



L.A. Care
HEALTH PLAN[®]

For All of L.A.

BOARD OF GOVERNORS

Executive Committee Meeting

May 22, 2024 • 2:00 PM

L.A. Care Health Plan

1055 W. 7th Street, Los Angeles, CA 90017



AGENDA
Executive Committee Meeting
Board of Governors

DRAFT

Wednesday, May 22, 2024, 2:00 P.M.
L.A. Care Health Plan, 1055 West 7th Street, Conference Room 100, 1st Floor
Los Angeles, CA 90017

Members of the Committee, staff and the public can attend the meeting in person at the address listed above. Public comment can be made live and in person at the meeting. A form will be available at the meeting to submit public comment.

To listen to the meeting via videoconference please register by using the link below:
<https://lacare.webex.com/lacare/j.php?MTID=mf509e63ac155527d8ec2a1255eead4c5>

To listen to the meeting via teleconference please dial: +1-213-306-3065
Meeting Number: 2480 636 0542 Password: lacare

For those not attending the meeting in person, public comments on Agenda items can be submitted prior to the start of the meeting in writing by e-mail to BoardServices@lacare.org, or by sending a text or voicemail to (213) 628-6420. Due to time constraints, we are not able to transcribe and read public comment received by voice mail during the meeting. Public comment submitted by voice messages after the start of the meeting will be included in writing at the end of the meeting minutes.

The purpose of public comment is an opportunity for members of the public to inform the governing body about their views. The Committee appreciates hearing the input as it considers the business on the Agenda. All public comments submitted will be read for up to 3 minutes during the meeting. The process for public comment is evolving and may change at future meetings. We thank you for your patience.

All votes in a teleconferenced meeting shall be conducted by roll call.

If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act (ADA) please contact L.A. Care Board Services staff prior to the meeting for assistance by text to 213 628-6420 or by email to BoardServices@lacare.org.

Welcome

Alvaro Ballesteros, MBA
Chair

- 1. Approve today’s Agenda *Chair*
- 2. Public Comment *(Please read instructions above.)* *Chair*
- 3. Approve the April 24, 2024 Meeting Minutes **P.5** *Chair*
- 4. Chairperson’s Report *Chair*
- 5. Chief Executive Officer Report

John Baackes
Chief Executive Officer
Cherie Compartore
Senior Directors, Government Affairs

- Government Affairs Update

Committee Issues

- 6. Approve Revisions to Human Resources Policies: **(EXE A) P.19** Terry Brown
Chief Human Resources Officer
 - HR-112 (Leave of Absence)
 - HR-125 (Sick Leave for Per Diem, Part-Time, and Non-Regular Employees)
 - HR-301 (Background Checks)
 - HR-312 (Recruitment)

7. Proposal for Meeting State Requirements for Community Advisory Committees (CAC), Approval of motion to begin 30-day posting of revised CAC Operating Rules **(EXE 100)** P.63
8. Approve the list of items that will be considered on a Consent Agenda for June 6, 2024 Board of Governors Meeting. *Chair*
 - May 2, 2024 meeting minutes
 - Quarterly Investment Report
9. Public Comment on Closed Session Items *(Please read instructions above.)* *Chair*

ADJOURN TO CLOSED SESSION (Est. time: 60 mins.)

Chair

10. REPORT INVOLVING TRADE SECRET
Pursuant to Welfare and Institutions Code Section 14087.38(n)
Discussion Concerning New Service, Program, Technology, Business Plan
Estimated date of public disclosure: *May 2026*
11. CONTRACT RATES
Pursuant to Welfare and Institutions Code Section 14087.38(m)
 - Plan Partner Rates
 - Provider Rates
 - DHCS Rates
12. THREAT TO PUBLIC SERVICES OR FACILITIES
Government Code Section 54957
Consultation with: Tom MacDougall, Chief Information & Technology Officer and Gene Magerr, Chief Information Security Officer
13. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Section 54956.9(d)(2) of Ralph M. Brown Act: Three Potential Cases
14. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Pursuant to Section 54956.9(d)(1) of the Ralph M. Brown Act
L.A. Care Health Plan’s Notice of Contract Dispute under Contract No. 04-36069
Department of Health Care Services (Case No. Unavailable)
15. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Pursuant to Section 54956.9(d)(1) of the Ralph M. Brown Act
 - Department of Managed Health Care Enforcement Matter Numbers: 18-799, 20-063, 21-428, 21-509, 21-680
 - Department of Health Care Services, Office of Administrative Hearings and Appeals, In the matter of: L.A. Care Health Care Plan Appeal No. MCP22-0322-559-MF
16. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Section 54956.9(d)(1) of the Ralph M. Brown Act
Jones v. L.A. Care Health Plan, L.A. Superior Court Case No. 23STCV04081
17. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, PUBLIC EMPLOYMENT and CONFERENCE WITH LABOR NEGOTIATOR
Sections 54957 and 54957.6 of the Ralph M. Brown Act
Title: Chief Executive Officer
Agency Designated Representative: Alvaro Ballesteros, MBA

DRAFT

Unrepresented Employee: John Baackes

RECONVENE IN OPEN SESSION

ADJOURNMENT

Chair

The next Executive Committee meeting is scheduled on Wednesday, June 26, 2024 at 2:00 p.m. and may be conducted as a teleconference meeting.

The order of items appearing on the agenda may change during the meeting.

THE PUBLIC MAY SUBMIT COMMENTS TO THE EXECUTIVE COMMITTEE BEFORE DISCUSSION OF EACH ITEM LISTED ON THE AGENDA BY SUBMITTING THE COMMENT IN WRITING BY TEXT MESSAGE TO 213 628 6420, OR IN WRITING BY EMAIL TO BoardServices@lacare.org. Please follow additional instructions on the first page of this Agenda.

ACTION MAY NOT BE TAKEN ON ANY MATTER RAISED DURING THE PUBLIC COMMENT PERIODS UNTIL THE MATTER IS SPECIFICALLY LISTED ON A FUTURE AGENDA, according to California Govt Code Section 54954.2 (a)(3) and Section 54954.3.

NOTE: THE EXECUTIVE COMMITTEE CURRENTLY MEETS ON THE FOURTH TUESDAY OF MOST MONTHS AT 2:00 P.M. AGENDA and PRINTED MEETING MATERIALS ARE AVAILABLE FOR INSPECTION AT <http://www.lacare.org/about-us/public-meetings/board-meetings> and by email request to BoardServices@lacare.org

Any documents distributed to a majority of the Board Members regarding any agenda item for an open session after the agenda has been posted will be available for public inspection at 1055 W. 7th Street, Los Angeles, CA, in the reception area in the main lobby or at <http://www.lacare.org/about-us/public-meetings/board-meetings> and can be requested by email to BoardServices@lacare.org.

An audio recording of the meeting is made to assist in writing the minutes and is retained for 30 days.

Meetings are accessible to people with disabilities. Individuals who may require any accommodations (alternative formats - i.e., large print, audio, translation of meeting materials, interpretation, etc.) to participate in this meeting and wish to request an alternative format for the agenda, meeting notice, and meeting packet may contact L.A. Care's Board Services Department at (213) 628 6420. Notification at least one week before the meeting will enable us to make reasonable arrangements to ensure accessibility to the meetings and to the related materials.

BOARD OF GOVERNORS
Executive Committee

Meeting Minutes – April 24, 2024

1055 West 7th Street, 1st Floor, Los Angeles, CA 90017



L.A. Care
 HEALTH PLAN

Members

Alvaro Ballesteros, MBA, *Chairperson*
 Ilan Shapiro MD, MBA, FAAP, FACHE,
Vice Chairperson
 Stephanie Booth, MD, *Treasurer*
 John G. Raffoul, *Secretary*

Management/Staff

John Baackes, *Chief Executive Officer**
 Sameer Amin, MD, *Chief Medical Officer*
 Terry Brown, *Chief of Human Resources*
 Augustavia J. Haydel, Esq., *General Counsel*
 Todd Gower, *Interim Chief Compliance Officer*
 Linda Greenfeld, *Chief Products Officer*

Alex Li, MD, *Chief Health Equity Officer*
 Tom MacDougall, *Chief Technology & Information Officer*
 Noah Paley, *Chief of Staff*
 Acacia Reed, *Chief Operating Officer*
 Afzal Shah, *Chief Financial Officer*

AGENDA ITEM/PRESENTER	MOTIONS / MAJOR DISCUSSIONS	ACTION TAKEN
CALL TO ORDER	Alvaro Ballesteros, <i>Chairperson</i> , called to order the regular meetings of the L.A. Care Executive Committee and the L.A. Care Joint Powers Authority Executive Committee regular meetings at 2:03 p.m. The meetings were held simultaneously. He welcomed everyone to the meetings. He provided information on how to submit comments in-person or electronically.	
APPROVE MEETING AGENDA	The Agenda for today’s meeting was approved.	Approved unanimously. 4 AYES (Ballesteros, Booth, Raffoul and Shapiro)
PUBLIC COMMENT	There were no public comments.	
APPROVE MEETING MINUTES	The minutes of the March 27, 2024 meeting were approved as amended.	Approved unanimously. 4 AYES
CHAIRPERSON’S REPORT	Chairperson Ballesteros commented on the Provider Recognition event. He complimented John Baackes, <i>Chief Executive Officer</i> , and the whole staff on a wonderful event. He was honored to be there and speak to the participants. Participants feel this event really uplifts them and their work; makes them feel that their work is important. Some of the organizations conduct innovative programs in the community that probably would not be recognized if not for L.A. Care and this event.	

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	<p>Mr. Baackes noted that the first Provider Recognition event took place in 2018. Providers told him then that the recognition was appreciated and that health plans usually communicated with them about needed improvements or asked them to provide more data. Providers felt it was refreshing to receive positive feedback about their work. This was also articulated in many of the comments during the event on May 23, 2024. The recognition is based on the provider quality scores for medical groups and individual physicians. Some of the medical groups are not big organizations, but are small practices that might only have one location with half a dozen doctors, but they are achieving measurable success in serving patients. L.A. Care recognized their achievements, and they really appreciated it. A pediatrician was awarded as an individual, and her daughter had won the prior year; a mother-daughter tag team. It was really great.</p> <p>Board Member Booth added that many of their accomplishments are because of L.A. Care's support.</p> <p>Chairperson Ballesteros commented on the whole community feel, with the Urban Voices choir performance, speaks to L.A. Care's deep understanding of the communities. L.A. Care pays attention to the groups that are dealing with the social determinants of health and thinking outside of the box to create a greater sense of health care and wellbeing. L.A. Care is different from other health plans in working with providers. That is quite significant and he appreciates being a part of this event.</p>	
CHIEF EXECUTIVE OFFICER REPORT	<p>Mr. Baackes thanked Chairperson Ballesteros for participating in the provider recognition event, and commented that it is another example about how much time he puts into his role as Chair.</p> <p>California Legislators are working on a horrible budget situation. L.A. Care is monitoring the potential impact on the Medi-Cal program. It was evident in the claw back of a portion of the 2023 rates, which was explained by actuarial analysis. A notice was issued about cancelling funding distribution for the housing supports in the California Advancing and Improving Medi-Cal (CalAIM) program. It is not known how much L.A. Care could have received. L.A. Care will continue to monitor developments related to the California Budget.</p> <p>Mr. Baackes noted that when the Managed Care Organization (MCO) tax was reestablished, it produced funding for 2024. Health plans have not received the funds nor any guidance about the distribution of that money. This is causing great concern</p>	

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	<p>among health care providers. Health plans are paying the tax on a quarterly basis. L.A. Care has paid. The distribution of the money in 2024 is tied to primary care, OBGYN and Behavioral Health, on specific Medicare billing codes at 87.5% of the Medicare fee schedule. The funding must be converted for health plans that pay capitated rates to the providers. It was recently agreed the funds will be paid in lump sums at the end of 2024. The release of funding was initially planned in stages during July, September and December. Health plans are urging distribution of the funds so the plans can then determine the process for distributing the funds among providers and under the contractual terms. Health plans have to attest that no money will go to anyone who is already being paid at 87.5% of the fee schedule. There is a lot of work to be done on this program. Plans agreed that in 2025, the funds will be paid in a more routine basis and not at the end of the year. Health plans are expecting guidance on the distribution by June. Providers are frequently asking about it. Mr. Baackes is meeting with a large provider group on Saturday to try to explain why the funds have not been distributed yet. It is a complicated situation, unfortunately, and L.A. Care and other plans will have to be in the position of explaining to hospitals and doctors about the delay and how funding will flow. It is creating a lot of frustration in the provider community.</p> <p>Board Member Booth commented that plans really do not know anything about how much will be distributed or the amount going to each provider. Mr. Baackes responded that for 2024, the funds will only be used for OBGYN, primary care or behavioral health, at 87.5%. A large portion of funds generated in the MCO tax in 2024 was put into California's General Fund. The MCO tax is estimated to produce \$19 billion over three and a half years. Of that, \$8 billion will go into the general fund, with \$11 billion left for Medi-Cal. Most of the \$8 billion will be placed in the general fund in the first year. Mr. Baackes noted that hospitals will start getting money in January for emergency room rates.</p> <p>Board Member Raffoul asked about the formula for that distribution. Mr. Baackes responded that plans have not been given the formula. Health plans have requested guidance for distributing the funds in December so it can be done correctly. Health plans also requested guidance by June 2024 for distributing the 2025 funds so plans can communicate with the providers.</p> <p>Board Member Raffoul commented that many providers receive capitated rates from health plans and may receive MCO tax funds in December. Mr. Baackes confirmed, and he noted that some providers may have received more than the 87.5% already.</p>	

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	<p>Health Plans must attest that no money is distributed to providers who already receive an amount at that threshold.</p> <p>Sameer Amin, MD, <i>Chief Medical Officer</i>, had an opportunity to meet with Hector Flores, MD and other providers a few weeks ago to discuss this exact issue. There were a number of providers participating who were relatively up in arms and very concerned about not having complete information. The major issue is how to align the distribution of funds for capitated providers. If plans do not have enough information, it will be very hard to do that on time and in an actuarially sound way. Plans are waiting for that guidance.</p> <p>Mr. Baackes reported health plans have been informed that the Hospital Quality Assurance Fee (HQAF) funds will be distributed to health plans at the end of May. Plans will coordinate a distribution plan with the California Hospital Association. L.A. Care has provided cash advances to hospitals upon request, and L.A. Care does not charge any interest on the advances. There will be up to \$356 million in the HQAF distribution and L.A. Care will recoup the advance payments when the money is distributed. He expects calls from hospitals asking for advances on the next payment. As discussed in a previous meeting, about half the funding in Medi-Cal is distributed through directed payments and the remainder from health plan reimbursement. Hospitals request advances on the directed payments to keep cash flowing. He noted that Centers for Medicare and Medicaid Services (CMS) has issued rules signaling that directed payments are not preferred. The directed payments come through a taxation model where the providers tax themselves, the taxes draw federal money and then the providers receive directed payments. It is a way for the state to avoid adding funds from the state budget. A major overhaul of the funding for Medicaid and Medicare would be needed to change the distribution model.</p> <p>Board Member Raffoul asked about the equity payment included in the MCO tax. Mr. Baackes responded that the equity payment is a \$200 million fund starting in 2025. L.A. Care collaborated with Health Net to suggest that the money is provided to the health plans in order to allow health plans to direct the funds to address position shortages or an equity issue. An example is the funding L.A. Care currently provides to clinics to recruit doctors and repay medical school student loans, with the goal of retaining providers in the safety net. Regulators responded that the money should not supplant current programs. Mr. Baackes noted that L.A. Care is paying for the program</p>	

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	from unassigned reserve funds. There has not been an announcement about the use of the equity payment funds.	
<ul style="list-style-type: none"> Government Affairs Update 	<p>Cherie Compartore, <i>Senior Director, Government Affairs</i>, reported that detail about the state budget will not be known until the May Revise. The reported tax revenue is lower, but there is time remaining.</p> <p>There have been many legislative hearings in Sacramento, and many bills have passed out of the respective legislative committees and will next be reviewed by the Appropriations Committee.</p> <p>She referenced the list of pending bills included in the meeting materials.</p> <p>She noted a bill not on the list. Senator Gonzalez reached out regarding SB 1253. The Senator had seen a digital billboard campaign emphasizing the importance of gun safety and gunlocks, which results from a public health collaboration between L.A. Care and Los Angeles County. The Senator invited support for SB 1253, which closes loopholes in gun safety laws, requires individuals that move into California from out of with guns to get a valid firearm safety certificate. SB 1253 also requires a firearms safety test for those who did not have to take the test under current law. In addition, SB 1253 will implement a requirement for periodic recertification for the firearm safety test. SB 1253 aligns with L.A. Care’s legislative and policy principles approved by the Board of Governors.</p> <p>Ms. Compartore noted that Legislators are noticing the billboard campaign supported by L.A. Care and Los Angeles County.</p> <p>Board Member Shapiro thanked her. Gun safety touches every child and every community member that L.A. Care serves. He suggested reaching out to the American Academy of Pediatrics (AAP) at the state level, or at least the local chapters. Right now Senator Gonzalez, Los Angeles County Medical Association (LACMA), and L.A. Care are leading efforts and AAP could enhance these efforts to improve gun safety.</p> <p>Ms. Compartore will check with the author of SB 1253 about reaching out to AAP. Dr. Amin agreed with checking with the Senator and offer to assist with AAP.</p>	
CHIEF FINANCIAL OFFICER REPORT	Jeffrey Ingram, <i>Deputy Chief Financial Officer</i> , reported on the February 2024 Financial Performance and the updated 4+8 Forecast. <i>(A copy of the report can be obtained by contacting Board Services.)</i>	

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<ul style="list-style-type: none"> Financial Report – February 2024 	<p><u>Membership</u> Actual membership is 2.6 million versus about 2.6 budgeted. Membership increased between January and February, driven by the expansion of eligibility for the undocumented ages 26 to 49 years.</p> <p><u>Consolidated Financial Performance</u> The month of February resulted in a surplus of \$23.5 million, \$11 million favorable to the forecast with Housing and Homelessness Incentive Program (HHIP) and Incentive Payment Program (IPP) funds excluded. This is 2.7% of total income. The surplus would be 1.6% without interest income.</p> <p>Where 2023 Medi-Cal rates were favorable, in 2024 there is pressure, likely to continue in the overall rate development as California has a large budget deficit. Interest income has been helping to support administrative expense and surplus revenue. As long as interest rates are elevated, the investment portfolio will continue to generate higher interest income. The month to date variances are the same as the year-to-date variances.</p> <p>Year to date (YTD), through February (five months of the fiscal year), there is a surplus of \$291 million, \$11.3 million favorable to the forecast and 6.5% of net income, which is abnormally high. Much of the favorability is from prior period adjustments. Without the interest income, the net income percentage drops down to 4.7%, showing the material impact of interest income.</p> <p>Revenue is unfavorable to forecast by \$10.6 million. The biggest driver is unfavorability in timing of the HHIP and IPP payments of \$17 million, offset by adjustments on the risk corridors related to the Enhanced Case Management (ECM), and Major Organ transplants (MOT) programs. Throughout the year, adjustments are made to risk corridors, which can be favorable or unfavorable, and this month, the adjustments are favorable.</p> <p>Healthcare costs are favorable to forecast \$24.5 million, driven primarily by favorability in capitation. This \$20 million favorability is due to a “miss” in the forecast, which will be carried forward unless an adjustment is made to the forecast before the end of the fiscal year. This is offset by a liability booked in the shared-risk true up related to challenges with overall claims inventory and the Change Healthcare event. The reduction in actual paid claims has a perceived higher shared risk pool payout. In a conservative approach, a higher liability was forecast in the month of February. As the</p>	

