COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

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BOARD OF SUPERVISORS
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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

Reply To: (213) 738-4601
Fax: (213) 386-1297

June 16, 2009

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

Dear Supervisors:

AUTHORIZATION TO RATIFY AND ENTER INTO NEW AGREEMENTS WITH THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES AND THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request to ratify the Department of Mental Health's prior acceptance of Agreements and delegated authority to enter into new Agreements with the Housing Authority of the City of Los Angeles and the Housing Authority of the County of Los Angeles for rental subsidies through their Homeless Section 8 Housing Choice vouchers and Shelter Plus Care certificates programs.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Ratify the Department of Mental Health's (DMH) prior acceptance of 12 Agreements, as listed on Attachment I, with the Housing Authority of the City of Los Angeles (HACLA) and the Housing Authority of the County of Los Angeles (HACoLA) to provide Homeless Section 8 Housing Choice vouchers (Section 8 vouchers) and Shelter Plus Care certificates to existing DMH clients valued at approximately $33,843,192.

2. Delegate authority to the Director of DMH, or his designee, to extend and/or amend existing agreements, and sign and execute new agreements to accept new rental subsidy grants from HACLA and HACoLA; and for DMH to provide supportive mental health services to match the rental subsidies when new grants are awarded and/or existing grants are extended, provided that: 1) approval of County Counsel and the Chief Executive Officer (CEO) is obtained prior to any

such Amendment or Agreement; 2) the Director of Mental Health notifies the CEO's office of new Agreements or Agreement changes within 30 days after execution of each Amendment or Agreement; 3) the CEO is updated with an annual housing grant listing; and 4) DMH returns to the Board in five years, by June 30, 2014, to renew delegated authority to enter into the agreements with HACLA and HACoLA for rental subsidy grants.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended actions will ratify DMH's prior acceptance of 12 Agreements with HACLA and HACoLA (collectively known as "Agreements") and allow DMH to extend, amend or enter into new agreements with HACLA and HACoLA (collectively known as "Housing Authorities") for the purpose of accepting Section 8 vouchers and Shelter Plus Care certificates for existing DMH clients and their families who meet Section 8 voucher and Shelter Plus Care certificates eligibility conditions. Because Agreements are drafted by the Housing Authorities and not by DMH, new Agreement formats may not be substantially similar to the Agreements ratified herein (Attachments II and III). Therefore, any new Agreement will be subject to review and approval by County Counsel and CEO prior to execution to ensure the purpose of the agreement remains the same.

Retroactive Contracts Review Committee

DMH met with the Retroactive Contracts Review Committee (RCRC) to discuss our retroactive request, including the corrective action plan. The RCRC determined that the Department was out of compliance with the requirement to have all contractual agreements that obligate the County in any way be reviewed by County Counsel and, if required, approved by the Board prior to entering into the agreements. They recommended that the Department perform an inquiry as to whether DMH has entered into any other agreements with entities outside the County that had not been reviewed by County Counsel or ratified by the Board. The Department is currently canvassing each DMH Bureau to determine if any such agreements exist; and if an agreement is found, DMH will take the appropriate action.

DMH introduced a corrective action plan to the RCRC and is implementing this plan to prevent a recurrence. DMH's corrective action plan (Attachment IV) will ensure awareness of expiring and new housing agreements and that necessary steps are taken to ensure compliance with all contractual and County requirements. The RCRC recommended that the Department proceed with filing this Board letter.

By ratifying the current Agreements and delegating authority to enter into future agreements, DMH commits to provide the required matching supportive mental health services for rental subsidies.

Implementation of Strategic Plan Goals

The recommended actions are consistent with County Strategic Plan Goal 1, Operational Effectiveness; Goal 2, Children, Family and Adult Well-Being; and Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

There is no increase in net County cost. The Department has staff dedicated to administering these Federal housing subsidy programs. The total cost to administer these programs is $705,675; $356,552 is funded through the Mental Health Services Act, and $349,123 is Sales Tax Realignment funds. Both the Section 8 vouchers and Shelter Plus Care certificates programs are federally funded programs whose funds originate through the United States Department of Housing and Urban Development (HUD) and are distributed locally by the Housing Authorities. The Shelter Plus Care certificates and Section 8 vouchers programs are designed to provide housing and supportive services on a long-term basis for homeless persons with disabilities and their families.

There is no actual cash match required from DMH nor is there cash revenue from these agreements. The Shelter Plus Care contracts do require a match of supportive services for every dollar of rental subsidy provided to DMH clients in the program. Through the contracts, DMH is required to provide supportive services in an amount equal to the rental subsidy provided by the Housing Authorities for Shelter Plus Care grants. These supportive services include, but are not limited to, case management, mental health services, medication support, vocational training and referrals to appropriate services such as health and legal services. The Housing Choice Voucher agreements have no such requirement. Currently, the required service match for the Shelter Plus Care grants is $25,849,992. DMH meets the service match requirements by providing quarterly/annual reports on the cash value of the mental health services provided to the clients through its existing programs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DMH, through a competitive process, responded to a Request for Proposals issued by the Housing Authorities to award Section 8 vouchers and Shelter Plus Care certificates. The Housing Authorities sought providers, like DMH, who have extensive experience in

serving individuals who have a disability such as a diagnosis of mental illness and who are homeless or at risk of homelessness. DMH was awarded Section 8 vouchers or Shelter Plus Care certificates grants to house DMH clients. However, DMH did not inform County Counsel nor CEO of this award, and therefore did not draft a Board letter requesting authority to accept the awards. DMH accepted the Agreements due to the belief that authority existed.

Pursuant to authority granted by Board letters adopted January 4, 2000, and November 21, 2000, DMH previously had Board approval to enter into the Agreements. However, DMH was mistaken that it had authority to continue to enter into new Agreements. The RCRC was informed of this mistake and requested a corrective action plan and recommended that DMH prepare this Board letter to ratify the previously executed Agreements and request delegated authority to amend the Agreements or enter into new Agreements.

DMH is requesting delegated authority to enter into new Agreements because on occasion, due to a long standing working relationship, additional unused Section 8 vouchers and Shelter Plus Care certificates are offered to DMH by either Housing Authority. In these instances, DMH has approximately two weeks to accept an offer of Shelter Plus Care certificates or Section 8 vouchers since the Housing Authorities are mandated to move prospective clients into housing as quickly as possible. It is for this reason that delegated authority to enter into agreements is being requested. The Agreements are executed in a timely manner by the Housing Authorities, respectively, in order to memorialize the nature of the agreement between DMH and the Housing Authorities, delineating the responsibilities of the Housing Authority and DMH.

Since 1997, DMH has been granted 598 Shelter Plus Care certificates and over 500 Section 8 vouchers through the Section 8 Homeless Set-Aside Program administered by both Housing Authorities. In the past couple of years, due to the successful utilization of Section 8 vouchers and Shelter Plus Care certificates, DMH has been awarded an increase in the number of Section 8 vouchers and Shelter Plus Care certificates: in Fiscal Year (FY) 2007-08 DMH had been awarded a total of 350 Section 8 vouchers; in FY 2008-09 that number increased by 150 to 500 vouchers. Currently, approximately 15 applications for Section 8 vouchers and Shelter Plus Care certificates are submitted to DMH for processing on a weekly basis. Almost 100 percent of DMH Section 8 vouchers and Shelter Plus Care certificates applications are approved by the Housing Authorities. DMH's extensive network of directly-operated and contract clinics have assisted clients in finding and maintaining permanent housing through the Section 8 vouchers and Shelter Plus Care certificates programs.

The Agreements, as listed on Attachment I, have been reviewed as to form by County Counsel. The CEO has reviewed the proposed action. Administrative staff at DMH will continue to administer and supervise the Agreements and ensure that Agreement provisions and Departmental policies are followed.

CONTRACTING PROCESS

DMH is requesting that your Board ratify DMH's prior acceptance of the 12 Agreements with the Housing Authorities as listed on Attachment I. In August 2008, DMH, in collaboration with the Housing Authorities, applied for three new housing grants to add 174 Shelter Plus Care certificates through the HUD Continuum of Care application process. DMH also responded to an RFP for a new Section 8 vouchers grant and asked for 500 vouchers of which 200 vouchers are specifically for the Homeless CalWORKs Families Project (HCFP). The HCFP is a County effort to transition homeless families into permanent housing within a relatively short period of time, approximately six months. Delegated authority will allow DMH to accept these rental subsidy Section 8 vouchers and Shelter Plus Care certificates without delay once notified of the award.

