the Time Off Request Form to make such requests. PMs will record "0" hours requested time off, and, in the Notes section, make a notation of their arrival or departure time. No other information will be required.

Employees in this Unit, when working in the office, shall not be required to sign in at the beginning of their shift or sign out at the end of their shift in writing or electronically. This applies to all employees in the unit, including those on alternate work schedules.

Section 3. Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of

meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen incident requiring prompt action and is a crisis which is time limited.

Section 4. Alternate Work Schedule

The 4/40 and 9/80 program are a benefit offered by the Department. Participation in the program is a privilege, not a right. Individual employee participation is subject to the needs of the Department and is at the discretion of management. Employees participating in the 4/40 or 9/80 Program shall be subject to the Department's Work Schedules agreement within the CSSD attendance policy.

Employees in this unit may request to participate in a 4/40 or 9/80 work schedule. If denied, management will respond to the employee's request within 15 calendar days with an explanation of the denial.

Section 5. Telework

Teleworking is an option that management may choose to make available to qualified employees when a mutually beneficial situation exists. It is not a universal employee benefit. Employees participating in the telework program shall be subject to the Department's Telework policy.

Employees of this unit will be deemed equitably eligible to participate in the telework program as Management determines that they can effectively telework because of their skills, work assignment, experience, prior performance, or the needs of the department. Management will respond to employees' requests to telework within 15 calendar days and if denied, management will provide an explanation of the denial.

Employees of this unit will not be required to sign in or out electronically for meal breaks while teleworking, however they will be required to electronically sign in at the beginning of the workday and sign out at the end of the workday.

While teleworking, employees holding the title of Program Manager will continue to sign in electronically at the beginning and end of their workdays, consistent with County Code and the Interpretative Manual. The County acknowledges that the employees in this bargaining unit are "exempt, salary basis" employees under the FLSA and County Code and their timekeeping and compensation will be determined by the policies written for such employees.

This MOU provision is not intended to conflict with any guidelines or rules for teleworking laid out by any countywide policies regarding telework. Should the Department need to adjust anything contained herein based on Countywide policy, the Association shall be notified and offered an opportunity to consult regarding the proposed change.

ARTICLE 31 ALTERNATIVES TO LAYOFFSSection 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the April 4, and June 21, 1995, Board Policies on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) Discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) Take other action appropriate to mitigate the adverse impact of workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions, the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and department Management shall implement a program which will match employees scheduled to be laid off with departments which are hiring workers.

Section 3. Enhanced Voluntary Time-Off

In order to further mitigate the adverse impact of workforce reductions, the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-Off program with operating departments.

Section 4. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible, the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 32 EMPLOYEE ORGANIZATION LEAVE

The Program Managers Association may not have more than one (1) employee in the Unit on leave of absence to accept employment with the Association. These leaves are subject to Civil Service Rules. The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Association business as it is related to County functions.

The Program Managers Association may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs.

The leave shall be without County pay or benefits of any kind. The employee shall however remain on the County payroll and the Association will reimburse for the cost of pay and benefits.

ARTICLE 33 REPRESENTATION AND WORK ACCESS

Section 1. PMA Representative

Authorized PMA representatives or consultants may be given access to work locations during business hours for the purpose of investigating and processing grievances, observing working conditions, posting bulletin boards, and meeting with employees while they are taking a break from their work duties. The Program Managers Association agrees that its representatives will not interfere with operations of a department or any facility thereof.

Section 2. Work Access

A PMA representative desiring access to a work location hereunder shall state the purpose of their visit and request the Department Head's or their designee's authorization within a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice.

The Program Managers Association shall give to the Department Head and the Chief Executive Officer of the County of Los Angeles, a written list of all of its authorized representatives, which list shall be kept current by PMA. Access to work locations will only be granted to representatives on the current list.

Section 3. Use of County Facilities

The Association may use County facilities, with prior approval, for the purpose of holding meetings to the extent that such facilities can be made available and to the extent that the use of a facility will not interfere with departmental operations.

Section 4. New Employee Association Introduction (NEAI)

The Department shall provide the following information available to them on file to the Association for each employee promoted to the Program Manager classification within thirty (30) days of promotion:

Name;

Work location;

Work, home, and personal cell phone number(s) on file;

Personal email address on file; and

Home address

In accordance with CA AB-119, Program Managers Association representatives may arrange to meet with new employees to the unit on County time for the sole purpose of providing employees information regarding Association membership.