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	<p>claims inventory levels come down, there will be some favorability in the shared-risk payouts.</p> <p>For administrative expense, there is favorability of \$7.6 million, a result of the forecast. Last month, the forecast was revised for \$74 million above the original budget. This does not mean that the results in February are \$7.6 million over the new forecast, Instead, it is a reflection of the timing of the forecast allocations. As the year progresses, there will be favorability. The focus is on results at the end of the fiscal year. Financial results are pacing to forecast, but in the month of February, there is a blip in terms of favorability. Future planning cycles will provide opportunity to rectify this as the financial models are updated.</p> <p>Non-operating expense is unfavorable \$4.2 million, primarily driven by unrealized losses. The fluctuation of interest rates will be reflected as unrealized gains and losses.</p> <p><u>Operating Margin by Segment</u></p> <p>The overall MCR is 89.6 versus the forecast in 90.1% (excluding HHIP and IPP)</p> <ul style="list-style-type: none"> • Medi-Cal is just under 90%. • DSNP is 86.7% versus the forecast of 83.7%. The shared-risk adjustment affected DSNP and LACC. As the claims inventory comes down and the shared-risk liability is adjusted, the MCR's will true up to the forecast expectations. • LACC MCR is 81.85% versus a forecast of 78.4%. In addition to the shared-risk impact, the risk adjustment factor (RAF) was truedup in revenue, retroactive to calendar year rates in 2023. This resulted the RAF score moving from 0.70 to 0.66. The adjustment for CY 2023 and January and February 2024 were all booked in the month of February. At the start the fiscal year the dollar amounts are smaller for all the lines of business, and retroactive adjustments add variation to the MCR. On an adjusted basis, LACC is performing well for L.A. Care. • PASC MCR is 99.1% versus forecast of 99.7%. <p><u>Key Financial Ratios</u></p> <ul style="list-style-type: none"> • The administrative expense ratio reflects the timing of the 4+8 forecast. This is expected to become favorable as the year progresses. • Working Capital, Cash to Claims and Tangible Net Equity (TNE) are all favorable. <p>In the month of February, there will often be a carryover of balance for pass-through funds. L.A. Care received Private Hospital Directed Payment (PHDP) funds of \$373</p>	

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	<p>million that inflated the cash to claim ratio. Adjusting for that, the cash to claims would be 0.89, which is comparable to January at 0.87.</p> <p>Tangible Net Equity (TNE) is 864% of the required reserves, and represents 111 days of cash on hand. If the carryover balance referenced before is removed, the days of cash on hand would be closer to 99.</p> <p><u>Motion EXE 100.0424</u> To accept the Financial Reports for February 2024, as submitted.</p>	<p>Approved unanimously. 4 AYES</p>
<ul style="list-style-type: none"> Monthly Investment Transactions Reports – February 2024 	<p>Mr. Ingram referred Board Members to the investment transactions reports included in the meeting materials (<i>a copy of the report is available by contacting Board Services</i>). This report is to comply with the California Government Code as an informational item. L.A. Care's total investment market value as of February 29, 2024.</p> <ul style="list-style-type: none"> \$3.4 billion managed by Payden & Rygel and New England Asset Management (NEAM) \$35 million in Local Agency Investment Fund \$80 million in Los Angeles County Pooled Investment Fund \$125 million in BlackRock Liquidity T-Fund <p>Mr. Ingram noted that there is a new investment vehicle with \$125 Million in the BlackRock Liquidity T-Fund. Mr. Ingram complimented Jason Chen, <i>Senior Manager, Accounting Treasury</i>, for his work in locating this opportunity with elevated interest rates. This fund allows L.A. Care to sweep the daily operating account overnight into a black box liquidity fund, which is just investing in AAA treasuries. Throughout the year, if interest rates remain elevated, this may raise an extra \$3 million. Every night, funds in the operating account are swept into the liquidity fund and swept back the next morning. L.A. Care receives a higher interest rate overnight. He complimented Mr. Chen and his team for their work.</p>	
COMMITTEE ISSUES		
<p>To authorize a Letter of Credit from a financial institution for tenant improvements according the existing lease for 1200 W. 7th Street, Los Angeles</p>	<p>Mr. Ingram noted that in March, a motion was presented (FIN 104.0324) requesting delegated authority to enter into a contract in the amount of \$47 million for leasehold improvements at the 1200 W. 7th Street building. The lease requires L.A. Care to acquire a letter of credit and this motion will delegate authority to the CEO to acquire the letter of credit. Wells Fargo requires Board action for a letter of credit, which will</p>	

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	<p>unlock the \$24 million leasehold improvements paid by the landlord. The motion language is longer than normal, and is required by Wells Fargo.</p> <p><u>Motion EXE 101.0524</u> To approve L.A. Care (a) obtaining a letter of credit from a financial institution (such as Wells Fargo Bank, N.A.) to be delivered to the landlord of the Garland building for tenant improvements, as required per L.A. Care’s lease contract and (b) cash collateralizing the letter of credit by pledging \$22,727,390 in unrestricted cash to said financial institution in exchange for the letter of credit and depositing said cash with said financial institution.</p> <p>The Board of Governors have determined that pursuant to California Welfare & Institutions Code § 14087.9605 (b)(2)(d) and (c), L.A. Care is permitted to “contract for services required to meet its obligations” and to “acquire, possess, and dispose of real or personal property” and obtaining and securing the letter of credit in order to facilitate the Tenant Improvements will allow L.A. Care to meet its obligations. Additionally the Board of Governors have determined that it may “dispose” of its personal property by cash collateralizing the letter of credit. Further, pursuant to California Welfare & Institutions Code § 14087.9665 (a) L.A. Care may borrow or receive funds from any person or entity as necessary to cover development costs and other actual or projected obligations of the local initiative and the Board of Governors have determined that obtaining and securing the letter of credit in order to facilitate the Tenant Improvements is necessary to cover actual or projected obligations of L.A. Care. The Board of Governors have identified \$22,727,390 in unrestricted cash which may be used to cash collateralize the letter of credit by depositing said cash to a public funds interest bearing account with said financial institution providing such letter of credit.</p> <p>The Chief Financial Officer, the Deputy Chief Financial Officer, or person duly appointed in writing to act in the stead of such officer (collectively, the “Responsible Officers”), is hereby authorized and directed for and in the name of and on behalf of L.A. Care to further negotiate the terms of the letter of credit and fees and security relating thereto and execute and deliver documents and instruments relating to the letter of credit and cash collateralizing and pledging funds to secure the letter of credit with such changes therein, deletions therefrom and additions thereto as may be approved</p>	<p>Approved unanimously. 4 AYES</p>

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	<p>(i) by any Responsible Officer, in such person’s discretion, as being in the best interests of L.A. Care, and (ii) by L.A. Care’s General Counsel, such approval to be conclusively evidenced by the execution and delivery thereof by the person executing the same on behalf of L.A. Care (the “LC Documents”).</p> <p>Further Actions. The Responsible Officers are, and each of them acting alone is, hereby authorized and directed to take such actions and to execute such documents and certificates as may be necessary to effectuate the purposes of this resolution, including the execution and delivery of the LC Documents, and execution and delivery of any and all memorandums of agreement or understanding, assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, deem necessary or advisable in order to consummate the transactions and requirements as described herein.</p> <p>All actions heretofore taken by any officer of L.A. Care with respect to the execution and delivery of LC Documents, and the cash collateralizing and pledging funds to secure the letter of credit described therein are hereby approved, confirmed and ratified.</p>	
<p>Contract with the Department of Health Services Housing for Health in partnership with Brilliant Corners to provide support on accessibility improvements in Interim Housing facilities throughout Los Angeles County</p>	<p>Charlie Robinson, <i>Senior Director, Community Health</i>, summarized a motion to approve a contract with the Los Angeles County Department of Health Services (DHS) Housing for Health in partnership with Brilliant Corners, to provide support for accessibility improvements in interim housing facilities throughout Los Angeles County.</p> <p>He reported that the motion is for an investment to support activities of daily living and other supports in interim housing and other sheltered environments. L.A. Care provides community supports for similar services for plan members who are housed. This investment fills a gap for members experiencing homelessness who are in a sheltered environment, in tiny homes, in term housing sites, hotels, and motels, in many cases to help them stay in those locations when they need extra help. The funding has been approved by L.A. Care’s internal finance team.</p> <p>Board Member Shapiro asked how many people are going to be reached with this, and what is the impact. Mr. Robinson responded that in many cases, people who are moving into interim housing locations or people who are in shelters, need a little bit of extra help. The help could be grab bars so people can safely use showers. It can be help with mobility and similar things. It brings services to people who are in interim housing</p>	

AGENDA ITEM/PRESENTER	MOTIONS / MAJOR DISCUSSIONS	ACTION TAKEN												
	<p>sites, so they can stay in those sites, and ultimately move into permanent supportive housing when available. Dr. Amin responded that perhaps the larger question is about the number of folks that have been helped by some of L.A. Care’s Community Supports programs, which provide housing navigation and housing deposits. The members served by the housing navigation and tenancy support services is about 15,000, and the housing deposits is probably around 300.</p> <p><u>Motion EXE 102.0524</u> To authorize staff to execute an Housing and Homelessness Incentive Program (HHIP) investment agreement in the amount of up to \$3,500,000 with the Los Angeles County Department of Health Services in partnership with Brilliant Corners, to provide accessibility improvements in Interim Housing facilities throughout Los Angeles County to ensure residents with disabilities are able to be safely housed in the facilities from September 1, 2024 to September 30, 2027.</p>	<p>Approved unanimously. 4 AYES</p>												
<p>Human Resources Policies</p> <ul style="list-style-type: none"> • HR-108 (Holiday) • HR 202 (Anti-Discrimination and Anti-Harassment) • HR-228 (Non-Fraternization Policy) • HR-306 (Equal Employment Opportunity) 	<p>Terry Brown, <i>Chief Human Resources Officer</i>, introduced Darren Lee, <i>Deputy Chief Human Resources Officer</i>.</p> <p>Mr. Brown presented revised Human Resources Policies. The revised policies were written to comply with changes to regulatory, legislative and judicial changes, and reflect changes in L.A. Care’s practices. Policy HR-108 was recently approved but a drafting error was discovered for employees on alternative work schedules. The revised policy is presented again for approval.</p> <p>There are revisions to four policies summarized in the chart below. He thanked Board Member Booth for her suggested edits to HR - 202. Those edits, which do not substantively change the nature of the policy, will be included in the final version.</p> <table border="1" data-bbox="493 1079 1585 1404"> <thead> <tr> <th>Policy Number</th> <th>Policy</th> <th>Section</th> <th>Description of Modification</th> </tr> </thead> <tbody> <tr> <td>HR-108</td> <td>Holidays</td> <td>Benefits</td> <td>Revision – Section 4.7 updated for Non-Exempt employees and added Make Up Time Request Form</td> </tr> <tr> <td>HR-202</td> <td>Anti-Discrimination</td> <td>Employee Relations</td> <td>Revision- Added section 3.6.2 and minor edits to sections 1.1 and 3.</td> </tr> </tbody> </table>	Policy Number	Policy	Section	Description of Modification	HR-108	Holidays	Benefits	Revision – Section 4.7 updated for Non-Exempt employees and added Make Up Time Request Form	HR-202	Anti-Discrimination	Employee Relations	Revision- Added section 3.6.2 and minor edits to sections 1.1 and 3.	
Policy Number	Policy	Section	Description of Modification											
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HR-202	Anti-Discrimination	Employee Relations	Revision- Added section 3.6.2 and minor edits to sections 1.1 and 3.											

AGENDA ITEM/PRESENTER	MOTIONS / MAJOR DISCUSSIONS				ACTION TAKEN
	HR-228	Non-Fraternization	Employee Relations	Transfer policy to new template and edit Section 4.1 to include non-management employees	Approved unanimously. 4 AYES
	HR-306	Equal Employment Opportunity	Employment	Revision- added DEI Statement and Cannabis use protection	
Annual Disclosure of Broker Fees in compliance with AB 2589	<p><u>Motion EXE A.0424</u> To approve the Human Resources Policies HR 108 (Holidays), HR-202 (Anti-Discrimination), HR-228 (Non-Fraternization), and HR 306 (Equal Employment Opportunity), as presented.</p> <p>Mr. Brown referred to an informational memorandum included in the meeting materials that outlines base commission rates for the various employee benefits that are procured on a commission basis (<i>a copy of the report can be obtained by contacting Board Services</i>). The rates are shown for 2023 and 2024. He reported that the rates have remained the same with one exception: the rate for health coverage through Kaiser was lowered from 1.5% to 1.25%.</p> <p>A second memorandum in the meeting materials is from Pearl Meyer, the outside consultant that provides a comparison between the rates that L.A. Care pays against the rates in the marketplace. He noted that for organizations of similar size, the results show that L.A. Care’s median total broker rate is 2.59%, and the median for the marketplace is at 3.53%. L.A. Care pays almost a full percentage point below that commission rate, paying 1.74% for employee health care coverage. The broker fee range in the marketplace is between 3% and 4%, L.A. Care is almost half of the lower end of that range. He commented that L.A. Care’s brokers have served very well in helping to keep those brokerage fees as low as possible.</p> <p>Board Member Booth complimented the staff for this report and for all who are working to keep these rates as low as possible.</p>				
Approve Consent Agenda	<p>Approve the list of items that will be considered on a Consent Agenda for May 2, 2024 Board of Governors Meeting.</p> <ul style="list-style-type: none"> April 4, 2024 meeting minutes 				

AGENDA ITEM/PRESENTER	MOTIONS / MAJOR DISCUSSIONS	ACTION TAKEN
	<ul style="list-style-type: none"> • Contract with the Department of Health Services Housing for Health in partnership with Brilliant Corners to provide support on accessibility improvements in Interim Housing facilities throughout Los Angeles County • To authorize a Letter of Credit from a financial institution for tenant improvements according the existing lease for 1200 W. 7th Street, Los Angeles • Technical Advisory Committee Revised Charter 	<p>Approved unanimously. 4 AYES</p>
PUBLIC COMMENTS	There were no public comments.	
ADJOURN TO CLOSED SESSION	<p>The Joint Powers Authority Executive Committee meeting adjourned at 2:49 pm.</p> <p>Augustavia J. Haydel, Esq., <i>General Counsel</i> announced the items for discussion in closed session. She announced there is no report anticipated from the closed session. The meeting adjourned to closed session at 2:50 pm.</p> <p>REPORT INVOLVING TRADE SECRET Pursuant to Welfare and Institutions Code Section 14087.38(n) Discussion Concerning New Service, Program, Business Plan Estimated date of public disclosure: <i>April 2026</i></p> <p>CONTRACT RATES Pursuant to Welfare and Institutions Code Section 14087.38(m)</p> <ul style="list-style-type: none"> • Plan Partner Rates • Provider Rates • DHCS Rates <p>THREAT TO PUBLIC SERVICES OR FACILITIES Government Code Section 54957 Consultation with: Tom MacDougall, <i>Chief Information & Technology Officer</i></p> <p>CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Section 54956.9(d)(2) of Ralph M. Brown Act: Three Potential Cases</p> <p>CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Pursuant to Section 54956.9(d)(1) of the Ralph M. Brown Act L.A. Care Health Plan’s Notice of Contract Dispute under Contract No. 04-36069 Department of Health Care Services (Case No. Unavailable)</p>	

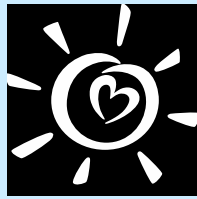
AGENDA ITEM/PRESENTER	MOTIONS / MAJOR DISCUSSIONS	ACTION TAKEN
	<p>CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Pursuant to Section 54956.9(d)(1) of the Ralph M. Brown Act</p> <ul style="list-style-type: none"> • Department of Managed Health Care Enforcement Matter Numbers: 18-799, 20-063, 21-428, 21-509, 21-680 • Department of Health Care Services, Office of Administrative Hearings and Appeals, In the matter of: L.A. Care Health Care Plan Appeal No. MCP22-0322-559-MF <p>PUBLIC EMPLOYEE PERFORMANCE EVALUATION, PUBLIC EMPLOYMENT and CONFERENCE WITH LABOR NEGOTIATOR Sections 54957 and 54957.6 of the Ralph M. Brown Act Title: Chief Executive Officer Agency Designated Representative: Alvaro Ballesteros, MBA Unrepresented Employee: John Baackes</p>	
RECONVENE IN OPEN SESSION	The meeting reconvened in open session at 3:44 pm. No reportable actions were taken during the closed session.	
ADJOURNMENT	The meeting adjourned at 4:31 pm	

Respectfully submitted by:
Linda Merkens, *Senior Manager, Board Services*
Malou Balones, *Board Specialist III, Board Services*
Victor Rodriguez, *Board Specialist II, Board Services*

APPROVED BY:

Alvaro Ballesteros, MBA, *Board Chairperson*

Date: _____



L.A. Care
HEALTH PLAN®

Board of Governors
MOTION SUMMARY

Date: May 22, 2024

Motion No. EXE A.0524

Committee: Executive

Chairperson: Alvaro Ballesteros, MBA

Requesting Department: Human Resources

Issue: L.A. Care Human Resources Policy HR-501 requires that the Executive Committee annually review substantial changes to the Human Resources Policies.

New Contract **Amendment** **Sole Source** **RFP/RFQ was conducted**


Background: The revised policies are written to comply with changes to Regulatory, Legislative and Judicial changes, and reflect changes in L.A. Care’s practices.

Policy Number	Policy	Section	Description of Modification
HR-112	Leave of Absence	Employee Relations	Revisions to include Reproductive Loss Leave section 3.3.6
HR-125	Sick Leave for Per Diem, Part-Time, and Non-Regular Employees	Benefits	Expanded 4.1 on how sick leave may be used; Updated 3.1 to reflect 80 hours to be consistent with 3.4
HR-301	Background Checks	Employment	Transferred policy into new template and changes to section 4.4.1
HR-312	Recruitment	Employment	Revisions to include diversity, equity, and inclusion (DE&I) updates in section 4.4.3

Member Impact: L.A. Care members will benefit from this motion by receiving more efficient service from L.A. Care staff members, who will be thoroughly versed on L.A. Care Human Resource policies

Budget Impact: None

Motion: To approve the Human Resources Policies HR-112 (Leave of Absence), HR-125 (Sick Leave for Per Diem, Part-Time, and Non-Regular Employees), HR-301 (Background Checks), HR-312 (Recruitment), as presented.