IMPACT ON CURRENT SERVICES

Board ratification of the existing agreements and delegated authority for future agreements will allow DMH to continue receiving the current or a greater level of rental subsidies from HACLA and HACoLA made available to DMH clients and their families. These agreements will continue to reduce homelessness in Los Angeles County.

Respectfully submitted,

Marvin J. Southard, D.S.W.
Director of Mental Health

MJS:MF:RK

Attachments (4)

c: Chief Executive Officer
Acting County Counsel
Chairperson, Mental Health Commission
Executive Officer, Board of Supervisors

Los Angeles County - Department of Mental Health
Adult Justice, Housing, Employment and Education Services
Countywide Housing, Employment and Education Resource Development
Housing Grant List

Contract #	Grant #	Housing Authority	Contract Period	Contract Renewal Date	No of cert / vouch	Grant Amount[6]
2008 DMH Consolidated Contract (DMH 1)[1]	CA-16C700188	HACoLA	08/15/08 to 07/31/09	02/01/10	43	$ 597,696
DMH 5	CA-16C200007	HACoLA	03/01/09 to 02/28/10	03/01/10	83	$ 4,358,600
DMH 6	CA-16C300001	HACoLA	09/01/04 to 08/31/09	09/01/09	20	$ 1,236,060
DMH 7	CA-16C400001	HACoLA	07/06/05 to 07/05/2010	07/06/10	45	$ 2,556,900
DMH 8	CA-16C500001	HACoLA	05/23/06 to 05/22/2011	05/23/11	111	$ 6,340,300
DMH 9	CA16C600168	HACoLA	12/15/07 to 11/30/2012	12/01/12	25	$ 1,495,140
Homeless Section 8 HCV[2] Program[3]	Amendment	HACoLA	01/01/09 to 12/31/09	1/1/2010	100	$ 1,249,200
Total for HACoLA					427	$ 17,833,896
HA-2008-010[4]	CA-16C70-0204	HACLA	08/01/08 to 07/31/09	07/31/09	85	$ 512,196
HA-2004-022	CA-16C30-0032	HACLA	05/10/04 to 05/09/09	05/10/09	50	$ 2,339,940
HA-2006-001	CA-16C40-0009	HACLA	05/01/06 to 04/30/2011	05/01/11	60	$ 3,420,720
HA-2004-003 (L.A.'s Hope)	CA-16DC3-0029	HACLA	02/04/04 to 02/03/10	02/04/10	80	$ 2,992,440
HA-2002-032 Homeless Section 8 HCV Program[5]		HACLA	05/01/09 to 04/30/10	05/01/10	500	$ 6,744,000
Total for HACLA					775	$ 16,009,296
Total for All Grants					1202	$ 33,843,192

1 - DMH 1 to DMH 4 were consolidated into one grant as of 02/01/08.

2 - Housing Choice Voucher

3 - The grant amount of the HACoLA Homeless Section 8 HCV Program is based on the estimation of the payment for 1 bedroom unit ($1,041) for 100 vouchers annually.

4 - HA-2007-071, HA2007-070 and HA 2007-034 were consolidated into HA-2008-010 as of 8/1/08. Received the agreement on 10/20/08.

5 - The grant amount of the HACLA Homeless Section 8 HCV Program is based on the estimation of the payment for 1 bedroom unit ($1,124) for 500 vouchers annually.

6 - The grant amount is the value of rental subsidies for which DMH has agreed to provide a dollar-to-dollar supportive services match to DMH clients.

AGREEMENT
BETWEEN THE HOUSING AUTHORITY OF
THE COUNTY OF LOS ANGELES
AND
THE COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
RELATING TO SHELTER PLUS CARE
TENANT BASED RENTAL ASSISTANCE (TBRA)

This Agreement is made and entered into in duplicate original this 5th day of August 2008 by and between the HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES, hereinafter referred to as "AUTHORITY", and the COUNTY OF LOS ANGELES by and through its DEPARTMENT OF MENTAL HEALTH hereinafter referred to as "CONTRACTOR".

WHEREAS, the AUTHORITY recognizes the need for and desires to link rental assistance to supportive social services for very low income, hard-to-serve homeless persons with disabilities (primarily due to substance abuse, mental illness, and/or AIDS or related disease) and their families; and

WHEREAS, the AUTHORITY, has been designated by the U.S. Department of Housing and Urban Development (HUD) as the agency responsible for administering a Shelter Plus Care (SPC), Tenant Based Rental Assistance (TBRA) Program (hereinafter called the "Program") in the County of Los Angeles pursuant to the provisions of Title IV of the Stewart B. McKinney Homeless Assistance Act; and

WHEREAS, through the 2007 HUD Super Notice of Funding Availability (NOFA) process, the AUTHORITY was awarded SPC renewal funding resulting in HUD and AUTHORITY SPC Grant Agreement # CA16C700188; and

WHEREAS, the AUTHORITY in accordance with the Program will provide training and direction to the CONTRACTOR, who shall be a local service provider and because of its training, experience and qualifications, will provide appropriate supportive services to homeless persons with disabilities (primarily due to substance abuse, mental illness, and/or AIDS or related disease) and their families at least equal in value to the aggregate amount of rental assistance funded by HUD; and

WHEREAS, the AUTHORITY will make rental assistance payments to private landlords for units occupied by eligible persons in accordance with the terms and conditions described in the Shelter Plus Care Housing Assistance Payments Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth the AUTHORITY and the CONTRACTOR agree as follows:

1. DEFINITIONS

The terms and phrases in this Section 1 shall have the meanings defined by HUD and set forth below when used in this Agreement through out and hereafter.

a. **Chronically Homeless Person**: An unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more OR has had at least four (4) episodes of homelessness in the past three (3) years. To be considered chronically homeless a person must have been on the streets or in an emergency shelter (i.e. not transitional housing) during these episodes.

b. **Eligible Persons**: Shelter Plus Care eligible person must be homeless AND have a disability.

c. **Disability**: a condition that is expected to be indefinite in duration; substantially impedes independent living; AND could be improved by more suitable housing. Written determination must be made by a psychiatric or medical professional trained to make such a determination.

d. **Homeless**:

1. A person is homeless if he/she lives:
   a. In a place not meant for human habitation, i.e. streets, cars, abandoned buildings, parks, bus station, etc.; or
   b. In an emergency shelter; or
   c. In transitional or supportive housing (for people coming from streets or shelter); or
   d. In any of the above places, but is in a hospital/institution for 30 days or less.

2. A person is homeless if he/she is:
   a. Being evicted within a week from a private dwelling OR discharged within a week from a facility where they stayed 31 days or more and housing is not provided as part of discharge planning; or.
   b. A victim of domestic abuse and no subsequent residence has been identified

   AND no resources and support networks to obtain housing exist.

2. SERVICES AND DUTIES

CONTRACTOR shall provide the following supportive services for a minimum of forty-three (43) disabled homeless participants.

a. Under the guidance of the AUTHORITY, provide outreach and intake services, including disseminating Shelter Plus Care Program information, to potential Program participants; assist individuals in preparing

application packages, including required documentation; and submit applications of eligible individuals to the AUTHORITY for review and final approval resulting in a minimum of forty-three (43) homeless participants with disabilities gaining and then maintaining suitable housing.

b. Conduct ongoing assessment of the housing needs and supportive services required by the participants in the Program, including supportive services designed to assist participants with Program compliance.

c. Ensure that qualified service providers in the area are available to provide appropriate supportive services to the participants. For any individual with acquired immunodeficiency disease syndrome or a related disease who requires more intensive care that can be provided through the tenant based rental assistance, the Contractor shall locate a care provider who can appropriately care for the indivi0dual and refer the individual to the care provider.

d. Appropriate supportive services include, but are not limited to the following: physical and mental health assessment; permanent housing; alcohol abuse treatment and counseling; day care; nutritional services; intensive care when required; and assistance in gaining access to local, state and federal government benefits and services and a variety of other support services to households of disabled persons with HIV/AIDS or related diseases within the AUTHORITY'S jurisdiction which results in stable subsidized housing in a residential neighborhood of the participants' choice.