Within sixty (60) days of an employee's promotion to the Program Manager classification, the Department shall afford the Association President, or their designee the opportunity to meet with each newly promoted employee privately, for no more than sixty (60)

minutes, in order for the Association to communicate with the new PMs. This meeting shall occur on County time in a place and manner so as to minimally disrupt the workflow.

The NEAI is considered a separate meeting from the New Program Manager Orientation. The time allotted for the NEAI may occur in conjunction with the New PM Orientation for efficiency purposes.

ARTICLE 34 SPECIAL PAY PRACTICES

Section 1. Assignment of Additional Responsibilities

Employees within this bargaining unit who meet the conditions enumerated in Section 6.10.073 of the County Code shall receive additional responsibilities pay as specified in that section of the code.

Section 2. Bilingual Bonus

Employees within this bargaining unit who meet the conditions enumerated in Section 6.10.140 of the County Code shall receive bilingual pay as specified in that section of the code.

Section 3. Out-of-Class Assignments

Employees within this bargaining unit who meet the conditions enumerated in Section 6.10.040 of the County Code shall receive out-of-class assignment bonus as specified in that section of the code.

Section 4. Education/Continued Education Payment

Unit members with higher education degrees shall receive a one-time payment per the following:

Unit members who possess a bachelor's degree from an accredited college shall be entitled to receive a \$1,000 payment. Unit members who possess a master's degree, or higher, from an accredited college graduate program shall be entitled to receive a \$500 payment.

Each unit member is entitled to only one such payment (for example, an employee who possesses two bachelor's degrees cannot receive more than one \$1,000 payment; similarly, a unit member who possesses both a bachelor's and a master's degree, or higher, will only receive a \$1,500 payment).

This payment will be made available following the submission of this payment concept to LACERA for a pension ability review and the completion of such review. In order to receive the bonus, Bargaining Unit members must submit official transcripts from their accredited institutions to the Department.

Any unit member who received an education bonus in another CSSD bargaining unit will not be eligible for the payments outlined above, unless the member attains an additional degree after receiving that bonus in another CSSD bargaining unit. Total payments under this provision (or similar provisions in other MOUs) shall not exceed \$1,500 during the course of the member's employment.

ARTICLE 35 COMPENSATORY TIME

Program Managers are exempt employees and thus are not eligible to receive additional compensation for hours worked in excess of 40 in the workweek. The only exception is when a full additional shift or regular day off (RDO) for a 4/40 or 9/80 participant is authorized and worked. There is a maximum accrual of twenty full days or 160 hours of such compensatory time on a straight time basis at any given time.

PMs shall accrue compensatory overtime, according to the "Full/Day CTO Method", only when a substantial full shift (five hours or more) of work has been performed beyond the regularly scheduled workday. The accumulated overtime can only be taken in 8-hour increments.

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision; however, Management may consider special skills required to perform particular work.

PMs on a 4/40 or 9/80 alternate work schedule are not required to claim extra time to cover holidays that fall on a day other than their Regular Day Off (RDO) or short day.

ARTICLE 36 PROFESSIONAL DEVELOPMENT AND TRAINING

Management and the Program Managers Association recognize the importance of training and career development for employees within the unit.

Section 1. Technological Change

As new technology is introduced in the work environment and is required to be used by specific employees, management will make reasonable efforts to train the affected employees in the technology.

Section 2. Training Opportunities

An employee in the unit may request to participate in educational programs, symposiums, seminars, conferences, and meetings that would lead to an increase in skills, knowledge, and understanding of the employee's current job assignment. Employee training request for County time to attend such programs shall be subject to Management approval; however, all employees shall have equal access to training opportunities.

Section 3. Training Upon Transfer

When an employee in the unit is transferred to a new assignment within the department, the employee will be offered training on the new assignment.

Section 4. In-Service Cross Training

In-Service Cross-training will be provided as necessary based on the business needs of the department.

ARTICLE 37 TRANSFERS

Section 1. Acknowledgement

This article shall not prohibit management from assigning, transferring, or promoting employees according to business needs and Civil Service Rules.