	LEAVE OF ABSENCE	HR-112
DEPARTMENT	HUMAN RESOURCES	
Supersedes Policy Number(s)	6113	

DATES					
Effective Date	5/30/1996	Review Date	6/29/2024 5/15/2024	Next Annual Review Date	6/29/2025 5/15/2025
Legal Review Date	<u>5/8/2024</u>	Committee Review Date			

LINES OF BUSINESS			
Cal MediConnect	L.A. Care Covered	L.A. Care Covered Direct	MCLA
PASC-SEIU Plan	Internal Operations		

DELEGATED ENTITIES / EXTERNAL APPLICABILITY			
PP – Mandated	PP – Non-Mandated	PPGs/IPA	Hospitals
Specialty Health Plans	Directly Contracted Providers	Ancillaries	Other External Entities

ACCOUNTABILITY MATRIX			

ATTACHMENTS

ELECTRONICALLY APPROVED BY THE FOLLOWING		
	OFFICER	DIRECTOR
NAME	Terry Brown	Jyl Russell
DEPARTMENT	Human Resources	Human Resources
TITLE	Chief Human Resources Officer	Senior Director, Business Support Services and Organizational Effectiveness



AUTHORITIES

- HR-501, “Executive Committee of the Board: HR Roles and Responsibilities”
- California Welfare & Institutions Code §14087.9605
- L.A. Care By-laws, §10.1 Purchasing, Hiring, Personnel etc.
- Family and Medical Leave Act (FMLA)
- California Family Rights Act (CFRA)
- National Defense Authorization Act
- Paid Family Leave (PFL)
- Americans with Disabilities Act (ADA)
- Title VII
- California Fair Employment and Housing Act (FEHA)
- California Labor Code
- California Government Code
- Uniformed Services Employment and Reemployment Rights Act (USERRA).

REFERENCES

HISTORY

REVISION DATE	DESCRIPTION OF REVISIONS
June 28, 2021	Revised: New format, changes to law and to add Paternal Leave
March 6, 2024	Revised: To add Reproductive Loss Leave

DEFINITIONS

Please visit the L.A. Care intranet for a comprehensive list of definitions used in policies:
<http://insidelac/ourtoolsandresources/departmentspoliciesandprocedures>



1. OVERVIEW:

- 1.1. To establish guidelines governing Leaves of Absence (LOAs) and to ensure that all LOAs are addressed and administered in a fair, compliant and equitable manner to all eligible employees, and in accordance with all relevant and applicable State and Federal laws, and statutes and regulations.

2. DEFINITIONS:

Whenever a word or term appears capitalized in this policy and procedure, the reader should refer to the “Definitions” below.

- 2.1. **Covered Service Member** - a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary **Disability** retired list for a serious injury or illness, or, in the case of a veteran, who was a member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the medical treatment which an eligible employee requests; or is otherwise in outpatient status.
- 2.2. **Disability** – means, with respect to an individual:
 - 2.2.1. A person who has a mental or physical impairment limiting one or more of ~~his or her~~the person’s major life activities; or
 - 2.2.2. A person with a record or history of such impairment; or
 - 2.2.3. A person regarded or treated as having such an impairment.
- 2.3. **Discrimination** – an act with an adverse effect on job opportunities due to protected category status. The adverse act materially affects the terms or conditions of employment and may include, but is not limited to, such actions as termination, constructive discharge, demotion, transfer or unfavorable assignments, reduction in pay, failure to interview or hire, or denial of advancement or promotion.
- 2.4. **Essential ~~F~~functions of a job** – the results desired to be achieved in performing the duties of the position.
- 2.5. **Equivalent Position** – The term “equivalent position” generally means a position with equivalent hours, benefits, compensation, location, shift, status, authority and responsibility.
- 2.6. **Interactive Process** – Communication and good-faith exploration of possible Reasonable Accommodation for an employee with a **Disability**. L.A. Care conducts an individualized assessment of the essential job functions of the position and the specific physical or mental limitations of the individual that are directly related to the need for Reasonable Accommodation. Both sides communicate directly and exchange essential information. L.A. Care shall consider the preference of the employee to be accommodated, but has the right to implement an



accommodation that is effective and reasonable in allowing the employee to perform the Essential ~~F~~functions of the job, if one is available.

- 2.7. **Leave of Absence (LOA)** - is an excused period of time, whether paid (receiving Paid Time Off), or unpaid, when an employee is away from the job for a reason: 1) mandated by Federal, State or local law and/or; 2) otherwise provided for under L.A. Care Health Plan's (L.A. Care) leave provisions approved by the supervisor in coordination with the HR LOA Partner.
- 2.8. **Reasonable Accommodation** – is defined as:
- 2.8.1. modifications or adjustments to a job application process that enable a qualified applicant with a ~~d~~isability to be considered for the position such qualified applicant desires; or
- 2.8.2. modifications or adjustments to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a ~~D~~isability to perform the ~~E~~ssential ~~F~~functions of that position; or
- 2.8.3. modifications or adjustments that enable an employee with a ~~D~~isability to enjoy equal benefits and privileges of employment as are enjoyed by others within similar positions.
- 2.8.4. Reasonable Accommodation would include but may not be limited to:
- Making facilities accessible to disabled individuals;
 - Job restructuring;
 - Providing part-time work or modified work schedules;
 - Adjusting or modifying training materials, examinations or policies;
 - Acquiring or modifying equipment;
 - Providing qualified readers or interpreters; and
 - Reassignment to a vacant position.
- 2.9. **Retaliation** – An adverse employment action against an employee or applicant because they engaged in protected activity or served as a witness in an investigation wherein there was an allegation of wrongful or unlawful conduct.
- 2.10. **Undue hardship** – an action requiring significant difficulty or expense, when considered in light of the following factors:
- 2.10.1. The nature and cost of the accommodation needed; or
- 2.10.2. The overall financial resources of L.A. Care; or
- 2.10.3. The type of operation; or
- 2.10.4. The impact of the accommodation on other employees.
- 2.11. **Workweek** - the number of normally scheduled workdays per week of an employee. A workday begins as 12:00 a.m. and ends at 11:59 p.m. The Workweek begins Monday and ends on the following Sunday.

3. POLICY:



- 3.1. It is L.A. Care’s policy to address and administer LOAs (continuous or intermittent) to all eligible employees on a non-discriminatory basis in accordance with applicable laws. LOAs will be considered in cases of pregnancy ~~D~~isability, medical, family care, occupational injury or illness, military leave, domestic violence, victims of felony crime, organ donation, bone marrow donation and/or other cases where leave is required by applicable law or compelling personal reasons. Each type of LOA may have specific eligibility requirements either determined by applicable Federal and State law, or by L.A. Care.

- 3.2. In accordance with and subject to applicable laws, L.A. Care will also provide a Reasonable Accommodation as required under applicable laws, in the form of LOA, for any known physical or mental ~~D~~isability or other eligible reasons of a qualified individual, provided the requested accommodation does not create an ~~U~~ndue ~~h~~ardship for L.A. Care and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. L.A. Care will engage in a timely, good faith, Interactive Process with any employee regarding potential reasonable accommodation(s), whether they be in the form of a leave, modified duty or alternative work in accordance with and subject to applicable laws.

- 3.3. The HR LOA Partner in coordination with Unum’s Leave Management Center will administer L.A. Care’s LOA Program. This includes, but is not limited to, the following Federal, State and L.A. Care leaves:
 - 3.3.1. FMLA – Family Medical Leave Act
 - 3.3.2. FMLA – Military/Exigency
 - 3.3.3. CFRA – California Family Rights Act
 - 3.3.4. PDL – Pregnancy Disability Leave
 - 3.3.5. Paid Parental Leave
 - ~~3.3.5.~~3.3.6. Reproductive Loss Leave
 - ~~3.3.6.~~3.3.7. Medical (non-occupational)
 - ~~3.3.7.~~3.3.8. Medical (occupational illness/injury)
 - ~~3.3.8.~~3.3.9. Time Off for School Visits
 - ~~3.3.9.~~3.3.10. Time Off to Appear in Court (Violent Crime Victim)
 - ~~3.3.10.~~3.3.11. Military Leave
 - ~~3.3.11.~~3.3.12. Personal

- 3.4. All employees who are or will be absent from work for an LOA set forth under this policy for five working days or more (three working days under FMLA/CFRA) or for a period of frequent or intermittent absence due to any of the above leave instances are required to notify the HR LOA Partner.

- 3.5. LOA will be granted on the assumption that the employee will be available to return to regular employment, with or without accommodation, when conditions necessitating the leave permit. An employee will be considered to have voluntarily separated employment subject to applicable legal restrictions if:



- 3.5.1.** An employee fails to submit requested documentation to substantiate their request for leave to the extent permitted by law; or,
- 3.5.2.** An employee accepts other employment that violates the Conflict of Interest: External Employment policy (HR-204) or conflicts with the restriction imposed by the medical certification; or,
- 3.5.3.** An employee fails to return to work on the next regularly scheduled work day following a medical release to work notice and fails to communicate the need for extended leave; after the Leave Manager proactively communicates with employee and/or
- 3.5.4.** Unless otherwise required by law, when an LOA exceeds the medically supported, approved period of time.
- 3.6.** Employees may not perform work for another employer while on an official LOA from L.A. Care. This restriction is limited to work that violates a work restriction or that would otherwise conflict with employee's employment with L.A. Care if employee was not on LOA.
- 3.7.** If an employee is out for an extended period during their employment introductory period (the first six months for non-management, the first one year for management), their introductory period may be extended by the exact number of calendar days that they were out.
- 3.8.** Most types of LOAs are typically unpaid leaves with the exception of paid bone marrow and organ donation leaves, ~~as well as leaves related to COVID-19 Pandemic, as also noted in L.A. Care's Paid Time Off Policy (HR-114).~~ All employees (with the exception of Pregnancy Disability Leave and employees receiving Paid Family Leave ("PFL") benefits to bond with a new child) are required to use at minimum 16 hours of accrued, unused PTO per pay period, and the provision of any worker's compensation insurance or government sponsored benefits.
- 3.9.** An employee may request FMLA/CFRA leave for childbirth and care for a newborn, and adoption or placement of a child for foster care. The leave must be concluded within one year of the birth, placement for adoption or foster care. In cases where both parents are employed by L.A. Care and each employee wishes to take family and medical leave for the employee's newborn or child placed with the employee for adoption or foster care, each employee's leave may not exceed 12 Workweeks in a rolling 12 month period. Such LOA must be taken in at least two week increments, except on two occasions where shorter intervals are permitted as provided under the law, otherwise approval from management in conjunction with HR Business Support Services Sr. Director is required.
- 3.10.** L.A. Care prohibits Retaliation against persons who take part in protected activities including, but not limited to:



3.10.1. Exercising their rights under this LOA policy.

3.10.2. Asking for Reasonable Accommodation based on Disability and/or medical condition

3.11. A supervisor or manager shall not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any LOA right under this policy

4. PROCEDURES:

4.1. All employees who are or will be absent for five or more working days (three working days under FMLA/CFRA) or for a period of frequent or intermittent absences due to any of the above leave instances are required to:

4.1.1. Notify their manager/supervisor, **and**

4.1.2. Contact the HR LOA Partner to initiate an LOA request, **and**

4.1.3. Contact Unum Leave Management Center

4.2. To request an LOA, an employee shall contact the HR LOA Partner with 30 days advance notice of the need to take FMLA/CFRA LOA, if the need for leave is foreseeable, or provide notice as soon as practicable in the case of unforeseeable leave and in compliance with the employee's designated department's normal call-in procedures.

4.3. A supervisor or manager may also refer an employee directly to the HR LOA Partner, or forward the employee's request to the HR LOA Partner.

4.4. A one-on-one intake meeting or telephone consultation will take place with the HR LOA Partner to review eligibility and provide the employee with the appropriate documentation.

4.5. The HR LOA Partner, in conjunction, with Unum's Leave Management Center will be the administrator for L.A. Care's LOA Program. This includes, but is not limited to, the following Federal, State and L.A. Care Leaves as noted in the policy.

4.6. Medical certification supporting the need for LOA due to a serious health condition affecting the employee or an immediate family member is due within 15 calendar days of L.A. Care's request to provide the certification (additional time may be permitted in some circumstances). Subject to applicable laws, if an employee fails to do so, L.A. Care may delay the commencement of the employee's leave, withdraw any designation of FMLA/CFRA LOA or deny the leave, in which case the employee's LOA would be treated in accordance with L.A. Care's standard LOA policies outlined below.

4.7. Eligible employees must use ~~all~~ ~~CV1~~ ~~LD2~~ ~~their~~ accrued unused PTO which may be coordinated with state ~~De~~isability benefits, during a medical LOA. Only in the case of leave granted for pregnancy-related ~~De~~isability or to bond with a new child may the employee choose to use PTO during the leave, but is not required to do so.



- 4.8.** Accrual of PTO will cease once the employee exhausts all PTO and goes unpaid from L.A. Care while on an approved LOA. Employees will not accrue seniority once all protected leave under FMLA/CFRA/CA PDL is exhausted. Service dates will be adjusted based on unprotected length of time of the LOA.
- 4.9.** Employees must provide periodic reports as deemed appropriate by L.A. Care during the LOA regarding the employee's status and intent to return to work without any basis for Discrimination against the employee.
- 4.10.** Before the employee returns to work from an approved medical LOA, a medical release to work certification is required if the LOA was due to the employee's own serious health condition. L.A. Care will require this certification to address whether the employee can perform the Essential **F**functions of the employee's position, with or without Reasonable Accommodation. Documentation must be provided to the HR LOA Partner certifying that the employee is cleared to return to work with or without restrictions and/or Reasonable Accommodations required by law. If the healthcare provider releases the employee to return to work before the date of the original planned return date, the employee must notify the HR LOA Partner of the release to work within three calendar days of the healthcare provider's release.
- 4.10.4.11.** In the event of an employee being hospitalized to receive in-patient care for their own serious health condition, a medical release to work certification is required before the employee returns to work or performs any work. L.A. Care will require this certification to address whether the employee can perform the Essential **F**functions of the employee's position, with or without Reasonable Accommodation. Documentation must be provided to the HR LOA Partner certifying that the employee is cleared to return to work with or without restrictions and/or Reasonable Accommodations required by law.
- 4.11.4.12.** L.A. Care may require a Fitness-for-Duty certification to specifically address the employee's ability to perform the **E**essential **F**functions of the job, with or without Reasonable Accommodation, to which they are returning when the LOA is based on a **D**isability or medical condition of the employee. In these instances, L.A. Care will provide the healthcare provider with a list of essential job functions for reference.
- 4.12.4.13.** Failure to comply with the foregoing requirements, or taking or extending a LOA without notice or authorization may result in delay or denial of LOA. Should your leave be denied, corrective action, up to and including termination, may take place unless otherwise required by applicable laws.
- 4.13.4.14.** Failure to return from an approved LOA or an approved extension of a LOA, as scheduled, shall be considered a voluntary termination, unless otherwise required by applicable laws.



4.14.4.15. _____ When a LOA exceeds the maximum approved period of time, the employee shall be subject to termination, but may be considered for rehire or reinstatement.

4.15.4.16. _____ Each type of LOA may have specific eligibility requirements either determined by Federal law, State law, Local Law or L.A. Care's LOA policy.

4.16.4.17. _____ FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT (FMLA/CFRA)

4.16.1.4.17.1. Eligibility and Length of Leave of Absence: To qualify for LOA under the Federal Family and Medical Leave Act ("FMLA") and/or the California Family Rights Act ("CFRA") an employee: (1) must have worked for L.A. Care for 12 months in the preceding seven years (the 12 months need not have been consecutive); and (2) worked 1,250 hours during the 12 month period immediately preceding the start of a LOA (for service members, or employees returning from military obligation time must be determined by calculating the hours of service they would have performed, but for the period of military service. Pre-service work schedules may be used to calculate employees' hours). An eligible employee may request up to 12 Workweeks of unpaid leave in a 12-month period. The 12-month period is measured "rolling" backwards from the date the employee begins any LOA, any paid and unpaid portions of the LOA shall be added together, whether or not they are taken consecutively. Paid or unpaid time off on a previous LOA will not count as hours worked and will not be included in determining the 1,250 hour requirement for future FMLA/CFRA eligibility.

4.16.2.4.17.2. CFRA LOA generally runs concurrently with FMLA except in cases of Pregnancy Disability LOA, certain leaves to care for registered domestic partners, and when otherwise required by law.

4.16.3.4.17.3. FMLA requires L.A. Care and Unum Leave Management to consider prior service which occurred within the previous seven years from the date of the request for LOA to calculate the requesting employee's length of service. Exceptions to considering beyond the seven years include LOA requests attributable to fulfillment of National Guard or Reserve military service obligations.

4.16.4.4.17.4. Eligible employees may take FMLA/CFRA LOA in a single block of time, intermittently (in separate blocks of time), or by a reduced normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a Covered Service Member, their injury or illness. Eligible employees may also take intermittent or reduced-scheduled LOA for military qualifying exigencies. Intermittent LOA is generally not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care;



such LOA must be taken in at least two week increments, otherwise approval from management in conjunction with HR is required. Employees who require intermittent or reduced-schedule LOA must try to schedule their LOA so that it will not unduly disrupt L.A. Care's operations. Intermittent LOA is permitted at the same intervals as provided in the L.A. Care's PTO policy.

4.16.5.4.17.5. For the birth, adoption or foster care of a child, L.A. Care and the employee must mutually agree to the schedule before the employee may take the intermittent LOA or work a reduced hour schedule and the leave must occur within one year of the birth or placement for adoption or foster care.

4.16.6.4.17.6. Family and Medical Leave is available for the following reasons:

- **Birth, Adoption and Placement of a Child** – including the child of a domestic partner. Such time is available to all eligible employees, regardless of sex or gender.
- **Serious Health Condition** - Absence due to a medical condition that renders the employee unable to perform the Essential Functions of ~~his or her~~their job, or to care for a parent, spouse, registered domestic partner, child (of any age), child of domestic partner, sibling, grandparent or grandchild with a serious health condition
- **Hospital Care** - Inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
- **Temporary Incapacity plus Treatment** - Treatment of two or more times by a healthcare provider, by a nurse or physician's assistant under direct supervision of a healthcare provider.
- **Chronic Conditions Requiring Treatment** - A chronic condition requires periodic visits for treatment by a healthcare provider, that continues over an extended period of time (including recurring episodes of a single underlying condition); and may cause episodic rather than continuing periods of incapacity (e. g., asthma, diabetes, epilepsy, etc.).
- **Multiple Treatments (Non-Chronic Conditions)** - Any period of absence to receive multiple treatments (including any period of recovery) by a healthcare provider.
- **Severity and Length of Serious Health Condition** - A serious health condition where the employee is unable to perform the Essential Functions of ~~his or her~~their job due to the need to obtain medical treatment and/or diagnosis.
- **Substance Abuse** - FMLA may be taken only for the treatment of substance abuse by a healthcare provider or by a provider of



health care services on referral by a healthcare provider. Absence due to an employee's substance abuse rather than for treatment does not qualify for FMLA.