3. COMPENSATION

There will be no compensation to CONTRACTOR for the services delineated in this Agreement. The CONTRACTOR agrees to provide the services required as described in this Agreement with no remuneration.

4. TERM

The term of this Agreement shall commence as of the date and year first indicated above and shall terminate on or before July 31, 2009. The AUTHORITY reserves the right to cancel this Agreement with or without cause upon 30 days prior written notice to CONTRACTOR during said period.

The AUTHORITY may grant time of performance modifications and/or extensions to this Agreement when such modifications or extensions:

a. Will not change the project goals or scope of service
b. Are specifically requested by the CONTRACTOR
c. Are in the best interest of the AUTHORITY and the CONTRACTOR in performing the scope of services under this Agreement and;

d. Are consistent with the regulatory and funding limitations prescribed by HUD.

5. TERMINATION FOR IMPROPER CONSIDERATION

The AUTHORITY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any AUTHORITY officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Agreement. In the event of such termination, AUTHORITY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by an AUTHORITY officer or employee to solicit such improper consideration. The report shall be made either to the AUTHORITY manager charged with the supervision of the employee or to the manager's designee.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

6. TERMINATION FOR CONVENIENCE

The AUTHORITY reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

7. TERMINATION FOR CAUSE

This Agreement may be terminated by the AUTHORITY upon written notice to the CONTRACTOR for just cause (failure to perform satisfactorily) with no liability incurred b y the AUTHORITY upon termination or upon the occurrence of any of the following events in a, b, or c:

a. Should the CONTRACTOR fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the CONTRACTOR, and should the CONTRACTOR neglect or refuse to provide a means for satisfactory compliance with this

Agreement and with the direction of the AUTHORITY within the time specified in such notice, the AUTHORITY shall have the power to suspend or terminate the operations of the CONTRACTOR in whole or in part.

b. Should the CONTRACTOR fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three days by the CONTRACTOR; then notice of deficiency thereof in writing will be served upon CONTRACTOR: then notice of deficiency thereof in writing will be served upon CONTRACTOR by the Manager of Central Services. Should the CONTRACTOR fail to comply with the terms of this Agreement within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operation of the CONTRACTOR in whole or in part.

c. In the event that a petition of bankruptcy shall be filed by or against the CONTRACTOR.

If, through any cause, the CONTRACTOR shall fail to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, the AUTHORITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR if such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps models, photographs and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the AUTHORITY become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

8. SUBCONTRACTING

The CONTRACTOR shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the AUTHORITY.

9. EMPLOYEES OF CONTRACTOR

Workers' Compensation: CONTRACTOR understands and agrees that all persons furnishing services to the AUTHORITY pursuant to this Agreement are, for the purpose of Workers' Compensation liability, employees solely of the CONTRACTOR. CONTRACTOR shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries

arising from an accident connected with services provided to the AUTHORITY under this Agreement.

Professional Conduct: The AUTHORITY does not and will not condone any acts, gestures, comments or conduct from the CONTRACTOR'S employees, agents or subcontractors which may be construed as sexual harassment or any type of activities or behavior that might be construed as harassment. The AUTHORITY will properly investigate all charges of harassment by residents, employees or agents of the AUTHORITY against any and all CONTRACTOR'S employees, agents or SUBCONTRACTORS providing services for the AUTHORITY. The CONTRACTOR assumes all liability for the actions of the CONTRACTOR'S employees, agents or SUBCONTRACTORS and is responsible for taking appropriate action after reports of harassment are received by the CONTRACTOR.

10. STAFFING REQUIREMENT

The AUTHORITY recognizes the importance of appropriate staff as it pertains to the delivery of supportive services cited in this Agreement. The CONTRACTOR shall honor the staffing terms stated in the original Grant Application (Proposal) that was approved by the AUTHORITY. If changes in staffing terms must be made, the CONTRACTOR agrees to seek the approval of the AUTHORITY prior to any staff adjustments.

11. SERVICES COORDINATION

The CONTRACTOR will provide to the Program participant a housing specialist to work with a participant to develop an individualized housing and services plan, appropriate to the participant's needs. This plan may include, but is not limited to, focusing on sobriety, alcohol and drug-free housing, life skills training, public benefits and entitlements, medical care, and legal concerns.

The CONTRACTOR will require that the participants meet with their housing specialist at least once a month to discuss the progress in their housing plans and to determine what adjustments are needed to be made in the order to achieve independent living and self-sufficiency

12. INSURANCE

CONTRACTOR shall provide and maintain, at its own expense during the term of this Agreement, a policy or policies of insurance meeting the minimum requirements contained in Attachment I and attached hereto and made a part of this Agreement.

This Agreement or any provision thereof or any right or obligation arising hereunder is not assignable in whole or in part without the expressed written consent of the AUTHORITY.

13. ASSIGNMENT

This Agreement or any provision thereof or any right or obligation arising hereunder is not assignable in whole or in part without the expressed written consent of the AUTHORITY.

14. NOTICES

All notices, correspondence and invoices shall be delivered or mailed with postage prepaid to the following address:

Housing Authority of the County of Los Angeles
Margarita Lares, Director
Attn: Fia Phillips
Assisted Housing Division
12131 Telegraph Road
Santa Fe Springs, CA 90670

County of Los Angeles Department
of Mental Health
Marvin J. Southard, D.S. W., Director
550 S. Vermont Avenue
Los Angeles, CA 90020

15. NON-DISCRIMINATION

In the performance of its obligations hereunder, the CONTRACTOR shall comply with the provisions of all federal, state or local laws prohibiting discrimination on the grounds of race, color, religion, sex, physical disability, creed or national origin.

16. INDEMNIFICATION

The CONTRACTOR agrees to defend, indemnify and save harmless the AUTHORITY, the Community Development Commission of the County of Los Angeles ("Commission"), and their agents, officers and employees from and against any all liability or expense, including defense cost and legal fees, claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with the CONTRACTOR'S services, including any Worker's Compensation suits, liability or expense arising or connected with services rendered pursuant to this Agreement.

17. INDEPENDENT CONTRACTOR

The CONTRACTOR shall perform the services as contained herein as an independent CONTRACTOR and shall not be considered an employee of the AUTHORITY or under AUTHORITY supervision or control. This Agreement is by and between the CONTRACTOR and the AUTHORITY, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the AUTHORITY and the CONTRACTOR.

18. FORMS AND REPORTS

a. Supportive Services Quarterly Match
The CONTRACTOR shall submit Supportive Service Quarterly Match to the AUTHORITY by the 5th of the month following the quarterly reporting period. The Authority will supply the CONTRACTOR with a "Forms and Reports Diskette", which includes the Supportive Service Quarterly Match. The CONTRACTOR may use and submit its own variation of the Supportive Service Quarterly Match in so much that the delivery of services and a financial match is provided. In cases where the CONTRACTOR uses expense standards that are different from those provided by the AUTHORITY in Attachment V (Supportive Service Quarterly Match), the CONTRACTOR should provide the AUTHORITY with a list of standards by which the supportive service expenses are being calculated.

b. Client Progress Report

The CONTRACTOR shall submit the individual Client Progress Report to the AUTHORITY by the 5th of the month following the quarterly reporting period. The Client Progress Report will assist in meeting the contractual obligation specified in the section titled "Service and Duties", subsection a. Please see Attachment VI (Client Progress Report) of the Contract or reference the Client Progress Report on the "Forms and Reports Diskette".

c. Annual Progress Report

The CONTRACTOR is obligated to complete pages 10,11, 12, and 13 of the Annual Progress Report (APR). The CONTRACTOR must submit the above pages to the AUTHORITY 30 days after the end of the operating year. These page numbers are subject to change due to HUD update of the forms. The APR pages can be found on the Forms and Reports Diskette provided by the AUTHORITY. For the purposes of the APR, the CONTRACTOR'S Operating Year commences February 1st of each year and ends January 31st of the following year.

19. CONFIDENTIALITY OF REPORTS

The CONTRACTOR shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the AUTHORITY.