Section 2. Voluntary Transfers

Voluntary transfers shall be granted in accordance with the Department's Personnel Policy on Transfers. When vacancies occur the CSSD Transfer List will be reviewed prior to filling vacancies. The Program Managers Association President (or designee) shall receive notice of all transfers within five (5) days after approval by management.

The department's Transfer Policy will allow for only one voluntary transfer choice to PMs.

Section 3. Involuntary Transfers

Management shall provide employees with a 10-day notice prior to the effective date of any involuntary transfer, except in case of an emergency.

If employees are involuntarily transferred to a location that is not in their choosing, they will remain on the voluntary transfer list. There shall be no waiting period for an employee that is involuntarily transferred to submit a voluntary transfer request.

Section 4. Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen happening requiring prompt action and is a crisis which is time limited.

Section 5. Hardship Transfers

Employees who demonstrate a hardship situation will be allowed to submit their petitions by attaching their hardship information to the transfer request. Hardship transfers will be reviewed by the Human Resources Division to determine the urgency of the request, if any, and the employees will be notified once a decision is made, however, PM/CSSD transfer list will not be bypassed solely on the basis of a hardship transfer request; barring an ADA or FMLA required accommodation.

Section 6. Effect on Alternate Work Schedules

When an employee with an Alternate Work Schedule transfers, reasonable effort will be made to allow the employee to keep their existing Regular Day Off (RDO). However, participation in – and scheduling of – an Alternate Work Schedule remains at the discretion of the Department pursuant to Article 28, Section 4 of this MOU.

ARTICLE 38 PROGRAM MANAGERS ASSOCIATION STEWARDS AND
OFFICERS

Section 1.

It is agreed and understood by the parties of this Memorandum of Understanding that there shall be a reasonable number of PMA stewards per CSSD facility for this unit. Only an employee who has passed their initial probation period and who Management has designated to be a permanent employee shall be eligible for appointment as a steward.

Section 2.

The Program Managers Association shall provide to management a written list of the names of employees selected as stewards/officers, which list shall be kept current by the Association.

Section 3.

PMA agrees, whenever investigating or processing of formal grievances and/or disciplinary actions initiated by the department are to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Stewards/Officers, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform them of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the steward/officer will be informed when time will be made available.

Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays after the time of the steward/officer's request, unless otherwise mutually agreed to.

Prior to entering other work locations, the steward/officer shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted to the employee involved, unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward/officer will be informed when the employee will be made available.

Section 4.

Management agrees a steward/officer will not be discriminated against.

Section 5.

The Association President (or their designee) shall be afforded reasonable time off without loss of pay to perform the responsibilities of their position.

In the event that the Association President chooses to designate another official for a specific task (e.g., a grievance hearing), the Association President or their Consultant will notify the County of the designee and the expected time needed for completion of the task.

ARTICLE 39 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppage, strikes, slowdowns, or picketing shall be caused or sanctioned by the Association, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Association fails to exercise good faith in halting the work interruption, the Association and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

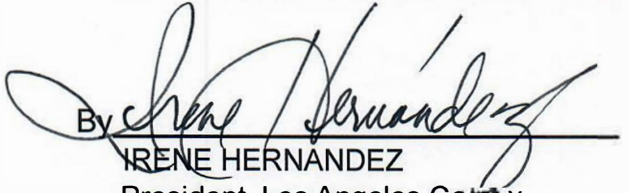
ARTICLE 40 BULLETIN BOARDS

Management agrees to furnish a dedicated bulletin board space to the Program Managers Association, the size and location to be jointly determined by Departmental Management and the Program Managers Association. The boards shall be used only for posting the following information:

1. Association recreational, social, and related news bulletins;
2. Association meetings;
3. Information concerning Association elections and their results;
4. Information concerning insurance and any other benefits offered to members by the Association;
5. Reports of official business of the Association, including reports of committees or the Board of Directors; and
6. Any other written material which has first been approved by the department, which approval shall not be unreasonably denied. Bulletins requiring departmental approval shall be submitted by the Association to the department's Human Resource Manager or their designee. The manager or designee shall approve or deny posting within three business days.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

LOS ANGELES COUNTY
PROGRAM MANAGERS ASSOCIATION, CSSD

By 
IRENE HERNANDEZ
President, Los Angeles County
Program Managers Association, CSSD

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
FESIA A. DAVENPORT
Chief Executive Officer

By 

TRIS CARPENTER
Consultant,
California Labor Strategies