4.16.7.4.17.7. Paid Parental Leave: L.A. Care will provide 80 hours of paid leave, in a form of a PTO (which is equivalent to 100% of their salary) to employees who have worked 1,250 hours within the last 12 months and is available to either parent upon the birth or adoption of a child. This paid leave should be used within 90 days of the event. This is a stand-alone benefit and is in addition to the Paid Family Leave Benefit. However, if L.A. Care deems a sufficient business need impairs the ability of the employee to use the benefit within the 90-day period, special exceptions may be made at L.A. Care's discretion. This benefit addresses pay only and does not extend the time provision of FMLA, CFRA or PDL as outlined previously.

4.16.8.4.17.8. Qualifying Exigency Leave: Employees with a spouse, domestic partner, parent, child, or next-of-kin who has been notified of an impending call or order to active military duty or who is already on active duty in the Armed Forces, may take a FMLA Leave up to 12 Workweeks when they experience a "qualifying exigency", which includes 1) short-notice of deployment, 2) military events or activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided that L.A. Care and the employee agree, including agreement of timing and duration of the leave.

- Each time an employee requests Qualifying Exigency Leave, the amount of available time will be measured as a rolling 12-month period measured backward from the date any prior LOA was used under this policy. The maximum amount of "Qualifying Exigency Leave" an employee may utilize to bond with a military member on short-term, temporary rest and recuperation during deployment is 15 days.
- Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.
- Qualifying Exigency Leave does not extend to an employee whose family member is an active member of the Regular Armed Forces unless the family member is deployed to a foreign country at the time of leave; otherwise the family member must be a member of the National Guard, Military Reserve, or a



retired member of the Regular Armed Forces or Reserves to qualify for this type of leave.

- An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member’s active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee’s relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.
- Employees with a spouse or domestic partner who is a service member and who has been deployed may take up to 10 calendar days of unpaid time off each time the employee’s service member spouse is home on leave.

4.16.9.4.17.9. Military Caregiver Leave: Eligible employees who are the spouse, domestic partner, parent, child, or next of kin of a service member who incurred a serious injury or illness while on active duty in the Armed Forces may take, per injury, up to twenty 26 Workweeks of leave in a 12--month period (combined with all FMLA Leaves in that period). To qualify for Military Caregiver Leave, the debilitated service member must either be undergoing treatment or therapy, receiving outpatient care, or be on the temporary Deisability retired list (but not be permanently disabled), and must be a member of the Armed Forces, National Guard, or Reserves. Employees will be required to use any and all accrued, unused PTO during this leave. For this type of leave, the 12-month period will be measured as a rolling 12 -month period measured forward from the initial date of this or other previous leave request. FMLA already taken for other FMLA circumstances will be deducted from the total of 26 Workweeks available.

- Eligible employees may be entitled to take an additional 26 Workweek period of leave in subsequent 12--month periods to care for different covered service members or to care for the same service member with a subsequent injury or illness.
- If both spouses work for L.A. Care and each wishes to take leave for the care of a covered injured service member, the couple may only take a combined total of 26 Workweeks.

4.16.10.4.17.10. Intermittent/Reduced Work Schedule: When medically necessary, an employee may take FMLA on an intermittent or reduced work schedule basis. L.A. Care requires an employee seeking an



FMLA intermittent leave for any medical purpose to submit medical documentation.

~~4.16.11~~4.17.11. If an employee requests such intermittent leave or reduced work schedule, L.A. Care may transfer the employee to an alternate position for which the employee is qualified and which better accommodates the employee's intermittent or reduced work schedule, subject to any applicable legal requirements.

~~4.16.12~~4.17.12. If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with L.A. Care before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

~~4.16.13~~4.17.13. When possible, the employee must schedule foreseeable, planned medical treatments so as to minimize disruption of their work schedule or assignments.

~~4.16.14~~4.17.14. Employees may take Injured Service Member Leave intermittently for up to 12 months from LOA start date

~~4.16.15~~4.17.15. **Certification/Recertification by Healthcare Provider:** Under certain circumstances, L.A. Care may require the employee obtain a second opinion, from a healthcare provider designated by L.A. Care at L.A. Care's expense. If the first and second healthcare provider opinion differs, L.A. Care may require, at its own expense, the employee obtain the opinion of a third healthcare provider who is jointly selected by L.A. Care and the employee. The decision of the third healthcare provider will be final and binding for that leave request.

~~4.16.16~~4.17.16. L.A. Care may deny a leave request to an employee who refuses to release relevant medical records to the healthcare provider designated to provide a second or third opinion. L.A. Care may require employees to provide re-certification from their healthcare provider on a regular basis during their leave.

- The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.
- L.A. Care or Unum Leave Management may directly contact the employee's health care provider for verification or clarification purposes using a healthcare professional, an HR professional, or HR LOA Partner. L.A. Care will not use the employee's direct supervisor for this contact.



- Prior to L.A. Care or Unum Leave Management contacting the employee’s healthcare provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, L.A. Care or Unum Leave Management will obtain the employee’s permission for clarification of individually identifiable health information.
- L.A. Care or Unum Leave Management may request employees to provide re-certification for the serious health condition of the employee or the employee’s family member no more frequently than every 30-calendar days, and only when circumstances have changed significantly or if the employer receives information casting doubt on the reason given for the absence. L.A. Care or Unum Leave Management may request for re-certification in less than 30 calendar days if the employee seeks an extension of ~~his or her~~their leave.
- In all cases, L.A. Care or Unum Leave Management may request recertification for the serious health condition of the employee or the employee’s family member every six months in connection with an FMLA absence.
- L.A. Care or Unum Leave Management may provide the employee’s health care provider with the employee’s attendance records and ask whether need for leave is consistent with the employee’s serious health condition.

~~4.16.17.4.17.17.~~ **Certification of Qualifying Exigency for Military**

Family Leave: L.A. Care and Unum Leave Management requires certification of the qualifying exigency for Military Family Leave. The employee must respond to such a request within 15 calendar days of the request or provide a reasonable explanation of the delay. Failure to provide certification may result in a denial of continuation of leave.

~~4.16.18.4.17.18.~~ **Continuation of Benefits While on a Family and**

Medical Leave: Eligible employees are entitled to maintain their existing coverage under the medical, dental and vision plans for the period of leave, up to a maximum of 12 Workweeks at the same cost to them as when they were actively employed. The employee pays the active employee costs for a total of 12 Workweeks. At the beginning of the next month, the employee must make direct payment of each program’s full cost in order to maintain coverage for ~~himself or herself~~themselves and ~~his or her~~their dependents. Failure to make payment will result in the cancellation of the insurance coverage, in accordance with the provisions of applicable laws.

~~4.16.19.4.17.19.~~ **Group Term Life Insurance, Accidental Death & Dismemberment (AD&D), Short Term Disability (STD) and Long Term**



Disability (LTD) coverage continues at no cost to the eligible employee during an approved Family and Medical Leave. Premiums for any voluntary benefits, such as, Critical Illness, Long Term Care, Universal Life and Term Life are the responsibility of the employee while out on an approved LOA and the employee must make arrangements for payments by contacting the benefits department at L.A. Care.

4.16.20.4.17.20. Reinstatement and Seniority: Except where the law authorizes a different result, employees are entitled to re-instatement in the same or Equivalent Position held prior to the LOA. However, employees have no greater rights to a job than if they had been continuously employed during the leave.

4.16.21.4.17.21. Employees will retain their employment status during the period of a FMLA. Once an employee returns from LOA, the employee will resume all seniority and service benefits.

4.16.22.4.17.22. An employee will be advised at the time of a request for, or commencement of, FMLA, or as soon thereafter as is practical ~~that~~ whether they qualify as a key employee and that reinstatement may be denied if L.A. Care decides that substantial and grievous economic injury to its operations would occur if the employee were to remain eligible for reinstatement.

4.17.4.18. PAID FAMILY LEAVE (PFL)

4.17.1.4.18.1. Paid Family Leave is not ~~a~~ LOA; it is a wage replacement benefit. Paid Family Leave is temporary ~~D~~isability insurance paid through California State to employees who suffer wage loss when they take time off work to care for a seriously ill parent, child, spouse, or registered domestic partner or to bond with and care for a new child. Employees are able to apply at the local Employment Development Department office, or by accessing forms on-line. Benefits are limited to eight weeks within a 12-month period.

4.18.4.19. PREGNANCY DISABILITY LEAVE (PDL)

4.18.1.4.19.1. Eligibility and Length of Leave: An employee who has a medical Disability attributable to ~~her~~ pregnancy, childbirth or related medical conditions is eligible for California PDL (CA PDL) from the date of hire. Employees who are pregnant or have a related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable. An eligible employee would be eligible for up to 17 and 1/3 weeks (or 88 work days for a full-time employee) of PDL based on current law. An employee may be eligible to apply for an additional 12 calendar weeks



under the FMLA and/or CFRA to take care of a newborn, whether through birth, adoption or guardianship, provided the employee has 12 calendar months of service and has worked 1,250 hours in the year preceding the commencement of the bonding Leave request.

4.18.2.4.19.2. The CA PDL does not need to be taken in one continuous period of time, but can be taken intermittently, as-needed with medical certification. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would be covered by the employee's CA PDL. All ~~D~~isability leave attributable to a single pregnancy will be aggregated in calculating the 17 and 1/3 weeks provided under CA PDL. Family Medical Leave Act, where applicable, runs concurrently with CA PDL.

4.18.3.4.19.3. Requesting a Pregnancy Disability Leave: An employee requesting PDL will be required to submit medical documentation to the HR LOA Partner and Unum Leave Management describing (1) the date on which the employee became disabled due to pregnancy, or the date of the medical advisability for employee to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, (2) probable duration of the period or periods of ~~D~~isability or the period or periods for the advisability of the transfer, and (3) an explanatory statement that, due to ~~D~~isability, the employee is either unable to work at all or is unable to perform one or more of the Essential ~~F~~unctions of ~~her-their~~ job without undue risk to ~~herselfthemselves~~, the successful completion of ~~her-their~~ pregnancy or to other persons, or a statement that, due to ~~her-their~~ pregnancy, the transfer is medically advisable.

4.18.4.4.19.4. Continuation of Benefits: Medical, dental and vision benefits will continue for the duration of PDL, up to the maximum period of 17 and 1/3 weeks (88 work days), as allowed by California's PDL. The employee is responsible for the biweekly portion of the premium for this period through compensation for work performed, the use of accrued, unused PTO or through personal check or money order. Should CA PDL exhaust or otherwise conclude and no additional protected leave is available under CFRA baby bonding, the employee's medical, dental and vision benefits will continue until the end of the month in which payment was received. The employee must make arrangements for payments by contacting the Human Resources Benefits department at L.A. Care. At the beginning of the next month, the employee must make direct payment of their benefit premium to continue these coverages through COBRA. COBRA payment includes the full premium plus a 2% administrative fee.

4.18.5.4.19.5. Group Term Life Insurance, Accidental Death & Dismemberment (AD&D), Short Term Disability (STD) and Long Term Disability (LTD) coverage continues at no cost to the eligible employee during an approved



PDL. Premiums for any voluntary benefits such as Critical Illness, Long Term Care, Universal Life and Term Life are the responsibility of the employee while out on an approved LOA and the employee must make arrangements for payments by contacting the Human Resources Benefits department at L.A. Care.

4.18.6.4.19.6. Reinstatement and Seniority: Except where the law authorizes a different result, an employee is entitled to return from PDL to the same or Equivalent Position with equivalent benefits, pay and other terms and conditions of employment, and without loss of job seniority or any other status or benefit.

4.18.7.4.19.7. A release to return to work by a healthcare provider is required before the employee can return to work, except when returning from baby bonding.

4.18.8.4.19.8. Employees will retain their employment status during the period of a FMLA/CFRACA PDL. Once an employee returns from an LOA, the employee will resume all seniority and service benefits. Employees will not accrue seniority once all protected leave under FMLA/CFRA/CA PDL is exhausted; except for calculating seniority for layoff, recall, promotion, job assignment, or seniority-related benefits.

4.18.9.4.19.9. L.A. Care will make Reasonable Accommodation and provide reasonable time for employees who wish to express breast milk at work. When such arrangements are made during the employee's normal rest period, the time will be paid. If special arrangements are made to provide a nonexempt employee extra time beyond or in addition to ~~her~~their normal rest period, the time may be unpaid. L.A. Care provides a Comfort Zone which is a private place to express breast milk (in locations permitted under California law) and in close proximity to most employee work stations. See L.A. Care Policy HR-236, Lactation Accommodation for additional information.

4.20. REPRODUCTIVE LOSS LEAVE

4.20.1. Starting January 1, 2024, employees, who have been employed by L.A. Care for thirty (30) days prior to the leave's start and suffer a qualifying event, may take leave for up to five days of leave when they suffer a reproductive loss event of one of the following:

- **Failed adoption:** The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.
- **Failed surrogacy:** The dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate.



- Miscarriage: May be a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual who would have been a parent as a result of the pregnancy.
- Stillbirth: May be a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual that would have been a parent as a result of the pregnancy.
- Unsuccessful assisted reproduction: An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure (i.e., artificial insemination or an embryo transfer, including gamete and embryo donation). Assisted reproduction does not include reproduction through sexual intercourse. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

4.20.2. The five days of leave don't need to be consecutive. If an employee experiences more than one reproductive loss event within a 12-month period, an employee ~~can~~ may receive another five days of leave. The reproductive loss leave will be capped at 20 days within a 12-month period.

4.20.3. Reproductive loss leave must be taken within three months of the reproductive loss event; however, if prior to or immediately following a reproductive loss event, an employee is on or chooses to go on leave under another leave entitlement (e.g., PDL, CFRA, etc.), then the employee may complete their reproductive loss leave within three months of the end of the other leave.

4.20.4. Reproductive loss leave is unpaid, but the employee may choose to use any accrued, unused PTO or sick leave time, if available. In the event of a miscarriage or stillbirth, please refer to HR-232 Bereavement Leave Policy, section 3.1.4 for additional benefit.

4.19.4.21. **MEDICAL LEAVE OF ABSENCE**

4.19.1.4.21.1. **Eligibility of Medical Leave:** Employees who are not eligible for LOA under the FMLA/CFRA, because they have not worked at least 1,250 hours in the 12 months of employment before the start of service of the leave, may be entitled to a Reasonable Accommodation in the form of a medical leave, provided that such accommodation neither provides an Undue hardship nor creates a safety risk for the employee or colleagues. These medical leaves may be necessitated by an industrial injury or for a non-work related illness/injury. An employee who suffers a work-related injury, regardless of severity, must contact the HR LOA Partner. Leave provided under this section is Subject-subject to any limitations permitted by law (e.g. a request for an indefinite leave).



4.19.2.4.21.2. Continuation of Benefits: Medical, dental and vision benefits will be continued until the end of the month in which the employee is being compensated for work performed or through the employee's use of accrued, unused PTO, or on job-protected leave. The first date of the next month, the employee's benefits will be suspended, and the employee may elect to continue these coverages through COBRA. Although the employee's employment may not be terminated, the employee may receive COBRA notice depending on the reduction of hours and the circumstances surrounding the employee's LOA. Paid Time Off will cease to accrue once the employee stops receiving payment for PTO.

4.19.3.4.21.3. Group Term Life Insurance, Accidental Death & Dismemberment (AD&D), Short Term Disability (STD) and Long Term Disability (LTD) coverage continues at no cost to the eligible employee during an approved medical LOA. Premiums for any voluntary benefits, such as, Critical Illness, Long Term Care, Universal Life and Term Life are the responsibility of the employee while out on an approved LOA and the employee must make arrangements for payment of such premiums.

4.19.4.4.21.4. Reinstatement and Seniority: The employee should understand that they may or may not be reinstated to the same position upon return from a Medical LOA unless otherwise required by law. L.A. Care shall interact with the employee, upon release, to determine any vacant position that the employee is qualified and able to do.

4.19.5.4.21.5. The Employee will retain their employment status during the period of an approved medical leave. Once the employee returns from an LOA, the employee will resume all seniority and service benefits. However, the employee will not accrue seniority during an LOA not covered by Federal and State laws.

4.20.4.22. PERSONAL LEAVE OF ABSENCE

4.20.1.4.22.1. Eligibility and Length of Personal Leave of Absence: Personal LOA may be granted for employees who have completed 90 calendar days of continuous employment for compelling personal reasons not contemplated or made possible under other time-off or LOA programs. The duration of a Personal LOA is limited to thirty (30) calendar days in any 12 month period. ~~A~~~~Accrued~~, unused PTO ~~will be paid out~~must be used for the duration of the leave.

4.20.2.4.22.2. Approval for a Personal LOA may be granted or denied in L.A. Care's sole discretion based on a variety of factors, including the reasonableness of the request, current staffing and operational needs, the employee's performance and attendance records, and the employee's intent to return to work.



4.20.3.4.22.3. A Personal LOA may be extended up to an additional 30 calendar days at the sole discretion of L.A. Care based on the agency's operations and extenuating circumstances.

4.20.4.4.22.4. **Continuation of Benefits:** Medical, dental and vision benefits will be continued until the end of the month in which the employee is being compensated for work performed or through the employee's use of accrued, unused PTO. Upon notification of COBRA eligibility by the LOA team, the employee will be offered COBRA. Paid Time Off will cease to accrue once the employee stops receiving payment for PTO.

4.20.5.4.22.5. Group Term Life Insurance, Accidental Death & Dismemberment (AD&D), Short Term Disability (STD), and Long Term Disability (LTD) coverage continues at no cost to the eligible employee during an approved Personal LOA. Premiums for any voluntary benefits, such as, Critical Illness, Long Term Care, Universal Life and Term Life are the responsibility of the employee while out on an approved LOA and the employee must make arrangements for payments by contacting the benefits department at L.A. Care.

4.20.6.4.22.6. **Reinstatement and Seniority:** The employee should understand that they may or may not be reinstated to the same position upon return from a Personal LOA unless otherwise required by law. L.A. Care may in its sole discretion decide to fill the position vacated by the employee on Personal LOA. If the employee's vacant position has been filled, the employee may apply for any available position to which he or she is qualified. If there is no position available, the employment relationship with L.A. Care will be terminated.

4.20.7.4.22.7. Employees will retain their employment status during the period of an approved Personal Leave. Once an employee returns from a Personal Leave, the employee will resume all seniority and service benefits. However, the employee will not accrue seniority during a Personal Leave.

4.21.4.23. **TIME OFF FOR SCHOOL VISITS**

4.21.1.4.23.1. Parents, guardians, step-parents, foster parents, grandparents, or individuals standing in *loco parentis* with custody of school age children (K-12) are eligible for up to forty (40) hours of unpaid leave each year, not to exceed eight (8) hours in any calendar month of the year, to participate in school-related activities, including to appear at the school in connection with the suspension from school of their children or their registered domestic partner's children. Employees may take leave to find, enroll, or reenroll ~~his or her~~their child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child



care provider, or to address child care provider or school emergencies. Employees will not be allowed time off if the employee does not provide their manager with adequate notice. L.A. Care may require verification of the school-related activity. Employees are requested to schedule activities such as parent/teacher conferences during non-work hours. Employees who request leave for unauthorized purposes will be subject to corrective action, up to and including termination. L.A. Care will not discriminate nor take any retaliatory action against any employee for utilizing this time off benefit according to these guidelines.