20. APPROPRIATIONS

The United States of America, through the HUD, may in the future place programmatic or fiscal limitation(s) on funds not presently anticipated. Accordingly, the AUTHORITY reserves the right to revise this Agreement in order to take into account actions affecting HUD program funding. In event of funding reduction, the AUTHORITY may reduce the budget of the Agreement, as whole or as to a cost category, may limit the rate or the CONTRACTOR'S authority to commit and spend funds, or may restrict the CONTRACTOR'S use of both its uncommitted and unspent funds. Where HUD has directed or requested the AUTHORITY to implement a reduction of funding, in whole or as to a cost category, with respect for funding for this Agreement, the Executive Director may act for the AUTHORITY in implementing and effecting such a reduction of funding, in whole or as to a cost category, with respect for funding for this Agreement, the Executive Director may act for the AUTHORITY in implementing and effecting such a reduction in revising this Agreement for such purposes. Where the Executive Director has reasonable grounds to question that the CONTRACTOR has materially complied with the terms of this Agreement, the Executive Director may act for the AUTHORITY in suspending the operation of this Agreement up to sixty (60) days, upon three (3) days notice to the CONTRACTOR of his intention to so act, pending audit or other resolution of such questions. In no event, however, shall any revisions made by the AUTHORITY affect expenditures and legally binding commitments made by the CONTRACTOR before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitment are consistent with HUD cash withdrawal guidelines.

21. [INTENTIONALLY LEFT BLANK]

22. FEDERAL LOBBYIST REQUIREMENTS

The CONTRACTOR is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The CONTRACTOR must certify in writing (Attachment IV) that they are familiar with the Federal Lobbyist Requirements and that all persons and/or SUBCONTRACTORS acting on behalf of the CONTRACTOR will comply with the Lobbyist Requirements.

Failure on the part of the CONTRACTOR or persons/subcontractors acting on behalf of the CONTRACTOR to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

23. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible contractor is a contractor, consultant, vendor or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the AUTHORITY, Commission, and County to conduct business only with responsible contractors.

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

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

D. If there is evidence that the CONTRACTOR may be subject to debarment, the AUTHORITY will notify the CONTRACTOR in writing of the evidence, which

is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the AUTHORITY shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.

H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or

terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board. These terms shall also apply to subcontractors and sub-consultants of County, AUTHORITY, or Commission contractors, consultants, vendors and agencies.

I. These terms shall also apply to subcontractors and sub-consultants of County, AUTHORITY, or Commission contractors, consultants, vendors and agencies.

24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

25. MONITORING/RECORDS

The CONTRACTOR will make available all its records pursuant to this Agreement with the AUTHORITY upon request. All records will be retained during the term of this Agreement and for a three (3) year period thereafter.

26. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, including all requirements of the Shelter Plus Care Program and related regulation in the performance of this Agreement.

27. CHANGES

The AUTHORITY may, from time to time, request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, which are agreed upon by and between the CONTRACTOR and the AUTHORITY, shall be incorporated into this Agreement by written amendments.

28. AUTHORITY'S QUALITY ASSURANCE PLAN

The AUTHORITY will evaluate CONTRACTOR'S performance under this Agreement on not less than an annual basis. Such evaluation will include

assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR deficiencies which the AUTHORITY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the AUTHORITY and CONTRACTOR. If improvement does not occur consistent with the corrective measure, the AUTHORITY may terminate this Agreement, pursuant to Section 7 "Termination for Cause" of this Agreement or seek other remedies as specified in this Agreement.

A performance review will be conducted no later than 90 days prior to the end of the first, second, third and fourth years of this Agreement to evaluate the performance of the CONTRACTOR. Based on the assessment of the performance review, as determined by the AUTHORITY in its sole discretion, written notification will be given to the CONTRACTOR whether this Agreement will be terminated at the end of the current year or will be continued into the next contract year.

29. CONFLICT OF INTEREST

The CONTRACTOR represents, warrants and agrees that to the best of its knowledge, it does not presently have, no will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the AUTHORITY. Upon execution of this Agreement and during its term, as appropriate, the CONTRACTOR shall, disclose in writing to the AUTHORITY any other contract or employment during term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the AUTHORITY'S interest and the interests of the third parties.

30. ACCESS AND RETENTION OF RECORDS

CONTRACTOR shall provide access to the AUTHORITY, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the specific Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The CONTRACTOR is required to retain the aforementioned records for a period of five years after the AUTHORITY pays final payment and other pending matters are closed under this Agreement.

31. SAFETY STANDARDS AND ACCIDENT PREVENTION

The CONTRACTOR shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

32. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

CONTRACTOR certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990.

33. SEVERABILITY

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

34. INTERPRETATION

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

35. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

36. CONTRACTOR'S WARRANTY OF ADHERENCE TO AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that the AUTHORITY has established a goal of ensuring that all individuals who benefit financially from AUTHORITY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by AUTHORITY'S Child Support Compliance Program and without limiting CONTRACTOR'S duty under this Agreement to comply with all applicable provisions of the law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Los Angeles County Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 36, "CONTRACTOR'S Warranty of Adherence to Authority's Child Support Compliance Program" shall constitute a default by CONTRACTOR under this Agreement. Without limiting the rights and remedies available to AUTHORITY under any other provision of this Agreement, failure of CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the Housing Authority may terminate this Agreement pursuant to Section 7, "Termination For Cause".

38. POST MOST WANTED DELINQUENT PARENT LIST

CONTRACTOR acknowledges that the AUTHORTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is AUTHORITY'S policy to encourage its contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR'S place of business. The CSSD will supply CONTRACTOR with the poster to be used.

39. USE OF RECYCLED-CONTENT PAPER PRODUCTS

The CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this project.

40. COMPLIANCE WITH LAWS

The CONTRACTOR agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the

Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Agreement is in excess of $100,000 then CONTRACTOR shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The CONTRACTOR must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

41. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

CONTRACTOR shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

42. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

CONTRACTOR shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

43. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

CONTRACTOR shall comply with the Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

44. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

CONTRACTOR shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment that requires that during the performance of this Agreement, the CONTRACTOR will not discriminate against any employee or

applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the CONTRACTOR'S commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The CONTRACTOR will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The CONTRACTOR will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance,

provided however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

45. ACCESS AND RETENTION OF RECORDS

CONTRACTOR shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The CONTRACTOR is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Agreement.

46. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment VII of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

47. CONTRACTOR'S ACKNOWLEDGMENT OF AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the AUTHORITY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the AUTHORITY'S policy to encourage all AUTHORITY contractors to voluntarily post the AUTHORITY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the CONTRACTOR with the poster to be used.

48. COMPLIANCE WITH JURY SERVICE PROGRAM

a) Unless CONTRACTOR has demonstrated to the AUTHORITY'S satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program or that CONTRACTOR qualifies for an

exception to the Jury Service Program, CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

b) For purposes of this Section, "contractor" means a person, partnership, corporation or other entity which has a contract with the AUTHORITY or a subcontract with an AUTHORITY CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more AUTHORITY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the AUTHORITY, or 2) CONTRACTOR has a Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the AUTHORITY under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

c) If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify AUTHORITY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The AUTHORITY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the AUTHORITY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

d) CONTRACTOR'S violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, AUTHORITY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future AUTHORITY contracts for a period of time consistent with the seriousness of the breach.

49. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included as Attachment VIII, the AUTHORITY seeks to ensure that all AUTHORITY contractors that receive or raise charitable contributions comply with California law in order to protect the AUTHORITY and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

50. ENTIRE AGREEMENT

This Agreement with attachments supersedes any and all other agreements, and constitutes the entire understanding and agreement of the parties. This Agreement includes the following attachments:

I. Insurance
II. Scope of Contractor Services
III. Services Performed by Authority
IV. Federal Lobbyist Certification
V. Supportive Service Quarterly Match: Eligible Activities Provisions
VI. Client Progress Report
VII. Safely Surrendered Baby Law Fact Sheet
VIII. Charitable Contributions Certification

SIGNATURES

IN WITNESS WHEREOF, the CONTRACTOR and the AUTHORITY have executed this Agreement through their duly authorized officers.

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

By _____ Date: FEB 29 2008
Carlos Jackson
Executive Director

CONTRACTOR:

COUNTY OF LOS ANGELES DEPARTMENT
OF MENTAL HEALTH

By _____ Date: FEB 21 2008
Marvin J. Southard, D. S. W.
Director

APPROVED AS TO PROGRAM:

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

By _____ Date: FEB 29 2008
Margarita Lares, Acting Director
Assisted Housing Division

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____ Date: JAN 29 2008
Deputy

ATTACHMENT I – INSURANCE REQUIREMENTS

Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors.