4.22.4.24. **MILITARY LEAVE OF ABSENCE**

4.22.1.4.24.1. **Eligibility and Length of Military Leave of Absence:** All employees, from date of hire, who volunteer or are drafted into active military service are eligible for an unpaid Military LOA in accordance with applicable Federal law. Any employee who is a member of the National Guard or Military Reserves will be granted unpaid time off to attend periodic drills and training camps if appropriately requested and scheduled in advance. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may be qualified for 10 days of unpaid leave.

4.22.2.4.24.2. **Continuation of Benefits:** Medical, dental and vision benefits will be continued until the end of the month in which the employee is being paid. At the beginning of the next month, the employee must make direct payment of each program's full cost in order to maintain coverage for the employee and employee's dependents, unless the leave is for 30 calendar days or less subject to any applicable legal requirements.

4.22.3.4.24.3. Group Term Life Insurance, Accidental Death & Dismemberment (AD&D), Short Term Disability (STD) and Long Term Disability (LTD) coverage ends on the last day at work of employee. Premiums for any voluntary benefits, such as, Critical Illness, Long Term Care, Universal Life and Term Life are the responsibility of the employee while out on an approved LOA and the employee must make arrangements for payments of such premiums.

4.22.4.4.24.4. If the employee did not elect to continue health insurance coverage or this coverage ceased during service, upon return from service, the employee's health insurance coverage must be reinstated without any waiting period or exclusion for preexisting conditions, other than waiting periods or exclusions that would have applied even if there had been no absence for uniformed service. This rule does not apply to the coverage of any qualifying illness or injury to have been incurred in or aggravated during performance of service in the uniformed service.



4.22.5.4.24.5. Paid Time Off does not accrue during the unpaid portion of a Military LOA.

4.22.6.4.24.6. **Reinstatement and Seniority:** Employees concluding Military Leave are reinstated to the same position or one of comparable status and pay in accordance with the reinstatement rights under applicable law, with or without Reasonable Accommodations.

4.22.7.4.24.7. Upon reinstatement, employees who have been on Military Leave receive credit for all prior service for purposes of computing retirement credit, fringe benefits and merit increase date of eligibility.

4.23.4.25. **LEAVE FOR EMERGENCY RESCUE PERSONNEL**

4.23.1.4.25.1. To the extent required by law, employees who are volunteer firefighters, reserve peace officers, or emergency duty personnel may receive unpaid leave to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Such employees may also take a temporary, unpaid LOA, not to exceed a total of 14 days per calendar year, in order to engage in fire, law enforcement, or emergency rescue training.

4.23.2.4.25.2. If the employee is participating as a volunteer firefighter, reserve peace officer, emergency rescue personnel, or an officer, employee, or member of a disaster medical response entity sponsored or requested by the state, the employee must alert their supervisor in the event the employee may need to take time off for emergency duty and/or training. In the event the employee needs to take time off for emergency duty and/or training, the employee should alert the HR LOA Partner as far in advance as possible. The employee must provide L.A. Care with appropriate documentation supporting the employee's service of emergency duty and/or attendance at training upon returning to work. The employee may choose to use any accrued, unused PTO or sick leave time, if available.

4.24.4.26. **LEAVE FOR VICTIMS OF FELONY CRIMES**

4.24.1.4.26.1. To the extent required by law, employees who are victims of certain specified felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. Additionally, employees who are victims of such crimes may take unpaid time off from work to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the



victim is at issue. To take this LOA, the employee must provide the HR LOA Partner in advance with a copy of the notice of the proceeding. If advance notice is not possible, the employee must provide the HR LOA Partner with appropriate documentation supporting their attendance at the judicial proceeding upon returning to work. The employee may choose to use any accrued, unused PTO or sick leave time, if available.

4.25.4.27. LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

4.25.1.4.27.1. Employees who are a victim, or are the immediate family member of a person who is deceased as the result of domestic violence, sexual assault, stalking or a crime that caused physical injury or that caused mental injury and a threat of physical injury may receive unpaid leave to attend legal proceedings or obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety, or welfare, or that of the employee's child or children. Family member includes regardless of age, a child (biological, adopted or foster), stepchild, legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, a person to whom the employee stood in loco parentis when the person was a minor, a parent (biological, adoptive, or foster), stepparent, legal guardian of an employee or an employee's spouse or domestic partner, or a person who stood in loco parentis when the employee or the employee's spouse or domestic partner was a minor child, a person to who the employee is legally married under the laws of any state, a domestic partner of an employee as registered under the law of any state or political subdivision, a sibling (biological, foster or adoptive), a stepsibling or a half-sibling, parent, spouse, sibling of "equivalent" relationship. The employee may also receive unpaid leave to: (1) obtain services from a domestic violence shelter or rape crisis center; (2) seek medical attention for injuries caused by domestic violence or sexual assault; (3) obtain psychological counseling for the domestic violence or sexual assault; or (4) take action, such as relocation, to protect against future domestic violence or sexual assault. To take this LOA, the employee must provide the HR LOA Partner with advance notice of their need for the leave. If advance notice is not possible, the employee must provide the HR LOA Partner with the following certification upon returning back to work: (1) a police report showing the employee was a victim of domestic violence or sexual assault; (2) a court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court; ~~or~~ (3) documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that the employee absence was due to treatment for injuries from domestic violence or sexual assault; or (4) any other form of documentation that reasonably verifies that the crime or abuse occurred.



The employee may choose to use any accrued, unused PTO or sick leave time, if available.

4.25.2.4.27.2. In addition, employees who are victims of domestic violence, sexual assault or stalking are entitled to a Reasonable Accommodation for the employee's safety while at work. A Reasonable Accommodation may include but not limited to the implementation of safety measures, including a transfer, reassignment, modified schedule, telephone extension change, relocate work station; assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace; an implemented safety procedure; or additional adjustments to the employee's job duties and position. Employees who require such an accommodation shall contact the HR LOA Partner. L.A. Care will engage the employee in a timely, good faith, and Interactive Process to determine effective Reasonable Accommodations.

4.26.4.28. **LEAVE FOR ORGAN AND BONE MARROW DONORS**

4.26.1.4.28.1. An employee who has been employed for at least 90 days and who provides written verification to L.A. Care that they are an organ or bone marrow donor (required for medical necessity) is entitled to receive a job protected, paid LOA that may be taken in one or more periods to donate. Eligible organ donors are entitled to an LOA not to exceed 30 business days in any one-year period of time. Eligible bone marrow donors are entitled to an LOA not to exceed five business days in any one-year period. An additional unpaid LOA of up to 30 business days is provided for organ donors.

4.27.4.29. **CIVIL AIR PATROL LEAVE**

4.27.1.4.29.1. L.A. Care will provide eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to 10 days of unpaid leave per calendar year. LOA for a single emergency operational mission cannot exceed three days unless an extension is granted by appropriate government entities and approved by L.A. Care. To be eligible, employees must have been employed with L.A. Care for 90 days immediately preceding the commencement of leave.

4.27.2.4.29.2. Employees are expected to notify L.A. Care of the need for Civil Air Patrol Leave by providing the HR LOA Partner with certification from Civil Air Patrol authorities as soon as possible. L.A. Care will restore employees who return from Civil Air Patrol Leave to their former position or to a position of equivalent seniority status, employee benefits, pay and other terms and conditions of employment.



4.27.3.4.29.3. L.A. Care intends to administer this policy in accordance with the requirements of all applicable State and Federal laws. Instances may exist where two or more LOA programs provide overlapping protections for an eligible employee. However, it is the general intention of L.A. Care's policy to limit employees to the time available under the single most favorable LOA policy and to prevent employees from exceeding the limitations of that policy. Accordingly, any LOA that is taken by an employee under any policy or based upon any request for time off that could have been taken under any other policy of L.A. Care (if the employee had requested the opportunity to do so), shall be credited against the maximum limit on leaves established in each of the policies that provided the employee as a basis to request a LOA.


5. MONITORING:

5.1. Human Resources reviews its policies routinely to ensure they are updated appropriately and has processes in place to ensure the appropriate required steps are taken under this policy.

6. REPORTING:

6.1. Any suspected violations to this policy should be reported to your Human Resources Business Partner.

7. L.A. Care reserves the right to modify, rescind, delete, or add to this policy at any time with or without notice.

	SICK LEAVE FOR PER DIEM, PART-TIME, AND NON-REGULAR EMPLOYEES	HR-125
DEPARTMENT	HUMAN RESOURCES	
Supersedes Policy Number(s)		

DATES					
Effective Date	7/1/2015	Review Date	10/5/2023 5/14/2024	Next Annual Review Date	10/5/2024 5/14/2025
Legal Review Date	<u>1/18/2024</u>	Committee Review Date			

LINES OF BUSINESS			
<input type="checkbox"/> Cal MediConnect	<input type="checkbox"/> L.A. Care Covered	<input type="checkbox"/> L.A. Care Covered Direct	<input type="checkbox"/> MCLA
<input type="checkbox"/> PASC-SEIU Plan	<input checked="" type="checkbox"/> Internal Operations		

DELEGATED ENTITIES / EXTERNAL APPLICABILITY			
<input type="checkbox"/> PP – Mandated	<input type="checkbox"/> PP – Non-Mandated	<input type="checkbox"/> PPGs/IPA	<input type="checkbox"/> Hospitals
<input type="checkbox"/> Specialty Health Plans	<input type="checkbox"/> Directly Contracted Providers	<input type="checkbox"/> Ancillaries	<input type="checkbox"/> Other External Entities

ACCOUNTABILITY MATRIX			

ATTACHMENTS
➤ HR-114 Paid Time Off

ELECTRONICALLY APPROVED BY THE FOLLOWING		
	OFFICER	DIRECTOR
NAME	Terry Brown	Sarah Viloría Diaz
DEPARTMENT	Human Resources	Human Resources
TITLE	Chief Human Resources Officer	Director, Human Resources, Total Rewards



AUTHORITIES

- California Labor Code §245 *et seq.*
- City of Los Angeles Sick Leave Ordinance No. 184320, Municipal Code Chap. XVIII, Art. 7, §187.04

REFERENCES

- HR-114, “Paid Time Off”

HISTORY

REVISION DATE	DESCRIPTION OF REVISIONS
7/1/2015	New Policy
1/24/2018	Revision
5/9/2019	Review
4/17/2020	Changed Monitoring and Reporting sections to standard verbiage
8/17/2023	Clarified definition of Eligible employees
10/5/2023	Updated 3.4 to allow employees to accrue 80 hours or 10 days from one calendar year based on SB616, effective 1/1/2024; added 4.3 - Accrued, unused time is paid out <u>at the time of</u> employee separation or when employee transfers to a position eligible for PTO, effective 1/1/2024
5/14/2024	<u>Expanded 4.1 on how sick leave may be used; Updated 3.1 to reflect 80 hours to be consistent with 3.4</u>

DEFINITIONS

Please visit the L.A. Care intranet for a comprehensive list of definitions used in policies:
<http://insidelac/ourtoolsandresources/departmentspoliciesandprocedures>



1.0 OVERVIEW:

1.1 Under California's Paid Sick Leave Law, California Labor Code §245 et seq. and City of Los Angeles Sick Leave Ordinance No. 184320, Municipal Code Chap. XVIII, Art. 7, Section 187.04, L.A. Care Health Plan (L.A. Care) will provide paid sick leave to employees subject to this policy, consistent with California law and the City of Los Angeles Ordinance, who work 30 or more days in California within a year of hire and have successfully completed 90 days of employment.

2.0 DEFINITIONS:

Whenever a word or term appears capitalized in this policy and procedure, the reader should refer to the "Definitions" below.

2.1 Employee - For the purposes of this policy, "Employee" means "per diem, part-time employees regularly scheduled less than 30 hours per week, student interns, or temporary employees who are employees of L.A. Care and on the payroll as such."

2.1.1 Full-time and part-time employees who are in regular or ALD status positions and are scheduled to work 30 or more hours per week accrue PTO, as covered under HR-114, "Paid Time Off," and therefore are not covered under this policy.

3.0 POLICY:

3.1 Beginning January 1, 2018, or the first day of employment if hired after January 1, 2018, per diem, part-time regularly scheduled less than 30 hours per week employees, student workers and temporary employees with no benefits, shall accrue one hour of sick time for every 30 hours worked, provided that accruals will stop when the employee's sick leave balance reaches ~~72-80~~ hours or ~~nine-ten~~ days, whichever is greater. Employees will not resume accruing sick leave under this policy until enough sick leave has been used to reduce the accumulated hours below the maximum level, at which time the accrual will begin again.

3.2 Employees may use accrued paid sick time beginning with their 90th day of employment.

3.3 Employees may use up to a maximum of 48 hours (six days) of paid sick leave in each calendar year of employment.

3.4 Accrued, unused sick time under this policy will carry over from one calendar year to the next. However, an employee's accrued paid sick leave balance may not exceed 80 hours or ten days, whichever is greater.



4.0 **PROCEDURES:**

- 4.1 Leave under this policy may be used in connection with the diagnosis, care or treatment of an existing health condition for, or the preventive care of, an employee, an employee's family member (i.e., biological, adopted, or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis; an employee's biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; and sibling) as defined in California Labor Code §§245.5 and 246.5, or for any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, pursuant to the City of Los Angeles Sick Leave Ordinance No. 184320, Municipal Code Chap. XVIII, Art. 7, Section 187.04. Sick leave may also be used by employees who are the victims of domestic violence, sexual assault or stalking when they need time off to appear in legal proceedings or for medical treatment, to obtain services or counseling, or to participate in safety planning. Sick leave may also be used for bereavement leave within three (3) months of the death of an employee's family member.
- 4.2 Employees requesting time off under this policy should provide as much advance notice to their supervisor as practicable.
- 4.3 Accrued, unused time under this policy is paid out at the time of separation from employment or transfer to a position in which they become eligible for PTO.
- 4.4 Sick leave under this policy may run concurrently with leave taken under other applicable policies as well as under local, state or federal law, including leave taken pursuant to the California Family Rights Act (CFRA) or the Family and Medical Leave Act (FMLA).
- 4.5 Sick leave is paid at the employee's base rate in effect at the time the Sick leave hours are used.
- 4.6 Employees may make either an oral request or submit a request through the automated time record system to use paid sick leave (Code: SICKAB1522) for a qualifying reason. For this policy, qualifying reasons include the diagnosis, care or treatment of an existing health condition for, or the preventive care of, an employee or an employee's family member or for any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, as well as employees who are the victims of domestic violence, sexual assault or stalking.
- 4.7 Employees must inform their supervisor in a timely manner if they did not use their previously approved sick leave. Employees must complete a Time Exception Report for adjustments after the time card has been approved and locked in the automated time record system.




5.0 MONITORING:

5.1 Human Resources shall review its policies routinely to ensure they are updated appropriately and have processes in place to ensure the appropriate required steps are taken under this policy

6.0 REPORTING:

6.1 Any suspected violations to this policy should be reported to your Human Resources Business Partner or the Human Resources Department.

7.0 L.A. Care reserves the right to modify, rescind, delete, or add to this policy at any time, with or without notice.

	BACKGROUND CHECKS	HR-301
DEPARTMENT	HUMAN RESOURCES	
Supersedes Policy Number(s)	6201	

DATES					
Effective Date	11/1/2006	Review Date	5/14/2024	Next Annual Review Date	5/14/2025
Legal Review Date	5/9/2024	Committee Review Date	Click here to enter a date.		

LINES OF BUSINESS				
Cal MediConnect	L.A. Care Covered	L.A. Care Covered Direct	MCLA	
PASC-SEIU Plan	Internal Operations			

DELEGATED ENTITIES / EXTERNAL APPLICABILITY			
PP – Mandated	PP – Non-Mandated	PPGs/IPA	Hospitals
Specialty Health Plans	Directly Contracted Providers	Ancillaries	Other External Entities

ACCOUNTABILITY MATRIX			
Enter department here	Enter policy §§ here		

ATTACHMENTS
➤ Enter all attachments here (e.g., desktop procedures/job aids, templates, reports, letters)

ELECTRONICALLY APPROVED BY THE FOLLOWING		
	OFFICER	DIRECTOR
NAME	Terry Brown	Darren Lee
DEPARTMENT	Human Resources	Human Resources
TITLE	Chief Human Resources Officer	Deputy Chief Human Resources Officer



AUTHORITIES

- HR-501, “Executive Committee of the Board: HR Roles and Responsibilities”
- California Welfare & Institutions Code §14087.9605

REFERENCES

- Enter all references, including policies and procedures, here.

HISTORY

REVISION DATE	DESCRIPTION OF REVISIONS
12/2021 2/202 35/2024	Transfer policy into new template

1.0 OVERVIEW:

1.1 It is ~~the policy of~~ L.A. Care Health Plan’s policy to ensure the safety and security of all ~~it’s~~ sits employees, to ensure appropriate screening of L.A. Care, and to provide a consistent process of on-boarding new hires and periodic re-screening of existing employees.

2.0 DEFINITIONS:

2.1 N/A

3.0 POLICY:

3.1 L.A. Care will conduct background screenings on all new employees including those transitioning from contingent worker status to full time employment status at the time of hire.



3.2 Background screening is a serious but simple process that shall be carried out to assist in protecting L.A. Care, its employees, members and potential new hires. It is the responsibility of ~~Human Resources~~Human Resources to administer and maintain the background screening process.

3.3 Background checks (BGC) are ~~not~~ to be initiated upon verbal extension of an offer of employment by a Talent Acquisition Advisor to candidate. Talent Acquisition (TA) will guide the candidate throughout the BGC process through to clearance. If the candidate has an issue on their background that needs to be reviewed further is flagged, TA will work with candidate to resolve the flagged item issue. conducted unless a job offer has been made, either verbally or in writing, and has been accepted. Background checks should be conducted and cleared prior to sending out a written offer letter and -prior to the new hire’s first day of employment. This practice may be modified depending on the job and Human Resources approval. However, a potential new hire may be offered employment contingent upon the results of the background and reference checks. This should be made clear in writing to the potential new hire being offered the job.

3.4 L.A. Care carefully reviews results of the background check and makes individual, case-by-case assessments of whether the applicant is qualified for the position he/she applied for.

4.0 PROCEDURES:

4.1 BACKGROUND SCREENING

4.1.1 Ensure all required documents/forms have been provided to and completed by the potential new hire/employee. New hires will generally be sent a link to the background check company’s electronic authorization form as part of this process.

4.1.2 Required documents/forms include:

4.1.2.1.1 Authorization to Conduct Background Check

4.1.2.1.2 Summary of Your Rights Under the Fair Credit Reporting Act

4.1.2.1.3 Additional Notice to - California Residents Only

4.1.2.1.3.4.1.2.1.4 ~~[ML: Should we add Additional Notice to -<State that we have made some out of state hires in>??Additional Notice as may be required by a particular State’s law~~

4.1.3 The background check company will complete searches on all potential new hires/employees on the following

4.1.3.1.1 Basic employment



- 4.1.3.1.2 Criminal record history (however, arrest records will not be requested)
- 4.1.3.1.3 Verification of education
- 4.1.3.1.4 -Office of the Inspector General Index
- 4.1.3.1.5 Sexual Offender Search
- 4.1.3.1.6 Social Security Trace

4.1.4 Searches on DMV Records are also completed on new hires/employees moving into positions which require them to drive for business as part of their routine job function. An annual DMV record search is completed thereafter for all employees who are required to drive in their job.

Potential new hires/employees moving into positions where a credit check is permissible by law, such as Officers, Directors, Managers, as well as all positions in the Finance Service Area, ~~and~~ certain positions in Regulatory Affairs & Compliance and other L.A. Care Departments, which are outlined on the list available in the Human Resources Department, will also have Credit checks completed by the background check company. as permissible by law. When L.A. Care decides to have a credit check completed on a new hire or current employee, a separate written notice will be provided to the new hire/employee. [ML: who owns this written notice that HR provides to the new hire/employee when a credit check is completed?]

4.1.5 ~~T to hat notice will~~ inform the new hire/employee that a credit check will be obtained and ~~will~~ specify the basis for obtaining the credit report.

4.1.6 Once the results have been received from the background check company ~~via fax or e mail or fax~~, ~~TA will~~ Human Resources will notify the hiring manager of the results. If results are not adverse, the hiring process will proceed.

4.2 ADVERSE RESULTS

4.2.1 L.A. Care will reviews the background check results and makes individual, case-by-case assessments of whether the ~~applicant individual~~ is qualified for the position. ~~he/she applied for.~~

4.2.1
4.2.2 Prior to taking any adverse action (if there are items which prevent employment, transfer or promotion), Human Resources will ensure that the ~~individual potential new hire/employee i~~s advised of the report prior to the action. The new hire/employee will be sent a letter which attaches a copy of the “Summary of Your Rights Under the Fair Credit Reporting Act” and a copy of the background check report.

~~4.2.2~~
4.2.3 ~~The law requires that Aa~~ reasonable time will be given for ~~the potential new hire/employee to have the opportunity~~ an individual to dispute the information within the report.



~~Official commentary recommends a five business days waiting period.~~

~~4.2.3~~

~~4.2.4~~ The ~~potential new hire/employee individual~~ should direct disputes regarding inaccurate information to the consumer reporting or credit reporting agencies and not to L.A. Care.

~~4.2.4~~

~~4.2.5~~ If there is not a dispute or if L.A. Care determines that it is appropriate, the actual “Adverse Action” letter is mailed or delivered in person ~~[ML: delivered in person, don’t believe we practice that today; maybe add “email” since that is something that is admissible in court?].~~ The background check company is responsible for sending the letters of adverse notifications to the potential new hire/employee.

4.3 RECORD RETENTION

4.3.1 If the ~~potential new hire/employee individual~~ is hired, promoted and/or transferred, L.A. Care will retain all forms and the results of the background screening reports in a confidential file. If the potential new hire/employee is not hired, all forms, copies of the mailed denial letters, and the background screening reports will typically remain with the application and filed appropriately.

4.4 RE-PERFORMING BACKGROUND CHECKS

4.4.1 L.A. Care ~~may will~~ periodically re-perform background checks on staff including but ~~—~~not limited to the following personnel: ~~[ML: since Jun2023 when I started, I’ve not been aware of any periodic re performs of BGCs. Should this list be deleted and we just leave it at~~

- ~~4.4.1.1.1~~ Director IT Operations and Infrastructure
- ~~4.4.1.1.2~~ Senior Director, Applications
- ~~4.4.1.1.3~~ Lead Systems Administrator
- ~~4.4.1.1.4~~ Senior Systems Administrator
- ~~4.4.1.1.5~~ Systems Administrator
- ~~4.4.1.1.6~~ LAN Administrator
- ~~4.4.1.1.7~~ Senior Information Security Analyst
- ~~4.4.1.1.8~~ Chief Information Officer
- ~~4.4.1.1.9~~ Senior Telecommunications Administrator
- ~~4.4.1.1.10~~ Telecommunications Administrator
- ~~4.4.1.1.11~~ Lead Network Administrator
- ~~4.4.1.1.12~~ Junior Network Administrator
- ~~4.4.1.1.13~~ Privacy and Information Security Officer
- ~~4.4.1.1.14~~ All Officers
- ~~4.4.1.1.15~~ All management -personnel in Finance
- ~~4.4.1.1.16~~ Chief Information Security Officers
- ~~4.4.1.1.17~~ Director, Information Security
- ~~4.4.1.1.18~~ Director, Information security and Compliance
- ~~4.4.1.1.19~~ Manager, Cyber Defense Operations Center



[4.4.1.1.20 Manager, Information Security Engineering and Architecture](#)

[4.4.1.1.21 Cyber Defense Operations Center Analysts](#)

[4.4.1.1.22 Security Analysts](#)

[4.4.1.1.23 Information Engineering and Architecture Engineers](#)

4.4.2 Such background checks will be performed no less frequently than once every three years of employment. Any current ~~staffing employee~~ being promoted or transferred to one of these positions who has not previously had a background check within three years of the promotion or transfer, will be required to undergo a complete and updated, background check. The Human Resources Department will be responsible for ordering the background checks and for maintaining all related documentation.


5.0 MONITORING:

5.1 Human Resources reviews its policies routinely to ensure that they are updated appropriately and has processes in place to ensure that the appropriate required steps are taken under this policy

6.0 REPORTING:

6.1 The potential new hire/employee should direct disputes regarding inaccurate information to the consumer reporting or credit reporting agencies and not to L.A. Care.

7.0 L.A. Care reserves the right to modify, rescind, delete, or add to this policy at any time, with or without notice.

	RECRUITMENT		HR-312
	DEPARTMENT	HUMAN RESOURCES	
Supersedes Policy Number(s)	6212		

DATES					
Effective Date	4/16/1997	Review Date	<u>5/14/2024</u>	Next Annual Review Date	<u>5/14/2025</u>
Legal Review Date	<u>5/8/2024</u>	Committee Review Date		<u>Review Revised</u>	

LINES OF BUSINESS			
<input type="checkbox"/> Cal MediConnect	<input type="checkbox"/> L.A. Care Covered	<input type="checkbox"/> L.A. Care Covered Direct	<input type="checkbox"/> MCLA
<input type="checkbox"/> PASC-SEIU Plan	<input checked="" type="checkbox"/> Internal Operations		

DELEGATED ENTITIES / EXTERNAL APPLICABILITY			
<input type="checkbox"/> PP – Mandated	<input type="checkbox"/> PP – Non-Mandated	<input type="checkbox"/> PPGs/IPA	<input type="checkbox"/> Hospitals
<input type="checkbox"/> Specialty Health Plans	<input type="checkbox"/> Directly Contracted Providers	<input type="checkbox"/> Ancillaries	<input type="checkbox"/> Other External Entities

ACCOUNTABILITY MATRIX			

ATTACHMENTS	

ELECTRONICALLY APPROVED BY THE FOLLOWING		
	OFFICER	DIRECTOR
NAME	Terry Brown	Edward Topps <u>Michelle Li</u>
DEPARTMENT	Human Resources	Human Resources
TITLE	Chief Human Resources Officer	Senior Director, Talent Acquisition Strategy & HR Technology



AUTHORITIES

- HR-501, “Executive Committee of the Board: HR Roles and Responsibilities”
- California Welfare & Institutions Code §14087.9605

REFERENCES

HISTORY

REVISION DATE	DESCRIPTION OF REVISIONS
2/8/2010	Revision
4/25/2018	Revision, recruitment processes updated
10/2/2019	Revisions
<u>7/31/2020</u>	<u>Revisions per Finance and Board Governors</u>
<u>5/14/2024</u>	<u>Revisions per DE&I audit needs</u>

DEFINITIONS

Please visit the L.A. Care intranet for a comprehensive list of definitions used in policies:
<http://insidelac/ourtoolsandresources/departmentpoliciesandprocedures>
Where can this be found? MI



1.0 **OVERVIEW:**

1.1 L.A. Care Health Plan (L.A. Care) desires to make a positive impression on our candidates for employment so that they feel welcomed, receive all appropriate and required information, and are treated with dignity and respect. We want to ensure that our recruitment and selection process adheres to all legal guidelines and internal policies and practices.

2.0 **DEFINITIONS:**

2.1 N/A

3.0 **POLICY:**

3.1 Employee knowledge, skills and experience comprise the most valuable resource of L.A. Care. Our recruitment efforts and selection processes have been developed in an effort to attract and retain the best-qualified and high performing staff members.

4.0 **PROCEDURES:**

4.1 Initiating the ~~recruitment~~ Recruitment process Process for a-budgeted and not budgeted positions

4.1

~~4.1.1 The hiring manager works with Resource Review Board (RRB), Total Rewards (TR), Talent Acquisition (TA), Human Resources Business Partners (HRBP) and Finance Departments to create a new or reclassified position.~~

~~4.1.2 The hiring manager is responsible for ensuring that the job description fully and clearly represents the job skills, competencies, educational requirements and level of experience the hiring manager is seeking.~~

~~4.1.3 Once the job description is reviewed and/or modified by the hiring manager, it is sent to TR for review and approval. The approved job description is sent to TA from TR to facilitate the posting of the position and to start the recruitment activities.~~

4.2 Initiating the ~~recruitment~~ process for a budgeted or non-budgeted position

~~4.2.14.1.1~~ The hiring manager will work with their Human Resources Business Partner (HRBP) to request the approval of budgeted and non-budgeted position from the RRB, HR and Finance. The request should describe the value and benefits for adding the requested position, including a business justification.



4.2.1.14.1.1.1 If the position is newly created, a job description must be completed by the hiring manager;

4.2.1.24.1.1.2 If the request is for an existing position, the job description should be reviewed for accuracy by the hiring manager.

4.2.24.1.2 Once ~~the~~ position is approved by ~~HR and Finance~~~~the RRB~~, the HRBP will submit ~~the~~ position approval and job description to ~~TR~~Total Rewards (TR) to assign a position control number. The approved job description is sent to ~~TA~~Talent Acquisition (TA) ~~from by Total Rewards (TR)~~ to start the recruitment process. This includes posting the position, conducting an intake call with the Hiring Manager (HM), identifying and screening candidates, managing the interviewing process. TA will follow the candidate through, and goes through to hiring and on-boarding (ONB) the New Hire (NH) facilitate the posting of the position and to start the recruitment activities.

4.3.4.2 **Initiating the Recruitment Process for temporary positions**

4.3.14.2.1 Requests for temporary staffing budgets are made by the requesting Department Director at the beginning of the fiscal year and on an as needed basis through the Finance department.

4.2.2 ~~The Hiring manager~~ will work with their HRBP to define the Contingent Worker (CW) need parameters. The HRBP will prepare and submit the request for a temporary CW resource ~~by for HR and Finance to RRB for approval.~~

4.2.3 ~~contact TA for the temporary staffing need~~ Once ~~HR and Finance~~~~RRB~~ approves, the HRBP submits to Total Rewards to assign a Position Control Number (PCN#) and TR forwards to TA Manager to assign to a ~~Talent Acquisition Advisor (TAA)~~ to start active recruitment.

4.2.4 TAA posts the position onto the Scout / Aquent platform. Once posted in their marketplace, the position opens up to all talent placement agencies under contract ~~and provide approved job description. TA will contact L.A. Care approved staffing agencies.~~ with Scout.

~~4.3.2~~

4.2.5 ~~A modified job description, containing only the description of the position, is created by the TA and provided to the agency to fill temporary staffing request~~ Candidate profiles and respective hourly bill rates are submitted by agencies from the marketplace to the TAA and hiring manager for their review and to start the recruitment activities.



4.3.34.2.6 Should HM request the use of a specific staffing firm or agency, the TAA will advise the HM that their outside agency of choice must have or establish a contractual relationship with Scout Aquent, Inc. Any candidates the agency wishes to present must be presented and funneled through the Scout Marketplace and platform. Only then, can the agency-presented CW be evaluated and engaged for temporary labor needs.-

4.44.3 Job Vacancy Posting

4.4.14.3.1 Internal posting of jobs will be for a period of at least three calendar days on the Intranet before an offer of employment can be made. External posting on various websites will run concurrently with the internal job posting, unless otherwise discussed with the ~~Talent Acquisition Advisor~~ (TAA).

4.4.24.3.2 Positions deemed as confidential will require approval of the Chief Human Resources Officer (CHRO) and will not need to go through the regular position posting process.

4.54.4 Applicant Screening and Interviewing

4.5.14.4.1 The TAA, unless told otherwise, will pre-screen all applications and resumes received for the open position, using and matching the key areas of skill, competency, experience and education, as identified by the hiring manager.

4.4.2 The decision to interview a candidate rests with the HM subject to recommendations by the TAA. Once this decision is made, HM selects the appropriate cross-functional and diverse interview panelists to participate in interviewing the candidate and be part of that interview panel.

4.5.24.4.3 The interview panel will consist of a diverse and inclusive selection of cross-functional/-matrixed stakeholders as they are related to the open appropriate for the position. Any additional interview steps for a candidate will be determined by the HM. The interview panel must be the same team to interview all candidates for a given Job Requisition. This, so that there is fair, equitable and consistent evaluation of all candidates.

4.4.4 If a panelist must drop from the interview panel and a new panelist is selected, the new panelist must interview all those candidates that they may have not previously interviewed prior to their joining the panel. This, so there is equitable and consistent evaluation of all candidates.

4.4.5 Consideration for the use of either a contingency or retained search firm, for a difficult to fill positions, is at the discretion of the Senior Director, Talent Acquisition/Strategy. The selection of the firm and negotiation of the fee schedule will be completed by the Senior Director, Talent



~~Acquisition/Strategy Director, Talent Acquisition~~. During the selection and negotiation of fees of a contingent or retained search firm, the ~~hiring manager-HM~~ should have ~~limited-little to no~~ contact with the recruitment firm. The ~~hiring manager-HM~~ along with the assistance from TA, will become involved with the selected recruitment firm during the development of job specifications, the review of presented resumes and the selection and interview of the final candidates.

~~4.5.3~~

~~4.5.4.4.6~~ If L.A. Care is considering a ~~contingent worker (CW)~~, the ~~TA Senior Director-TAA~~ will review the contract associated with the CW to identify any conversion clauses, non-compete clauses, independence rules, etc. If there are any clauses that precludes L.A. Care from hiring a CW, the ~~TA Senior Director~~ will immediately notify the ~~TAA~~ ~~will who will~~ immediately stop recruitment of that individual.

4.6.4.5 Extending a Job Offer

4.5.1 The decision to hire rests with the HM subject to the approval of their Department Director and HR. Once the decision to extend a job offer has been made, TAA will complete a salary offer worksheet providing desired salary and any other compensation components to submit for TR review. TR reviews the request and provides recommended salary. Any deviation from the TR-approved total compensation figure(s) requires additional approval by TR Director and Chief Human Resources Officer.

4.5.2 After a ~~conditional contingent verbal job offer is extended~~, by the TAA and if applicant has not already completed job application, they must do so immediately. ~~By the background check process is initiated~~, completed after written offer has been signed/returned.

4.6.14.5.3 The ~~actual-written~~ conditional offer of employment is ~~made~~ extended by the TAA, unless otherwise requested by the ~~hiring manager-HM~~. ~~Once the written offer letter is signed and returned by~~. The candidate, ~~The hiring process next requires that the candidate must~~ successfully passes the official background ~~investigation check~~, verification of licensure, certification and registrations, and ~~provides proof of availability~~ to work in the United States ~~for any employer~~025. ~~The candidate may not start their employment until they have cleared the background check and the verification process~~. All required ~~new hire-NH~~ documentation must be completed no later than their first day of ~~work~~employment.

4.6.24.5.4 Coordination of the official date of hire (actual first day ~~at work~~worked) and the coordination of other necessary paperwork and documentation is handled at the time of the offer of employment, by the



Talent Acquisition TA Department department, and start date is determined in coordination with the HM.

4.5.5 The hiring manager HM is responsible for ensuring the new hire NH will be set up with access to the appropriate applications, tools, software and systems, and 's workstation is set up with all necessary hardware and equipment (i.e. computer and company phone) prior to the start date by submitting a Service Management (JIRA) ticket at least one week or five business days prior to the start date.

4.5.6 The TA team is responsible for ensuring that an Employee Central new employee profile is created in the Human Resources Information System. This triggers and prompts internal cross-functional teams involved of the upcoming start and ONB of a NH.

4.6 New Hire On-boarding

4.6.1 Once NH is slated to start, the TA team ensures that all required paperwork is completed prior to their first day.

4.6.34.6.2 The NH is required to come on premises on their start date in order to complete the I-9 verification and company badging processes, and picks up their Information Technology (IT) Help Desk-issued computer hardware and equipment.-

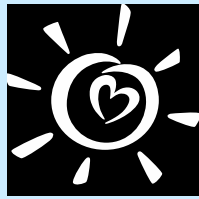
5.0 MONITORING:

5.1 Human Resources reviews its policies routinely to ensure that they are updated appropriately and has processes in place to ensure that the appropriate required steps are taken under this policy.

6.0 REPORTING:

6.1 Any suspected violations to this policy should be reported to your HRBP.

7.0 L.A. Care reserves the right to modify, rescind, delete, or add to this policy at any time, with or without notice.



L.A. Care
HEALTH PLAN®

Board of Governors
MOTION SUMMARY

Date: May 22, 2024

Motion No. EXE 100.0624

Committee: Executive

Chairperson: Alvaro Ballesteros, MBA

Issue: Request staff to post for public review the revised Operating Rules for the Consumer Advisory Committees (CACs) for 30 days and report all public comment received.

Background:

A proposal for meeting new state requirements for Community Advisory Committees was presented at the May 14, 2024 Executive Community Advisory Committee (ECAC) meeting. The members of the ECAC approved the concepts in the proposal.

Staff proposes revising the Operating Rules for the Consumer Advisory Committees of L.A. Care Health Plan to align with the proposed restructuring of the operations of the Consumer Advisory Committees endorsed by the ECAC. At least a 30-day notice is required to solicit public comment on the proposed revisions prior to the Board taking any action on the amendments.

The current Operating Rules of the CAC must be revised to align with the proposed amendments, and at least a 30-day notice is required prior to the Board taking any action on the amendments.

This motion will authorize the posting of the notice apprising the public of the proposed resolution to approve the revised Consumer Advisory Committee Operating Rules by the Executive Committee on June 26, 2024.

Member Impact: Revised Operating Rules for the Consumer Advisory Committees will inform CAC members on the new structure and operations of the CACs.

Budget Impact: None

Motion: To authorize staff to publicly post proposed revisions to the Consumer Advisory Committee Operating Rules with information that the Executive Committee will consider and take action on such amendments on June 26, 2024, and with information on how feedback can be sent to L.A. Care during the 30-day posting period, and direct staff to report all feedback to the Board and ECAC.