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

The Community Development Commission of the County of Los Angeles ("Commission"), the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their officials and employees, shall be covered as insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	$1,000,000
Disease-policy limit	$1,000,000
Disease-each employee	$1,000,000

D. PROFESSIONAL LIABILITY INSURANCE: If applicable, in an amount of not less than $1,000,000 aggregate combined single limit, unless requirement has been waived in writing. This extends coverage claim arising from negligent professional activities such as medical treatments, psychiatric or financial counseling, etc. These exposures are excluded under the general liability form. In cases where the activities or financial for the Operating Agency present no meaningful professional exposure, CDC Risk Management may waive compliance with this contract provision upon written request.

ATTACHMENT I – INSURANCE REQUIREMENTS CONTINUES

Any self-insurance program and self-insured retention must be separately approved by the AUTHORITY and Commission.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the AUTHORITY and Commission.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the AUTHORITY and Commission.

All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the AUTHORITY and Commission.

Contractor shall furnish the AUTHORITY and Commission with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Contractor to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the AUTHORITY and Commission may immediately terminate this Agreement.

ATTACHMENT II

HOUSING AUTHORITY COUNTY OF LOS ANGELES
SHELTER PLUS CARE TBRA PROGRAM

NAME OF ORGANIZATION:	LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
MAILING ADDRESS:	550 S. VERMONT AVENUE LOS ANGELES, CA 90020
CONTACT PERSON:	MARVIN J. SOUTHARD, D.S.W. DIRECTOR
TARGET POPULATION:	HARD TO SERVE HOMELESS FAMILIES WITH AIDS OR HIV, MENTAL ILLNESS OR DUAL DIAGNOSIS OF MENTAL IILLNESS AND SUBSTANCE ABUSE
NUMBER OF FAMILIES SERVED:	45
DURATION OF PROJECT:	ONE (1) YEAR

PROGRAM OBJECTIVES: To provide a subsidy to pre-qualified Families to enable them to lease housing of their choice in which the Family lives independently in permanent, low-cost housing in residential neighborhoods.

In accepting a referral for a Participation Agreement from the CONTRACTOR, the AUTHORITY expects that the Family/individual meets certain readiness criteria, and that the CONTRACTOR will provide on-going supportive services for at least one (1) year, subject to annual renewals.

SERVICES TO BE PROVIDED BY THE CONTRACTOR

A. Client Eligibility

1. Of the total persons served, one hundred percent (100%) shall be of low income, as defined by Title 24 Code of Federal Regulations (CFR) Part 813-Sec 101-110.

2. The Program provides rental assistance for permanent housing for homeless persons with disabilities. The persons to be served under this Agreement shall be hard-to-serve homeless Families with disabilities, as defined by Shelter Plus Care Program Implementing Regulations 24CFR Part 582.5. These primarily include those who are seriously mentally ill, have chronic

problems with alcohol, drugs, or both, or have Acquired Immune Deficiency Syndrome (AIDS) and related disease (s).

3. The target population of the persons to be served under this Agreement shall be individuals and/or families with members who are seriously mentally ill).

4. The CONTRACTOR shall, in its client intake or admission criteria, require documents applicable to each Family for verifying client eligibility regarding Family status residency (i.e. homeless) and income, including but not limited to:

   Readiness Evaluation
   Pre-Application
   Social Security
   Release of Information Statement
   Birth Certificate (children under 18)
   HIV/AIDS Disability Certificate
   Employment Certificate
   Unemployment Certificate
   TANF/CalWorks
   SS/SSI
   Pension Affidavit
   Child Support Affidavit
   SDI
   SSDI
   General Relief
   Family Support Affidavit
   Workman's Compensation Affidavit
   Financial Information Statement
   School Enrollment Verification
   Child Care Expense Verification
   IHSS (Homemaker Chores)
   Certificate of Disability (4 pages)
   Alimony Affidavit
   Minor Family Support Affidavit
   Termination of Employment
   Declaration of Eligibility

5. The total, original verified information packet shall be forwarded to the AUTHORITY'S Shelter Plus Care Program Staff for review, approval, and acceptance into Shelter Plus Care Program. Failure to submit all applicable verification will delay the eligibility process and the issuance of the Participation Agreement.

6. The CONTRACTOR shall maintain a file with copies of all verified information, therein, along with case management documentation, and made available for examination in accordance with Section 25 MONITORING/RECORDS.

ATTACHMENT III

HOUSING AUTHORITY COUNTY OF LOS ANGELES
SHELTER PLUS CARE PROGRAM

SERVICE TO BE PERFORMED BY THE AUTHORITY

A. The AUTHORITY will provide the following:

1. The appropriate Section 8 rental assistance detailed in 24 CFR, part 582, Subpart B for eligible participants.

2. Training for CONTRACTOR staff and notification to CONTRACTOR staff of any changes in regulation, policy, or rules.

3. Sufficient copies of all forms necessary for processing clients.

4. AUTHORITY staff liaison with CONTRACTOR to facilitate application and eligibility procedures.

B. The AUTHORITY assumes no responsibility to pay for salaries or any other expenses of CONTRACTOR. It is understood by both parties that the AUTHORITY makes no commitment to provide Section 8 services for this project beyond the term of this Agreement.

SERVICES AND DUTIES OF CONTRACTOR

A. A minimum of 45 homeless participants with disabilities (primarily those who are seriously mentally ill; have chronic problems with alcohol, drugs or both; or have HIV/AIDS or related diseases) and their families, will be placed in and/or maintain qualified housing. Contractor shall refer eligible persons every month to the AUTHORITY following the effective date of this Agreement until the Program has achieved full participation.

B. Each participant who signs the Program's Participant Agreement and is placed in the housing will receive supportive services. Participants will pay 30% of their adjusted income towards the rent.

C. CONTRACTOR agrees to provide intake and assessment; case management; recovery planning; substance abuse treatment, including 3 to 10 detoxification and relapse prevention education and counseling; individual, group and family counseling; 12 step support groups; vocational assistance; life skills training, classes, money management classes, and nutritional

planning; domestic violence education; HIV/AIDS prevention and education; transportation access to medical care; benefits advocacy; legal advocacy;

HIV and drug testing; literacy and tutorial services; assistance in accessing education or GED preparation programs; assistance in obtaining needed social services and affordable alcohol/drug-free permanent housing, and clean and sober social activities for Program participants.

D. CONTRACTOR agrees to submit to AUTHORITY pre-applications from persons eligible to be served in a Shelter Plus Care funded project. Under Shelter Plus Care, persons are considered homeless if they;

(1) Are sleeping in places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings; or

(2) Are sleeping in emergency shelters; or

(3) Are in transitional or supportive housing for homeless persons who originally came from streets or emergency shelters.

This includes persons who ordinarily sleep in one of the above places but are spending a short time (30 consecutive days or less) in a hospital or other institution; or

(4) Persons being evicted within the week from private dwelling units and no subsequent residences have been identified and they lack the resources and support networks needed to obtain access to housing; or

(5) Persons being discharged within the week from institutions in which they have been residents for more than 30 consecutive days and no subsequent residences have been identified and they lack the resources and support networks needed to obtain access to housing.

E. CONTRACTOR agrees that the Shelter Plus Care Program will target homeless families who have chronic alcohol and/or other drug abuse disabilities, mental illness and/or HIV/AIDS.

F. CONTRACTOR agrees to make best efforts to assist persons with dual diagnosis of both serious mental illness and chronic substance abuse problems.

(ATTACHMENT IV)

HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES

FEDERAL LOBBYIST REQUIREMENTS CERTIFICATION

Name of Firm: _____ Date: _____

Address: _____

State: _____ Zip Code: _____ Phone No.: _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Housing Authority of the County of Los Angeles:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification hereof, and;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;

3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more that $100,000 for each such failure.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

Attachment V

Supportive Service Quarterly Match: Eligible Activities Provisions

According to Shelter Plus Care Regulations; 24 CFR Part 582.110 (c)

Calculating the Value of Supportive Services

In calculating the amount of the matching supportive services, applicants may count the following **eligible activities**:

1. Salaries paid to staff of the CONTRACTOR to provide supportive services to Shelter Plus Care (SPC) participants;
2. The value of supportive services provided by other persons or organizations to SPC participants;
3. The value of time and services contributed by volunteers at the rate of $10.00 an hour, except for donated professional services which may be counted at the customary charge for the service provided (professional services are services ordinarily performed by donors for payment, such as the services of health professionals, that are equivalent to the services they provide in their occupation);
4. The value of any lease on a building used for the provision of supportive services, provided the value included in the match is no more than the prorated share used for the program; and
5. The cost of outreach activities:
   a. In order to insure that hard-to-reach, eligible persons are served by the Shelter Plus Care Program, the CONTRACTOR is expected to make sustained efforts to engage eligible persons so that they may be brought into the program. Outreach should be primarily directed toward eligible persons who have a nighttime residence that is an emergency shelter or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (*e.g.*, persons living in cars, streets, and parks). Outreach activities are considered to be a supportive service, and the value of such activities that occur after the execution of the grant agreement may be included in meeting the matching requirement.