**OPERATING RULES FOR THE
CONSUMER ADVISORY COMMITTEES
OF L.A. CARE HEALTH PLAN**

~~(Revised on February 8, 2018 through Motion ECA 102.0218, with effective date of April 5, 2018)~~

I. Authority and Purpose

The Consumer Advisory Committees (CACs), which include the Executive Community Advisory Committee (ECAC) and the Regional Community Advisory Committees (RCACs) ~~and the Coordinated Care Initiative Councils (CCI Councils)~~ (collectively referred to as Consumer Advisory Committees or CACs) of L.A. Care Health Plan (L.A. Care) were established to ensure community involvement in implementation of Medi-Cal managed care in Los Angeles County, as mandated by California Welfare and Institutions Code §14087.966, and as clarified in the Medi-Cal Managed Care Division Policy Letter 99-01 of April 2, 1999 from the California State Department of Health Services, *et seq.* Rules for the CACs are subject to the Bylaws of the Board of Governors of L.A. Care.

The purposes of the Consumer Advisory Committees are to:

1. Provide a vehicle for L.A. Care's member population to be represented in its actual geographic, ethnic, linguistic and disability diversity, with a special focus on those who are monolingual and/or disabled;
2. Provide advice and guidance to the Board of Governors and management regarding the direction, approach and response of L.A. Care to regional and cultural issues that have implications on member satisfaction, new product lines, health promotion and education efforts, marketing, and outreach;
3. Inform and empower L.A. Care members to become advocates for themselves and their communities through leadership in responding to pertinent issues raised among members and in the community by partnering with L.A. Care to implement CAC-initiated projects, policy initiatives, programs supporting L.A. Care strategic health initiatives and legislative campaigns;
4. Provide information on regional community health issues that impact large numbers of L.A. Care members or the community at large to the Board of Governors through the Executive Community Advisory Committee, (ECAC), where joint planning and development of policy recommendations for the Board of Governors should occur, and
5. Create, promote and sustain positive and cooperative relationships among health plan members, providers, and advocates who serve the L.A. Care population.

OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN

(Revised on February 8, 2018 through Motion ECA-102.0218, with effective date of April 5, 2018)

II. Function and Role

CACs shall serve in an advisory capacity and may be given opportunities by the Board of Governors and/or the management of L.A. Care to have input into and evaluate the operation of Medi-Cal managed care and other L.A. Care product lines in Los Angeles County. CAC input is considered in annual reviews and updates to relevant policies and procedures including that which is relevant to those affecting quality of services and health equity. Areas where community and especially L.A. Care member input may be requested include:

- Improving member satisfaction with L.A. Care's provision of services;
- Improving access to care;
- Ensuring the provision of culturally and linguistically appropriate services and programs including those related to Quality Improvement education and operational and cultural competency issue affecting groups who speak a primary language other than English;
- Identifying emerging needs in the community and establish programmatic responses; Member or provider targeted services, programs or trainings;
- Population Needs Assessments (PNA) findings with an emphasis on Health Equity and Social Drivers of Health
- Determining and prioritize health education and outreach programs: and
- Addressing community health concerns collaboratively.
- Plan marketing materials and campaigns
- Needs for network development and assessment
- Community resources and information
- Population Health Management
- Health delivery systems reforms to improve health outcomes
- Carved out services
- Health equity

To ensure community involvement, L.A. Care staff from various departments and functions will periodically attend meetings of the CACs to create a meaningful and productive dialogue with CAC members and provide educational information. Such dialogues will seek feedback and input from the CAC members as well as input from the public in each region through the public comment portions of each CAC meeting. These will also serve as a feedback loop to regularly inform CAC members how their input has been incorporated by the health plan.

**OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE
COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN**

(Revised on February 8, 2018 through Motion ECA-102.0218, with effective date of April 5, 2018)

L.A. Care will also ensure sufficient resources are provided for the CAC to support the activities outlined above including support for additional CAC engagement opportunities such as roundtables, consumer listening sessions focus groups and/or surveys.

The CACs also have a responsibility to support the gathering of information about issues and concerns that are pertinent to the health and well-being of L.A. Care members in the region. This information will be used by the CACs, the ECAC, and L.A. Care staff to plan, implement, and evaluate activities to address identified concerns.

Each CAC brings together L.A. Care members, and in the case of the Regional Community Advisory Committees (RCACs) and ECAC, community-based member advocates and health care providers from the regions that have been approved to serve on a CAC by the Board of Governors. The committee format should assure equal participation by all CAC members as they discuss relevant health, managed care and access to care issues. The Chairperson of each CAC shall represent the region on the ECAC and shall carry issues between the CAC and ECAC.

When the ECAC reaches consensus on specific items appropriate for action by the Board of Governors, it shall make recommendations to the Board in the form of motions and report on its activities to the governing body, and shall be able to place matters on the governing body's agenda for consideration. In addition, the L.A. Care consumer members of the CACs are responsible for electing the Consumer Member and Member Advocate representatives to the L.A. Care Board of Governors.

Within a standard meeting framework for all CACs as described below, each CAC shall establish its meeting agenda. ECAC can place items on each CAC agenda if the ECAC determines that the issue needs to be addressed by all the CACs.

CAC activities are based on an annual work plan developed by the membership of each CAC and approved by L.A. Care management. The work plan identifies key projects, timelines, and evaluation measures. At the beginning of each fiscal year, ECAC will establish a common theme for each CACs' work plans.

III. Membership

Composition of the CAC and criteria for membership shall be approved by the Board of Governors of L.A. Care, and shall be in accordance with applicable law, regulations, and L.A. Care Bylaws. Initial selection of members for the restructured CAC as of January 1, 2024 shall be completed by the Selection

**OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE
COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN**

(Revised on February 8, 2018 through Motion ECA-102.0218, with effective date of April 5, 2018)

Committee within 60180 days of the effective date of the latest health plan contract with DHCS for provision of Medi-Cal services or by June 30, 2024, whichever comes first revised Operating Rules for Consumer Advisory Committees of L.A. Care Health Plan.. L.A. Care will also complete an Annual CAC Membership Demographic Report and submit it to DHCS by April 1 of each year.

A. A. Selection Committee

- a.** L.A. Care will convene a CAC member selection committee of six (6) members tasked with selecting the members of the CAC. L.A. Care will demonstrate a good faith effort to ensure that the CAC selection committee is comprised of a representative sample of each of the persons below to bring different perspectives, ideas, and views to the CAC:
 - i.** Three (3) L.A. Care Medi-Cal beneficiaries who are chairpersons of their respective Regional Community Advisory Committees (RCACs) and serve on the Executive Community Advisory Committee (ECAC); and
 - ii.** Two (2) from community based organizations who are representatives within the L.A. Care Health Plan Service Area (the County of Los Angeles) adjusting for changes in membership diversity.
 - iii.** L.A. Care Health Plan’s Chief Health Equity Officer or designee.
- b.** The CAC Selection Committee must ensure the CAC membership reflects the general Medi-Cal Member population within the L.A. Care Service Area, including representatives from IHSS Providers, and adolescents and/or parents and/or caregivers of children, including foster youth, as appropriate and modified as the population changes to ensure that the L.A. Care member community is represented and engaged. The CAC selection committee must make good faith efforts to include representatives from diverse and hard-to-reach populations on the CAC, with a specific emphasis on persons who are representative of or servicing populations that experience Health Disparities such as individuals with diverse racial and ethnic backgrounds, genders, gender identity, and sexual orientation and physical disabilities.

A.B. CAC Membership Voluntary Status and Member Categories

All participants in the CACs serve on a voluntary basis, regardless of category. CAC membership is not a form of employment with L.A. Care, nor is any permanent relationship or right to serve implied or established by such membership.

1. RCAC Member Categories
 - a. Consumer Member**

**OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE
COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN**

(Revised on February 8, 2018 through Motion ECA 102.0218, with effective date of April 5, 2018)

A “Member” as defined by these Rules is an L.A. Care member; or a parent, legal guardian or conservator of a L.A. Care member. L.A. Care membership is determined by reviewing L.A. Care’s member records. Proof of legal guardian or conservator status will be requested, when applicable.

b. Provider

A “Provider” as defined by these Rules is a person or a representative of an entity contracted with either L.A. Care or its plan partners to offer health care services to L.A. Care members. L.A. Care’s Provider Network Operations Department may assist in confirming a provider applicant’s contractual status. ~~Only p~~Providers contracted with ~~both~~-L.A. Care ~~and Health Net~~ are permitted to serve as RCAC members in this category.

c. Member Advocate

A “Member Advocate” as defined by these Rules must comply with at least one of the following criteria:

- i. A person who, while employed by a community-based organization¹, represents the interests and brings forward the issues and concerns of the population served by L.A. Care; or
- ii. A volunteer of a community-based organization who is recommended by that organization as its representative to L.A. Care’s CAC’s. ~~CCI Councils~~

~~a. All of the membership of the CCI Councils shall consist of consumer members enrolled in L.A. Care’s Cal MediConnect Plan, or meet the criteria set by the California Department of Health Care Services for being a senior and/or a person with a disability and be receiving health insurance through L.A. Care.~~ A

“consumer member” as defined by these Rules is an L.A. Care member; or a parent, legal guardian or conservator of a L.A. Care member. L.A. Care membership is determined by reviewing L.A. Care’s member records. Proof of legal guardian or conservator status will be requested, when applicable.

B. Committee Composition

A person can only be a member of one L.A. Care Consumer Advisory Committee at any given time. ~~As such, a person cannot be a RCAC member and a CCI Council member at the same time.~~ If a person is eligible for more than one Consumer Advisory Committee, he or she must choose one Consumer Advisory Committee for application. If a person is eligible to represent both themselves

¹A “community-based organization” as defined by these Rules is a non-profit corporation, a public benefit agency or other public entity.

**OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE
COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN**

(Revised on February 8, 2018 through Motion ECA-102.0218, with effective date of April 5, 2018)

and another individual, he or she must only choose one Consumer Advisory Committee for application.

RCACs

Each RCAC shall have at least eight and no more than 35 members with a target membership of 20, and at least one-third of who shall be Members, as defined above.

One-third of the membership of each RCAC shall consist of Consumer Members; however, a RCAC may also include both Providers and Member Advocates in its membership. To maintain the one-third Member composition, new Provider or Member Advocate applicants may be placed on a waiting list and ranked according to the date their applications were verified. Waiting list applicants shall be added to the RCAC membership according to their ranking as new Provider or Members Advocates.

The membership of each RCAC may include up to one-third Provider members; however, a RCAC need not have any Provider members.

If a RCAC falls below the minimum membership of eight persons, the RCAC must shift its energies to recruitment to achieve the minimum number of members. The RCAC must refrain from implementing any Work Plan activities until the minimum membership number is met.

The RCACs' membership shall seek to be representative of ethnic, cultural, linguistic, age, sexual orientation, disability and special medical needs of the Member population in the designated region. Diversity is a desired goal for recruitment of Members to be approved by the Board of Governors and shall not dictate any specific membership approval decision.

CCI Councils

~~Each CCI Council shall have at least 5 members and no more than 11 members with a target membership of 10. Every Council should work to maintain its regular membership at a minimum of 8 members. If a CCI Council falls below the minimum membership of 5 persons, the CCI Council must shift its energies to recruitment to achieve the minimum number of members. The CCI Council must refrain from implementing any Work Plan activities, or selecting a chair or vice chair, until the minimum membership number is met.~~

DE. Application for CAC Membership

**OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE
COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN**

(Revised on February 8, 2018 through Motion ECA-102.0218, with effective date of April 5, 2018)

Applications for CAC membership are accepted by the Community Outreach and Engagement (CO&E) Department ~~and the CCI Unit~~ at any time. A CAC candidate's application, and for RCACs category of eligibility (Consumer Member, Provider or Member Advocate, as applicable), shall be verified by L.A. Care staff. Applicants will be subject to an initial eligibility check and debarment check with the federal Office of the Inspector General (OIG) and the General Services Administration (GSA). If the submitted information cannot be verified or the applicant appears on the debarment list, the applicant shall not be eligible for consideration. Once the application has been verified by L.A. Care staff, ~~a sub-the Selection C~~committee will be ~~established-convened~~ to review the new CAC member application. ~~The sub-committee will consist of the Chair, Vice-Chair of the CAC for which member application is submitted and L.A. Care Staff.~~ The ~~Selection sub-C~~committee will schedule a meeting with the new applicant. If the new applicant does not ~~show up~~appear to the scheduled meeting this will automatically ~~forfeit~~invalidate the applicant's application. Once the ~~Selection sub-C~~committee has met with the new applicant, ~~if selected for membership,~~ their application will be submitted to ECAC for review and consent to forward to the Board of Governors for approval.

Upon approval by the Board of Governors, a new Committee member will serve as a "Provisional" member for a period of six (6) months. Provisional members are not eligible to receive a meeting stipend until completion of the six (6) month but are able to receive reimbursements for eligible and approved transportation and ~~child care~~childcare expenses incurred to attend Committee meetings and other required activities as of the date of their approval as a Committee member. The stipend is not retroactive to time of Board of Governors membership approval. They are eligible to vote on Committee actions and recommendations but not to run for election as a Committee Chairperson or Vice-Chairperson. To achieve full Committee member status, the Provisional member must complete the following during the six (6) month provisional membership period:

1. Successfully complete a new member orientation within Ninety (90) days of approval of provisional membership
2. Attendance at one ECAC or BOG meeting
3. Attend all his or her regularly scheduled RCAC ~~or CCI Council~~ meetings and work plan activities.

At the end of the six (6) month provisional membership period, L.A. Care staff will evaluate the member's status and recommend full CAC membership or removal of the member based on a

**OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE
COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN**

(Revised on February 8, 2018 through Motion ECA 102.0218, with effective date of April 5, 2018)

failure to fulfill the provisional membership requirements. Staff may extend the member's provisional status in extenuating circumstance a maximum three (3) additional months.

Any applicant who disagrees with a decision concerning their application may appeal to CO&E ~~or CCI~~ Unit management, if the applicant disagrees with CO&E's decision the applicant may then appeal to the Governance Committee if applicant disagrees with the Governance Committee they may appeal within sixty (60) calendar days to the Executive Committee of the Board of Governors. The decision of the Executive Committee is final in all cases.

ED. Re-certification

CAC member re-certification by L.A. Care staff shall occur bi-monthly. The purpose of recertification shall be to confirm that CAC members remain eligible to continue participating in the CAC. Re-certification consists of confirming that the individual is receiving health care coverage under one of L.A. Care's product lines, or is a legal guardian or conservator of an individual receiving health care coverage under one of L.A. Care's product lines; and a monthly eligibility and debarment check with the federal Office of the Inspector General (OIG) and the General Services Administration (GSA). If the above cannot be verified or the individual appears on the debarment list, the individual's CAC membership will be terminated immediately.

FE. CAC Member Term

Since CAC member applications are received on an on-going basis, a CAC member's term of eligible service extends between the dates of his or her application until the next recertification period. Bi-monthly recertification checks and monthly eligibility and debarment checks with the federal Office of the Inspector General (OIG) and the General Services Administration (GSA) will be conducted throughout the member's term, including the initial provisional membership period.

Members will serve for an initial four-year period after which, the Selection Committee will review the member's suitability for continued membership for up to one additional four-year term. The maximum term of service for a CAC member is 8 years (two, 4-year terms). A Consumer Member's membership on a CAC will end if she/he loses eligibility for L.A. Care's benefits program. The Consumer Member may be removed within thirty (30) days from the date of loss of eligibility unless L.A. Care membership eligibility has been re-established and/or debarment by the federal OIG and/or GSA is rescinded. During the time the member is not eligible all of his or her CAC membership rights are suspended and he or she shall not receive a stipend for meeting attendance, nor will the stipend be provided retroactively once the member has re-establish his or her eligibility.

**OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE
COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN**

(Revised on February 8, 2018 through Motion ECA 102.0218, with effective date of April 5, 2018)

No more than two persons age eighteen (18) or older from the same household may serve on a CAC at the same time in the same region.

For RCACs only one Provider or Member Advocate member employed by or volunteering with a particular community based organization (CBO) or provider agency may serve on a given RCAC. In cases where the CBO or provider agency is supporting multiple programs or projects in a specific RCAC region or in multiple RCAC regions, an exception may be made to allow for more than one CBO or provider agency representative to participate in the RCAC(s).

For RCACs, Providers or Member Advocates must retain their respective eligibility status during their term on the RCAC. If the Provider or Member Advocate member is no longer associated with an L.A. Care provider or community based organization, a new representative must be assigned by the respective entity.

If a CAC Consumer Member moves to another region, he or she can become a member of the CAC of their new residence. The Consumer Member shall either be added to the new CAC's roster, or be placed on the waiting list if the new CAC's membership is at the target membership of twenty-five (25) maximum of thirty-five (35) for a RCAC with a maximum membership of thirty-five (35) and eleven (11) for a CCI Council.

A Consumer Member's membership in a CAC, or any of the privileges associated with membership, is non-transferable. Each Member of the CAC is chosen, in part, for his or her unique ability to bring valuable input to the group's discussions, deliberations and decisions. Therefore, substitute representatives may not vote and may not participate in discussion, except as a member of the public.

New CAC members must complete a formal new member orientation as provided by L.A. Care staff within ninety (90) days of being approved as a CAC member by the Board of Governors. Such orientations may occur during regularly scheduled CAC meetings, or at other designated times and locations.

GF. Resignation and Removal

Resignation: A member may resign from the CAC upon giving written notice to the CAC Chairperson and/or the assigned CO&E ~~or CCI~~ Unit staff person. A resignation is effective immediately, unless stated otherwise in the letter of resignation.

Removal:

**OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE
COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN**

(Revised on February 8, 2018 through Motion ECA-102.0218, with effective date of April 5, 2018)

a. Absences

Consistent with the Consumer Advisory Committee Operating Rules, an absence is excused when a member notifies the CAC Chairperson or assigned CO&E or CCI Unit staff person of his or her impending absence prior to the meeting or event. Notice must be in the form of a written, verbal, telephonic or electronic communication and received no less than two business days prior to the scheduled meeting.

CAC members who have two absences (excused or unexcused) and one medically excused absence (with doctor's note) from CAC meetings, CAC work plan events, or other L.A. Care sponsored events in a fiscal year, will be considered having voluntarily resigned from the CAC, effective the date of the last meeting or event missed.

If a CAC member is deemed to have voluntarily resigned due to absences as described above, he or she will be ineligible to re-apply to the CAC for a period of one (1) calendar year from the loss of CAC membership. Members who leave the CAC because of personal reasons that are communicated to CO&E or CCI Unit staff are excluded from the one (1) calendar year ineligibility period. These members will be allowed to reapply and will follow the new member application process.

b. Non-Compliance with the Code of Conduct or CAC Member Standards of Behavior

A CAC member shall be removed from the CAC if the member substantially violates L.A. Care's Code of Conduct or the CAC Member Standards of Behavior. CAC members shall receive annual training on the Code of Conduct and Standards of Behavior and are required to sign an acknowledgement stating that the member has read and understood both the Code of Conduct and the CAC Member Standards of Behavior. Failure to sign the acknowledgement of receipt and understanding of the Code of Conduct and the CAC Member Standards of Behavior upon sixty (60) days of receipt may lead to termination of CAC membership.