Attachment VI

Housing Authority of the County of Los Angeles
Shelter Plus Care
Client Progress Report
(Quarterly Review)

CA# _____ (Example: CA16C44444)

Tenant Name: _____

Reporting Agency: _____

Veteran: Yes ☐ No ☐

Social Security #:

_____

Reporting Period: _____

_____
(date)

☐ 1st Visit _____ ☐ Follow Up
(date)

☐ Chronically Homeless Prior to Admission

Special Needs: Participant may have more than one special need. Check each applicable category.

Mental Illness	☐	Developmental Disability	☐
Physical Disability	☐	Domestic Violence	☐
Alcohol Abuse	☐	Drug Abuse	☐
HIV/AIDS and related diseases	☐	Other (please specify)	☐

Supportive Services: Participant may receive more than one service. Check each applicable category.

Case Management	☐	Life Skills (Outside of Case Management)	☐
Alcohol or Drug Abuse Services	☐	Mental Health Services	☐
HIV/AIDS Related Services	☐	Housing Placement	☐
Job/Educational Training	☐	Child Care Services	☐
Transportation	☐	In-Home Supportive	☐
Legal	☐	Other Health Care Services	☐
Money Management	☐	Parenting Classes	☐
Employment Placement	☐	Other (specify) _____	☐

Please comment regarding the client's goal(s) and progress:

Goal(s): _____

Progress: _____

Provide information in relation to the supportive services received (i.e., benefits, success, new/less supportive services needed and why?)

_____

Home Visit: Please document client's housekeeping skills.

Concerns? ☐ Yes ☐ No (If Yes, document concern(s) and what actions have been taken to remedy the condition)

Case Manager's Signature/Date

Address: _____

_____

Phone Number: ( ) _____

Participant's Signature/Date

Address _____

_____

Phone Number: ( ) _____

ext Quarterly Review Scheduled for: _____

mm/dd/yy

+

Attachment VII Safely Surrendered Baby Law Fact Sheet

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Attachment VIII
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

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

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )

OR

	YES	NO
Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

Signature _____ Date _____

Name and Title (please type or print)

CONTRACT NUMBER HA-2004-003

BETWEEN

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

AND

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH

THIS CONTRACT is made and entered into this 4th day of February, 2004 by and between the Housing Authority of the City of Los Angeles, State of California, a public body, corporate and politic (hereinafter referred to as the "Authority"), and **COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH, 550 South Vermont Avenue, Los Angeles, CA 90020,** a California non-profit corporation (hereinafter referred as the "Contractor").

W I T N E S S E T H:

WHEREAS, the Shelter Plus Care Program ("Program") provides a combination of affordable housing and supportive services to homeless persons with disabilities, primarily due to drugs, substance abuse, mental illness, and/or AIDS or related diseases; and

WHEREAS, the Program provides grants to be used for rental assistance for permanent housing for homeless persons with disabilities, which grants shall be matched by the Contractor in the aggregate by supportive services that are at least equal in value to the amount of rental assistance and appropriate to the needs of the population to be served; and

WHEREAS, on July 18, 2003, the U.S. Office of Disability Employment Policy, U.S. Department of Labor; and the Office of Special Needs, U.S. Department of Housing and Urban Development released a Notice of Fund Availability (NOFA) to solicit cooperative agreements and grant applications under SGA 03-15, "Ending Chronic Homelessness Through Employment and Housing" (the "Initiative"); and

WHEREAS, that a joint demonstration program between the Department of Labor (DOL) and the Department of Housing and Urban Development (HUD) was created to address this Initiative; and

WHEREAS, on July 28, 2003, via a HUD-sponsored information phone call for all interested applicants, it was determined that the Housing Authority and the City of Los Angeles Community Development Department (CDD) were eligible for the HUD portion of the joint demonstration grant; and

WHEREAS, a Memorandum of Understanding was executed for the LA HOPE Collaborative on August 13, 2003 in response to this Initiative; and

WHEREAS, the Authority has determined that the Contractor's proposal is the most advantageous to the Authority; and

WHEREAS, the Contractor has represented that it has the requisite personnel, experience and resources to provide the services required by the Authority, and the Contractor desires to provide the services; and

WHEREAS, because of the short application turnaround time, the regular Request for Proposals process could not be executed; and

WHEREAS, on August 18, 2003, a memo was issued to Mr. Smith, Housing Authority Executive Director, from Mr. Renahan, Section 8 Director, to submit the application for the HUD-DOL demonstration grant and program; and

WHEREAS, the LA HOPE Collaborative submitted a collaborative application with the Housing Authority as the applicant; and

WHEREAS, on August 18, 2003, a memo was issued to Mr. Smith, Housing Authority Executive Director, from Mr. Renahan, Section 8 Director, to enter into contract with the Contractor for this Initiative and to 'sole-source' the Tenant-Based Rental Assistance Certificates to the Contractor, which was signed and approved.

WHEREAS, the Board of Directors, by Resolution No. 8101 adopted on October 10, 2003, authorized the Authority to contract for the services with said Contractor.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

1. SCOPE OF SERVICES

The Contractor shall, in a manner satisfactory to the Authority, completely perform the services set forth in Exhibit A, entitled "Scope of Work", attached to and, by the reference, incorporated in and made a part of this Contract. The Contractor shall also perform in accordance with its proposal to the Authority dated August 18, 2003. Any conflicts between the requirements of Exhibit A and the Contractor's proposal shall be referred for resolution to the Authority, whose decisions in such matters shall be final and binding on both parties.

2. CONSIDERATION

In consideration for the services to be provided by the Contractor pursuant to this Contract, the Authority shall make available Tenant-Based Rental Assistance, as defined in Exhibit A, to the Contractor's clients who are Participants in the Program, as defined in Exhibit A, for a maximum of seventy-six (76) households throughout the term of this Contract.

3. TERM OF THE CONTRACT

This Contract shall commence on the Commencement Date and continue in full force and effect through February 3, 2009 unless terminated earlier as provided elsewhere in this Contract or extended by written amendment to this Contract.

4. INDEPENDENT CONTRACTOR

A. The Contractor shall, during the performance of this Contract, act as a wholly independent contractor. Neither the Authority nor any of its officers, employees, servants, or agents shall have control over the conduct of the Contractor or its employees or agents, except to advise or provide project direction as required. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner employees of the Authority.

B. Nothing contained in this Contract shall be deemed, construed or represented by the Authority or Contractor or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the Authority and the Contractor.

C. The Authority shall not be called upon to assume any liability for the direct payment of any salary, wage, or other compensation to any person employed by the Contractor performing services hereunder for the Authority.

5. CONFLICTS OF INTERESTS

The Contractor affirms that to the best of its knowledge, there exists no actual or potential conflict between the Contractor's business or financial interests and either the services to be provided under this Contract or any Commissioner, Officer, employee, or agent of the Authority. In the event of a change in either private interest or services under this Contract, any questions regarding possible conflicts of interests which may arise as a result of such change shall be brought to the immediate attention of the Los Angeles City Attorney. For the duration of this Contract, the Contractor shall refrain from undertaking any work for any individual, business, or legal entity in which direct conflict of interests regarding the services to be provided thereunder or herein may arise.

6. INDEMNIFICATION

A. The Contractor shall hold harmless, indemnify and defend the Authority and its officers, employees, servants, agents, successors and assigns from any claim, demand, damage, liability, loss, cost or expense, including attorneys' fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions of the Contractor or any of its officers, employees, servants, agents, successors or assigns.