The removal process shall consist of a petition from L.A. Care staff or a motion recommending removal "for cause" by a majority of CAC members, which will be reviewed by the Legal Services Department and forwarded to the Governance Committee of the Board of Governors for a disposition.

**OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE
COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN**

(Revised on February 8, 2018 through Motion ECA-102.0218, with effective date of April 5, 2018)

A member removed as a result of an action by the Governance Committee may appeal to the Executive Committee² of the Board of Governors, within 60 calendar days of the Governance Committee action, whose decision shall be final in all cases.

Any CAC member removed for substantial violation of the Code of Conduct or CAC Member Standards of Behavior shall be ineligible to reapply for CAC membership. The following, while not intended to be an exhaustive list are examples of the kind of conduct which are not permitted and which will subject any CAC member to termination from Consumer Advisory Committee membership:

- Unlawful sexual harassment or other unlawful harassment, whether verbal, physical or visual.
- Actual or threatened violence.
- Falsifying or making material omission on CAC applications, request for stipend and reimbursement forms.
- Misusing, destroying or damaging property belonging to L.A. Care, a L.A. Care employee, a member or visitor.
- Fighting on L.A. Care property or at L.A. Care sponsored events.
- Gross misconduct (including, but not limited to stealing, conflict of interest and other forms of misrepresentation)

No disciplinary or retaliatory actions will be taken against anyone who reports potential fraud or abuse in good faith.

H. Replacement of Members

L.A. Care will make its best effort to replace members who resign or are removed for any reason within 60 days of their departure from their CAC.

IV. Role and Term of CAC Chairperson and Vice-Chairperson

A. CAC Leadership

The elected leadership of each CAC shall be a Chairperson and a Vice-Chairperson. At any time, the CAC Chairperson and Vice-Chairperson may not be related by blood, marriage or belong to the same “household” as defined in the Consumer Advisory Member Handbook and Guidelines and Procedures.

² *Members serving jointly on the Executive and Governance Committee and who participated in the initial proceedings shall recuse themselves from consideration of a subsequent removal appeal.*

B. Duties of CAC Chairpersons

The Chairperson shall preside at all meetings of his or her CAC. In the absence of the Chairperson, the Vice-Chairperson shall preside.

In partnership with the assigned CO&E ~~or CCI~~ Unit staff person, the Chairperson shall develop CAC meeting agendas, moderate business meetings and other discussions, provide guidance and oversight for CAC work plan projects, maintain a respectful and productive environment during meetings for discussion, and ensure inclusion of all CAC members in CAC events and activities.

The Chairperson of each CAC shall be the official representative of that CAC to the ECAC. In the absence of the Chairperson, the CAC's Vice-Chairperson will represent the CAC at ECAC.

The CAC Chairperson is responsible for reporting to ECAC the issues presented by his or her CAC and to share information gathered at ECAC with his or her CAC members.

C. CAC Chairperson Term and Election

The CAC Chairperson's and Vice-Chairperson's term shall be two years. The Chairperson or Vice-Chairperson may be re-elected for one additional two-year term for a maximum of four consecutive years.

CAC Chairperson and Vice-Chairperson regular elections shall be held in September. Only Consumer Members and Member Advocates are eligible to be Chairpersons or Vice-Chairpersons.

If a CAC is unable to elect a Chairperson and/or a Vice-Chairperson in September, the current Chairperson and/or Vice-Chairperson in good standing may retain their position beyond the conclusion of their current term for a maximum of three additional months or until a Chairperson and/or a Vice-Chairperson is elected, whichever is shorter. After three months, the Chairperson and/or the Vice-Chairperson positions will automatically become vacant and remain so until a new Chairperson and/or Vice-Chairperson is elected.

The outgoing Chairperson will be encouraged to mentor the incoming Chairperson for two months following the Chairperson election.

The Vice-Chairperson replacing a CAC Chairperson who was removed or resigned prior to end of their elected term, will complete the remaining term of the departing Chairperson with all the rights and privileges of the Chairperson as described in the L.A. Care Bylaws, PAC Operating Rules and

**OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE
COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN**

(Revised on February 8, 2018 through Motion ECAC 102.0218, with effective date of April 5, 2018)

these CAC Operating Rules. The CAC shall have the ability to have a Vice-Chairperson election to fill the vacancy left by former Vice-Chairperson.

CAC Chairpersons or Vice-Chairpersons may resign by giving written notice to the assigned CO&E staff person responsible for that region.

A CAC Chairperson or Vice-Chairperson can be removed for any one of the following reasons:

- a.) For consumer members, if he or she no longer resides in the CAC geographic area;
- b.) For advocate members, as applicable, if he or she is no longer employed in the CAC geographic area;
- c.) He or she has been convicted of a crime involving corruption, fraud or any felony;
- d.) He or she fails to follow L.A. Care's Code of Conduct or CAC Member Standards of Behaviors;
- e.) He or she has two absences (excused or unexcused) and one medically excused absence (with doctor's note) from CAC or ECAC meetings, CAC Work Plan events, ECAC Leadership Trainings or other L.A. Care-sponsored events; or has failed to attend a majority of CAC or ECAC meetings, CAC Work Plan events, ECAC Leadership Trainings or other L.A. Care-sponsored events in a fiscal year, will be considered having voluntarily resigned from the CAC, effective the date of the last meeting, training or event missed.
- f.) A request for removal has been voted on by CAC members at a scheduled meeting and submitted by the CAC to L.A. Care for disposition.
- g.) A request for removal has been voted by the ECAC members at a scheduled meeting and submitted by the ECAC for L.A. Care disposition.
- h.) A request for removal has been submitted by L.A. Care staff to the L.A. Care Board of Governors, and it is approved by the Governance Committee where a quorum is present.

The CACs shall have the ability to have a CAC Chairperson and/or Vice-Chairperson election at least once every two years, or as needed when:

- A Chairperson or Vice-Chairperson resigns;
- The CAC calls for the removal of a Chairperson or a Vice-Chairperson;
- Other circumstances considered appropriate by the ECAC.

V. Role and Term of ECAC Leadership

OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN

(Revised on February 8, 2018 through Motion ECA-102.0218, with effective date of April 5, 2018)

The elected leadership of ECAC shall be a Chairperson and a Vice-Chairperson. At any time, the ECAC Chairperson and Vice-Chairperson may not be related by blood, marriage or belong to the same “household” as define in the Consumer Advisory Member Handbook and Guidelines and Procedures.

A. ECAC Chairperson and Vice Chairperson Terms

The Chairperson and Vice Chairperson for ECAC will be elected by the members of ECAC, in November of each year, to complete a one-year term with the possibility of re-election for a second one-year term.

In order to be eligible for election to Chairperson or Vice Chairperson of ECAC, the individual must have served on the ECAC for at least one year and have actively participated in leadership development training during their tenure on the ECAC.

ECAC Chairpersons or Vice-Chairpersons may resign by giving written notice to the assigned CO&E ~~or CCI~~ Unit staff person responsible for that region.

A Chairperson or Vice-Chairperson can be removed for any one of the following reasons:

- a.) For consumer members, if he or she no longer resides in the CAC geographic area;
- b.) For advocate members, as applicable, if he or she is no longer employed in the CAC geographic area
- c.) He or she has been convicted of a crime involving corruption, fraud or any felony;
- d.) He or she fails to follow L.A. Care’s Code of Conduct or Consumer Advisory Member Standards of Behaviors;
- e.) He or she has two absences (excused or unexcused) and one medically excused absence (with doctor’s note) three from RCAC, ~~Coordinated Care Initiative (CCI)~~ or ECAC meetings, RCAC/~~CCI Council~~ Work Plan events, ECAC Leadership Trainings or other L.A. Care-sponsored events; in a fiscal year, will be considered having voluntarily resigned from the ECAC, effective the date of the last meeting, training or event missed.
- f.) A request for removal has been voted on by RCAC or CCI Council members, as applicable, at a scheduled meeting and submitted by the RCAC/~~CCI Council~~ to L.A. Care for disposition.
- g.) A request for removal has been voted by the ECAC members at a scheduled meeting and submitted by the ECAC for L.A. Care disposition.
- h.) A request for removal has been submitted by L.A. Care staff to the L.A. Care Board of Governors, and it is approved by the Governance Committee where a quorum is present.

B. ECAC At-Large Member Terms

The two ECAC At-Large Members, one At-Large member will represent the RCACs and the other At-Large Member will represent the L.A. Care member population of seniors and persons with

**OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE
COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN**

(Revised on February 8, 2018 through Motion ECA-102.0218, with effective date of April 5, 2018)

~~disabilities~~~~CCI Councils~~, will be selected by the members of ECAC, in November of each year, to complete a two-year term with the possibility of re-selection to a second two-year term.

Only RCAC/CCI Consumer Members or Member Advocates in good standings are eligible for selection for the two At-Large Members to the ECAC.

In addition to the CAC Chairpersons, the two At-Large Members shall comprise the ECAC.

At-Large Members may resign by giving written notice to the assigned CO&E ~~or CCI~~ Unit staff person responsible.

At-Large Members can be removed for any one of the following reasons:

- a.) For consumer members, if he or she no longer resides in the CAC geographic area;
- b.) For advocate members, as applicable, if he or she is no longer employed in the CAC geographic area
- c.) He or she has been convicted of a crime involving corruption, or any felony;
- d.) He or she fails to follow L.A. Care's Code of Conduct or Consumer Advisory Committee Member Standards of Behaviors;
- e.) He or she has two absences (excused or unexcused) and one medically excused absence (with doctor's note) three from RCAC, ~~CCI Council~~ or ECAC meetings, RCAC/~~CCI Council~~ Work Plan events, ECAC Leadership Trainings or other L.A. Care-sponsored events, in a fiscal year, will be considered having voluntarily resigned from the ECAC, effective the date of the last meeting, training or event missed.
- f.) A request for removal has been voted on by RCAC/~~CCI Council~~ members at a scheduled meeting and submitted by the RCAC/~~CCI Council~~ to ECAC for disposition.
- g.) A request for removal has been voted on by the ECAC members at a scheduled meeting and submitted by the ECAC for L.A. Care disposition.
- h.) A request for removal has been submitted by L.A. Care staff to the L.A. Care Board of Governors, and it is approved by the Governance Committee where a quorum is present.

Guidelines and procedures for role and responsibility for the ECAC and At-Large Members can be found in the Consumer Advisory Member Handbook and Guidelines and Procedures.

VI. Code of Conduct

L.A. Care's Code of Conduct and the Consumer Advisory Member Standards of Behavior shall govern the behavior of CAC members when they are acting on behalf of L.A. Care. As part of L.A. Care's Public Advisory Committee structure, each CAC member shall receive; review and acknowledge receipt of copy of the Code of Conduct and CAC Member Standards of Behavior annually. Failure to sign the

OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN

(Revised on February 8, 2018 through Motion ECA 102.0218, with effective date of April 5, 2018)

acknowledgement of receipt and understanding of the L.A. Care Code of Conduct and CAC Member Standard of Behavior upon sixty (60) days of receipt may lead to termination of CAC membership.

VII. CAC Meetings

A. Public Meeting

Notice of CAC meetings is posted seventy-two (72) hours in advance of the meeting or in accordance with the “Ralph M. Brown Act.” All CAC meetings are open to the public.

B. Meeting Schedule and Location

CACs will meet every other month on a schedule and location to be determined jointly by L.A. Care staff and the CAC members. L.A. Care will provide a location for all CAC meetings and all necessary tools and materials to run meetings, including, but not limited to:

- Ensuring that all meeting locations are accessible to all participants;
- Providing accommodations to allow all individuals to attend;
- Participating in the meetings

With guidance from the assigned CO&E ~~or CCI~~ Unit staff person, CAC members shall set the date and time of each meeting. CACs shall meet at a convenient location within its regional boundaries with appropriate meeting facilities and access to public transportation and/or parking.

C. Quorum and Voting

A majority of ~~that each month's meeting's~~ official CAC membership must be present in person to have an official CAC meeting. All official acts of the CAC require a majority vote of the members present. No vote or election shall be by secret ballot.

D. Additional Meeting Guidelines

CAC meetings will be conducted as informal discussion forums, in such a way that all members have input and the opportunity to reach consensus on issues. Use of formal communications systems such as parliamentary procedures based on the most recent edition of “Robert’s Rules of Order Newly Revised” may be used to supplement the informal conversation and provide structure, especially to the disposition of motions from the members.

**OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE
COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN**

(Revised on February 8, 2018 through Motion ECA 102.0218, with effective date of April 5, 2018)

All official CAC business (i.e., votes, consensus items, election of Chairperson and Vice-Chairperson, recommendations to the ECAC, CAC Work Plan project, etc.) shall occur at a designated time and location every other month and entered into the public record through the meeting summary written by the assigned CO&E ~~or CCI~~ Unit staff person and then reviewed and approved at a subsequent CAC meeting. Each written meeting summary will be posted on the L.A. Care website and submitted to DHCS no later than 45 calendar days after each meeting. Meeting summaries will be retained for no less than 10 years and available upon request.

Decisions concerning work plans, events and other issues will be made by the CAC as a whole. Reports from the work groups shall be a regular part of the CAC meeting structure and shall include recommendations for consideration by the CAC as a whole.

The CAC meeting will be conducted in accordance with the official meeting agenda. CAC members will be mailed the agenda by L.A. Care at least seven days prior to the meeting or as soon as practical thereafter. The Chairperson of the CAC with the assistance of the assigned CO&E ~~or CCI~~ Unit staff person will prepare the agenda for each general meeting based on the input of the CAC as a whole. Agendas will be reviewed and approved by the CAC members at the beginning of every meeting. Only CAC members may participate in votes on an issue and the election of a Chairperson and Vice-Chairperson. L.A. Care staff and the public may participate in discussion when recognized by the CAC Chairperson. The public shall be encouraged to share its comments during the public comment portions of the meeting.

CAC requests for information and materials should be made through the CAC Chairperson to the assigned CO&E or CCI Unit staff person, who will forward the request(s) to any appropriate departments. L.A. Care staff will make every effort to respond to these requests in a timely manner. Copies of L.A. Care's public documents are available to individuals by request through L.A. Care's Board Services or Legal Departments.

Any written communication(s) the CAC decides to send or distribute outside of L.A. Care must first be reviewed and approved by the ~~Senior Director~~ Chief of Communications and Community Relations (or his or her designate). Certain outreach materials intended for wide distribution (brochures, posters, etc.) may also require approval from the California Department of Health Services.

Funding for support of the CACs and ECAC is determined by the Board of Governors each year in the annual L.A. Care budget. Completed project plan and budget request forms shall be submitted and reviewed by the ~~Community Outreach and Engagement~~ or CCICO&E Unit staff prior to expenditure of

**OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE
COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN**

(Revised on February 8, 2018 through Motion ECAC 102.0218, with effective date of April 5, 2018)

funds. Unspent CAC Work Plan funds cannot be donated or carried over into the next fiscal year. Unused Work Plan funds will be returned to L.A. Care's general fund.

CAC approved recommendations may be forwarded to the ECAC by the CAC Chairperson. In addition, the ECAC may request the CACs to review and comment on issues ECAC identifies.

The CAC Chairperson is responsible for ensuring that all issues or concerns carried to the ECAC for discussion and consideration reflect a true CAC consensus and diversity of opinion.

VIII. Regional Boundaries

CACs shall be established within each of the regional areas as defined by L.A. Care's Board of Governors.

CAC members are assigned to a specific CAC based on their zip code of residence (Consumer Members), area of community service (Member Advocates), or place of work (Providers). Regional boundaries are for CAC purposes only and do not affect a L.A. Care member's ability to access care in different regions.

IX. CAC and ECAC Member Stipends and Reimbursement

CAC members serve as volunteers and shall not be compensated for their services or reimbursed for their out-of-pocket expenses except as provided by L.A. Care's Policy AFS-004 (Expense Reimbursement) or as indicated below, subject to approval by L.A. Care's Board of Governors. Eligible CAC Consumer Members who attend at least 80% of their scheduled CAC meetings or CO&E/~~CCI~~ Unit staff approved L.A. Care, ECAC or CAC special meetings or events may receive a cash stipend or grocery gift card for participating in the meeting. The stipend amount is determined by the Governance Committee of the Board of Governors.

Eligible CAC and ECAC members may receive a cash stipend or grocery gift card for participating in CO&E/CCI Unit staff approved L.A. Care, ECAC or CAC special meetings or events.

ECAC Chairpersons or Vice Chairpersons assuming the leadership role at the ECAC monthly meeting may be eligible to receive a cash stipend or grocery gift card for leading the ECAC meeting.

CAC Chairpersons or Vice-Chairpersons assuming the leadership role at their CAC Meeting may be eligible to receive a cash stipend or grocery gift card, for leading their CAC meeting.

At-Large Members assuming the work of the ECAC may be eligible to receive a cash stipend or grocery gift card.

OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN

(Revised on February 8, 2018 through Motion ECA 102.0218, with effective date of April 5, 2018)

Details specific to CAC and ECAC member eligibility and for determining which meetings, events or special functions are eligible for possible receipt of a cash stipend or grocery gift card and amount of the stipend can be found in the CAC Member Handbook and Guidelines and Procedures.

Only consumer members are eligible to receive a cash stipend (or grocery gift card).

Both consumer members and consumer advocate ECAC members who serve as a CAC chair are eligible to receive a cash stipend for conducting their CAC meetings and ECAC attendance. Vice-Chairs are eligible to receive a cash stipend, if they conduct their CAC meeting or represent their CAC at the ECAC meeting in the absence of their chair. Advocate members invited to attend an ECAC meeting are eligible to receive a mileage reimbursement. In all cases, stipends paid shall be deemed taxable income and reported to the relevant tax authorities in accordance with applicable law and regulations.

CAC Consumer and RCAC Advocate members may be eligible for certain reimbursements to attend other approved L.A. Care, ECAC or CAC special meetings or events.

In addition, in order to be eligible to receive a stipend and/or reimbursement, each CAC member or ECAC member must successfully complete New Member Orientation and an ethics training provided by CO&E/~~CCI~~ Unit staff.

X. Election of Member and Member Advocate to the Board of Governors

The Board approved Consumer Members in each CAC shall vote for one Member and one Member Advocate to represent the interest of Members on the Board of Governors. The two representatives' names shall be forwarded to the Los Angeles County Board of Supervisors, the official appointing body for the Board of Governors of L.A. Care.

XI. Amendments to the CAC and ECAC Operating Rules

These CAC and ECAC Operating Rules are duly adopted by L A. Care's Board of Governors and may be amended by the Board of Governors according to L.A. Care Bylaws Article XI. The CAC and ECAC Operating Rules were revised on February 8, 2018 through Motion ECA 102.0218. The effective date of this Operating Rule is ~~April 5~~June 26, 2024~~18~~.

ATTESTED BY:

~~G. Michael Roybal, MD~~

**OPERATING RULES FOR THE CONSUMER ADVISORY COMMITTEES AND EXECUTIVE
COMMUNITY ADVISORY COMMITTEE OF L.A. CARE HEALTH PLAN**

(Revised on February 8, 2018 through Motion ECA 102.0218, with effective date of April 5, 2018)

Secretary, Board of Governors

Date Signed: _____

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