B. The Authority does not, and shall not, waive any rights that it may have against the Contractor by reason of the acceptance of the Authority, or the deposit with the Authority, of any insurance policies or endorsements required pursuant to this Contract. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claim, demand, damage, liability, loss, cost or expense described above.

7. INSURANCE

A. During the tern of this Contract, the Contractor shall, at its own cost and expense, procure and maintain the following types of insurance:

i. Statutory Workers' Compensation (Certificate), as required by the California Labor Code, and Employer's Liability with limits not less that $1,000,000; and

ii. Comprehensive General Liability (Endorsement), including coverage for property damage and independent contractors, with limits not less than $1,000,000 per occurrence; and

iii. Comprehensive Automobile Liability (Endorsement), for all owned and non-owned vehicles, with limits not less than $1,000,000 per occurrence; and

iv. Professional Liability (Errors and Omissions) (Certificate), coverage with limits not less than $1,000,000 per claim/occurrence (HACLA as certificate holder).

B. i. Prior to the commencement of work, the Contractor shall furnish the Authority with insurance endorsements and/or certificates, evidencing the above insurance coverage and further indicating that the Contractor's policies have been endorsed to name the "Housing Authority of the City of Los Angeles" as an additional insured thereon, with provision made for cross liability. Further certificates of insurance shall name the Authority as Certificate Holder. The endorsements and/or certificates shall further provide that "Contractor's policy is primary over any insurance carried by the Authority" and that "the policy will not be canceled or materially changed without thirty (30) days prior notice in writing" being given to the Authority.

ii. If the insurance policy (in the policy or by endorsement) states that an "insured" or "additional insured" may not sue / collect / receive payment from the policy against another "insured", then the policy must be endorsed to allow suit / coverage against the "insured" by the Authority.

iii. For all of the policies listed in 7.a., the insurance company shall have an A.M. Best rating of "B+" or higher.

iv. The insurance company shall also be an "Admitted Carrier" in the State of California.

v. The Authority's Risk Management Department must approve any exceptions to the above items in advance.

vi. If requested by the Authority, the Broker and/or Insurance company shall provide a complete certified copy of each insurance policy and all applicable endorsements.

C. All evidence of insurance coverage required to be submitted in accordance with this Paragraph 7 shall be delivered to the addressee for the Authority specified in Paragraph 21 of this Contract. The Authority shall make the final determination as to whether the documentation submitted by the Contractor conforms to the requirements of this Paragraph 7.

D. If any subcontractor(s) or independent contractor(s) is utilized by the Contractor for the purpose of carrying out portions of this Contract, said subcontractor(s) or independent contractor(s) shall also be required to comply with the insurance provisions set forth in this Paragraph 7 and the indemnification provisions set forth in Paragraph 6 of this Contract.

8. ASSIGNMENT OR TRANSFER

The Contractor shall not in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer or encumber this Contract or any portion hereof or any interest herein, in whole or in part, without the prior written consent of the Authority. In addition, the Contractor shall not subcontract the services to be performed pursuant to this Contract without prior written approval of the Authority. The names and qualifications of subcontractors or others whom the Contractor intends to employ, other than those identified, shall be submitted to the Authority for prior written approval.

9. TERMINATION OF CONTRACT

A. **Scope.** The Authority may at any time terminate this Contract, in whole or in part, for the convenience of the Authority, or for default by the Contractor, by giving the Contractor a written "Notice of Termination". Upon receipt of such Notice of Termination, the Contractor shall cease all work immediately or on the date, if any, specified in said Notice of Termination, whichever is later, and thereafter take all reasonable steps to not incur additional costs associated with this Contract.

B. **Termination for Convenience.** If the Authority elects to terminate this Contract for its convenience, such termination shall be effective thirty (30) days after delivery of said Notice of Termination to the Contractor, unless a later date is specified in the Notice of Termination.

C. **Termination for Default.** The Authority may terminate this Contract for reason of the Contractor's default if: (i) a federal or state proceeding for the relief of debtors is undertaken by or against the Contractor, or (ii) a receiver or trustee is appointed for the Contractor, or (iii) the Contractor makes an assignment for the benefit of its creditors, or (iv) the Contractor becomes insolvent, which shall be deemed to have occurred if the Contractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not the Contractor has committed an act of bankruptcy or is considered insolvent within the meaning of the federal bankruptcy law, or (v) the Contractor breaches any material term or violates any material provision of this Contract and does not cure such breach or violation within ten (10) calendar days after delivery by the Authority of a written "Notice to Cure Deficiency". The rights and remedies of the Authority set forth in this Subparagraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

D. If any subcontractor(s) or independent contractor(s) is utilized by the Contractor for the purpose of carrying out portions of this Contract, said subcontractor(s) or independent contractor(s) shall also be required to comply with the insurance provisions set forth in this Paragraph 10 and the indemnification provisions set forth in Paragraph 9 of this Contract.

10. MINORITY/WOMEN'S BUSINESS ENTERPRISE

The Contractor shall make a good-faith effort to assist the Authority in meeting its anticipated levels of participation for minority business enterprises (MBEs) and women's business enterprises (WBEs) in the Authority's contracts. It is the policy of the Authority that minority business enterprises and women's business enterprises shall have maximum opportunity to participate in the performance of this Contract. The Contractor agrees to assist the Authority in meeting its anticipated levels of participation by conducting outreach to MBEs and WBEs to ensure that these businesses have the maximum opportunity to compete for, and perform in, the Contract.

11. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

In the performance of work under this Contract, the Contractor and its subcontractors, if any, shall not discriminate in their employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual preference, or physical handicap. The Contractor and its subcontractor(s) shall submit their Affirmative

Action Plans to be reviewed and approved by the Authority within thirty (30) days after the commencement of this Contract.

12. DOCUMENTS

At the time of wither termination of this Contract or conclusion of all work, all original documents, designs, drawings, reports, logos, diskettes, computer files, notes and other related materials, whether prepared by the Contractor or subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this Contract, shall become the sole property of the Authority.

13. LICENSES AND PERMITS

The Contractor warrants that it has all necessary licenses and permits for the work to be performed under this Contract. The Contractor represents that it will immediately obtain or has obtained and presently holds a valid Business Tax Registration Certificate(s) as required by the Los Angeles Municipal Code, Article 1, Chapter 2, Sections 21.00 et. seq. The Contractor shall maintain, or obtain as necessary, any or all such certificate(s) and shall show proof of such certificate to the Authority prior to the commencement of the Contract.

14. INTERPRETATION

Should interpretation of this Contract or any portion thereof be necessary, it is deemed that this Contract was prepared by the parties jointly and equally, and shall not be interpreted against either party on the grounds that the party prepared the Contract or caused it to be prepared. The captions and headings of the various articles and paragraphs of this Contract are for convenience and identification only and shall not be deemed to limit or define the content of the respective articles and paragraphs thereof.

15. WAIVER

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

16. WARRANTY OF CONTRACTOR

A. The Contractor warrants that it is free to enter into this Contract and is not subject to any obligation or disability which will or might prevent or interfere in fully keeping and performing all of the conditions to be kept and performed under this Contract.

B. The Contractor further warrants that it has not paid anyone for the purpose of entering into this Contract, and that entering into this Contract and performing the services hereunder will not constitute a conflict of interest.

C. The Contractor further warrants that neither it, nor its agents or representatives, has offered or given gratuities in the form of entertainment, gifts, favors or other items or services of value to any officer or employee of the Authority with a view toward securing: (i) award of this Contract, (ii) amendment of the Contract after award, (iii) favorable treatment of the Contractor by the Authority in the administration of the Contract or in the making of any determination with respect to the Contractor's performance of its obligations under the Contract.

17. ATTORNEY FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to this Contract or as a result of any alleged breach of any provision of this Contract, each party shall bear its own costs and expenses, including attorneys' fees, and any judgment or decree rendered in such a proceeding shall not include an award thereof.

18. DISPUTES

This Contract is made, entered into and executed in Los Angeles County, California, and any action filed in any court for the interpretation, enforcement or other action with respect to the terms, conditions or covenants referred to herein shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California. Pending the final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under this Contract and in accordance with the Authority's instructions.

19. AUDIT AND INSPECTION OF RECORDS

After receipt of reasonable notice and during the regular business hours of the Contractor, the Contractor shall provide the Authority or agents of the Authority, such access to the Contractor's records and facilities as the Authority deems necessary to examine, audit, inspect, excerpt, photocopy or transcribe the Contractor's records relative to work performed under this Contract. Accounting and financial records shall be maintained in accordance with generally accepted accounting principles. All records shall be maintained and access shall be provided to the Authority during the entire term of this Contract and for three (3) years after final payment by the Authority hereunder, unless the Authority gives written permission to the Contractor to dispose of said records prior to this time.

20. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the federal government or any unit of state or local government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

21. NOTICES

A. Any notices to be given pursuant to this Contract shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

To: **Housing Authority of the**
City of Los Angeles
2600 Wilshire Boulevard, 5th Floor
Los Angeles, CA 90057
Attention: Donald J. Smith, Executive Director

To: **COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH**
550 South Vermont Avenue
Los Angeles, CA 90020
Attention: Dr. Marvin J. Southard, Executive Director

B. Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

22. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract; (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

23. APPROVAL BY FUNDING SOURCE

If funding for this Contract is provided by the Federal Government, the State of California or other external source, approval of the Contract by the funding source may be required. If so, this Contract shall not be effective until such approval has been secured. If approval by the external funding source is denied, the Contract shall not become effective and neither the Authority nor the Contractor shall be further obligated to the other, and any costs incurred by the Contractor shall be considered pre-contractual as defined in the procurement solicitation to which the Contractor responded.

24. ENTIRE AGREEMENT

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

IN WITNESS WHEREOF, the Authority and the Contractor have executed this Contract on the day and year first above written.

Approved as to form:
ROCKARD J. DELGADILLO
City Attorney

By _____

Title Deputy City Atty

Date 1/29/04
1/23/04

General Counsel for the
Housing Authority of the
City of Los Angeles

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

By _____
Donald J. Smith
Executive Director

Date February 4, 2004

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

By _____
Director, County of Los Angeles

Title Department Of Mental Health

Date January 27, 2004

LIST OF EXHIBITS

Exhibit	A	Scope of Work

SHELTER PLUS CARE PROGRAM

EXHIBIT A

SCOPE OF WORK

A. Introduction

THE SHELTER PLUS CARE Program is designed to provide rental housing assistance, in connection with supportive services, to hard-to-serve homeless persons with disabilities, primarily persons who are seriously mentally ill; have chronic problems with alcohol, drugs, or both; or have Acquired Immunodeficiency Syndrome and related diseases, and their families. In the "Tenant-Based Rental Assistance" component, the Program provides grants to be used for rental assistance for permanent housing for homeless persons with disabilities. However, the rental assistance grants must be matched by the Contractor involved in the Program in the aggregate by supportive services that are equal in value to the amount of rental assistance and appropriate to the needs of the population to be served.

B. Definition of Terms

1. **Eligible Person:** A homeless person with disabilities (primarily persons who are seriously mentally ill; have chronic problems with alcohol, drugs, or both; or have AIDS and related diseases) and, if also homeless, the family of such a person. To be eligible for assistance, persons shall be Very Low-Income.

2. **Very Low-Income:** This means an annual income not in excess of fifty percent (50%) of the median income for the area, as determined by HUD.

3. **Homeless individual or family:** Homeless persons are those who are sleeping in shelters or in places not meant for human habitation, such as cars, parks, sidewalks, or abandoned buildings. Such persons who spent a short time (30 consecutive days or less) in hospitals or other institutions will still be considered homeless upon discharge from those institutions.

   Homeless Individual or Homeless Family includes:

   a. An individual or family who lacks a fixed, regular, and adequate nighttime residence; and
   b. An individual or family who has a primary nighttime residence that is:

      i. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare/voucher hotels, congregate shelters, or transitional

housing designed for homeless persons);

ii. An institution that provides a temporary residence for persons intended to be institutionalized; or

iii. A public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings.

Persons living in substandard housing are not homeless unless they are living in substandard housing that has been condemned as unfit for human habitation. Such housing is deemed to be a "place not meant for human habitation", and persons who are sleeping in such housing are considered Homeless or a Homeless Individual.

Persons leaving transitional housing designed for homeless persons are considered homeless.

The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

4. **Shelter Plus Care Proposal**: The proposal submitted by the Contractor for the Shelter Plus Care Program.

5. **Tenant-Based Rental Assistance**: Tenant-Based Rental Assistance provides grants for rental assistance which permit Participants to choose housing of an appropriate size in which to reside. Participants retain the rental assistance if they move. In accordance with Program guidelines, where necessary to facilitate the coordination of supportive services, the Contractor shall require participants to live in specified areas for specified periods of time.

6. **Participant**: Participant means an Eligible Person who has been selected to participate in the program.

C. Contractor Responsibilities:

The Contractor shall perform the following scope of work as part of this Contract:

1. Perform the services and tasks outlined in the Contractor's Shelter Plus Care Proposal and which include the following:

   a. Residential Services and Housing Programs

These programs provide individuals the opportunity to develop or strengthen independent living skills, thus enabling them a successful transition to independent community living. This transition is sustained by case

management support, medication support, money management, crisis intervention, and a variety of social and interpersonal skill preparation.

b. Pre-Employment Services

Include opportunities to develop positive work behaviors, job development and placement, preparatory to beginning employment.

c. Socialization

Socialization includes small and large group activities which encourage members to practice social interaction skills in a safe and supportive environment.

d. Supportive Services

Appropriate supportive services including, but not limited to: mental and physical health; assessment; permanent housing; alcohol and substance abuse treatment and counseling; intensive care when required; and assistance in gaining access to local, State, and Federal government benefits and services.

2. Facilitate the provision of Tenant-Based Rental Assistance for seventy-six (76) individuals. Contractor's Homeless/Housing Division shall provide applicants with a list of housing units that have indicated that they will accept Shelter Plus Care participants. Housing Liaisons at Contractor shall be available to assist Participants in locating apartments. The chart below indicates the maximum number of units available by unit size.

Unit Size	Number of Units
0-Bedroom	65
1-Bedroom	11

Participants shall be required during the first year to live close to one of several of the Contractor's services centers, from which case management and supportive services shall be provided for the entire term of the Contract.

3. The Contractor shall use its best efforts to ensure that eligible hard-to-reach persons are served by the Program. Outreach shall be directed toward eligible persons who have nighttime residences that are emergency shelters or public or private places not designed for regular sleeping accommodations.

4. Require attendance of appropriate staff at Authority meetings and Orientation sessions.

5. Refer eligible persons only.

6. Prepare application packages on the Authority-supplied formats.

7. Conduct ongoing assessment of the housing needs and supportive services required by the Participants in the Program, including supportive services designed to assist Participants with their Program compliance.

8. The Contractor shall furnish any information pertinent to this Contract as may reasonably be required from time to time by the Authority or HUD. The Contractor shall submit to the Authority an Annual Progress Report (APR), covering the Operating Year as designated by HUD and the Authority. The Operating Year for this Contract begins on January 14 and ends on January 13. The APR is due on February 12. In addition, the Contractor shall submit Quarterly Reports, documenting the source, amount, and type of supportive services provided, to cover the quarters prescribed by the Operating Year, within 30 calendar days after the end date of each Quarter.

9. The Contractor shall also be required to submit to the Authority a plan for achieving full lease-up of the allocated units. The deadline for full lease-up of the allocated units is January 13, 2005. The initial draft of this plan shall be delivered to the Authority not later than 20 calendar days after the Commencement Date of this Contract. Subsequent submittals of this plan are required every six months until full lease-up is achieved.

Attachment IV

Los Angeles County – Department of Mental Health

Countywide Housing, Employment and Education Resource Development Division

Additional Procedures to Prevent Retroactive County Agreements

Procedures:

1. Maintain a housing grant database to monitor when an agreement is going to expire. This information will be communicated to the Housing Authorities and the Contracts Development and Administration Division (CDAD) to ascertain whether Departmental action is necessary.

2. Update housing grant database on a quarterly basis and copy CDAD staff.

3. Delegated authority Board Letter and future letters will be accessible to all Countywide Housing, Employment and Education Resource Development (CHEERD) housing staff to ensure communication and understanding of delegated authority housing agreement.

4. For any future agreements and/or amendments to existing grants under delegated authority, review and approval by County Counsel and the Chief Executive Officer, or their designee, will be obtained prior to entering into any such Amendments or Agreements.

5. CDAD will be provided with updated agreement and amendment copies.