

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACTOR: ECONOMIC ROUND TABLE**

**PROJECT: SKID ROW COLLABORATIVE COST AVOIDANCE STUDY**

**AGREEMENT NUMBER: 2007PSA01**

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THIS AGREEMENT is made and entered into by and between the Los Angeles Homeless Services Authority, hereinafter called LAHSA, and Economic Roundtable, hereinafter called Contractor.

W I T N E S S E T H

WHEREAS, the City of Los Angeles and County of Los Angeles, have entered into an agreement with LAHSA to provide for proper planning, coordination and administration of LAHSA's programs as described in the Joint Powers Agreement between the City of Los Angeles and County of Los Angeles; and

WHEREAS, LAHSA cooperates with private organizations and agencies of other governmental jurisdictions in carrying out certain functions and programs, which are its responsibility; and

WHEREAS, Contractor wishes to receive funds from LAHSA to conduct a cost avoidance study of the Skid Row Collaborative project and LAHSA wishes to grant Contractor funds for said services; and

WHEREAS, the LAHSA Board of Commissioners voted on February 22, 2008 to award a contract to Contractor; and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

**I.**  
**INTRODUCTION**

1) **PARTIES TO THE AGREEMENT**

The parties to this Agreement are:

- A. The Los Angeles Homeless Services Authority, having its principal office at 453 South Spring Street, 12<sup>th</sup> Floor, Los Angeles, California 90013.
- B. Contractor, known as Economic Roundtable, 315 W. 9<sup>th</sup> Street, Suite 1209, Los Angeles, CA 90015.

2) **REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES**

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- A. The representative of LAHSA shall be, unless otherwise stated in the Agreement:

Rebecca Isaacs, Executive Director  
Los Angeles Homeless Services Authority  
453 South Spring Street, 12<sup>th</sup> Floor  
Los Angeles, CA 90013

With copies to:

Karen Hamilton, Contract Specialist  
Los Angeles Homeless Services Authority  
453 South Spring Street, 12<sup>th</sup> Floor  
Los Angeles, CA 90013

Frances Hutchins, Policy and Planning Analyst  
Los Angeles Homeless Services Authority  
453 South Spring Street, 12<sup>th</sup> Floor  
Los Angeles, CA 90013

- B. The representative of Contractor shall be:

**Daniel Flaming, Ph.D., President**  
Economic Roundtable  
315 W. 9<sup>th</sup> Street, Suite 1209  
Los Angeles, California 90015

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

D. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

3) INDEPENDENT CONTRACTOR

Contractor is acting hereunder as an independent contractor and not as an agent or employee of LAHSA. No employee of Contractor has been, is, or shall be an employee of LAHSA by virtue of this Agreement, and Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of LAHSA.

4) DEFINITIONS

A. "INDEPENDENT CONTRACTOR" means any person or entity working with Contractor in the implementation of this Agreement. This includes Contractor, its staff, volunteers or subcontractors.

B. "CONTRACTUAL INSURANCE" means insurance that provides protection to LAHSA in the event a loss occurs for which liability is assumed, expressed or implied by Contractor under this Agreement.

C. "PROJECT SPONSOR" means the Skid Row Housing Trust, a nonprofit corporation that provides permanent supportive housing.

D. "SKID ROW COLLABORATIVE" is a partnership of eleven public and private organizations with extensive experience and dedication to serving people who are homeless in downtown Los Angeles. The Skid Row Collaborative is led by the Skid Row Housing Trust and Lamp Community, it provides mental health and substance abuse services, primary healthcare and veterans' services to promote self-sufficiency and residential stability through permanent supportive housing.

5) CONDITIONS PRECEDENT TO EXECUTION OF THIS AGREEMENT

Contractor shall provide the following documents to LAHSA:

A. Proof of insurance (copy) as required by LAHSA in accordance with Section 19 of this Agreement and attached hereto as Exhibit C and made a part hereof.

B. Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with Section 21 of this Agreement and attached hereto as Exhibit D and made a part hereof.

**II.**

**TERM AND SERVICES TO BE PROVIDED**

6) TIME OF PERFORMANCE

The term of this Agreement shall commence on October 1, 2007 and end June 30, 2008. Said term is subject to the provisions herein.

7) SERVICES TO BE PROVIDED BY CONTRACTOR

Pursuant to the provisions of this Agreement, Contractor shall fully perform, complete, and deliver on time all tasks, deliverables, services, and other work as set forth in Exhibit A - Statement of Work of this Agreement, attached hereto and incorporated herein by this reference.

**III.**  
**PAYMENT**

8) COMPENSATION

- A. LAHSA shall pay to Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed eighty-five thousand dollars (\$85,000.00), which payment shall constitute full and complete compensation for Contractor's services under this Agreement.
- B. If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against LAHSA, the County of Los Angeles, or the City of Los Angeles.

9) METHOD OF PAYMENT

- A. Payments under this Agreement shall be made in increments. LAHSA shall pay Contractor upon the completion of each task specified in Exhibit B – Project Budget of this Agreement, attached hereto and incorporated herein by this reference. Upon completion of a task, Contractor shall submit an invoice to LAHSA for payment. Said payment will be made within thirty (30) calendar days of receipt upon LAHSA verifying that the task was met.
- B. Contractor shall use an invoice provided by LAHSA. Invoices will be accompanied by documentation detailing the task provided. The costs for invoice preparation shall be the sole responsibility of Contractor. LAHSA may request, in writing, changes to the content and format of the invoice and supporting documentation at any time.
- C. Ten percent (10%) of the total compensation shall be withheld by LAHSA until Contractor has submitted to LAHSA the final report detailing the project findings.
- D. The Contractor agrees to complete all necessary financial close out procedures required by LAHSA, within a period of not more than thirty (30) calendar days from the expiration or termination date of this Agreement. This time period will be referred to as the financial close out period. LAHSA is not liable to provide reimbursement for any expenses or costs associated with this Agreement after the expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the Contractor under this Agreement, if any, may be immediately reprogrammed by LAHSA.
- E. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against LAHSA, the City or the County of Los Angeles.



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

10) BUDGET REDUCTIONS

In the event that the City, County or LAHSA adopts, in any fiscal year, a budget which provides for reductions in the salaries and benefits paid to the majority of its employees and imposes similar reductions with respect to its Contracts, City, County and LAHSA reserve the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the City's, County's or LAHSA's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

11) SOURCE OF FUNDS

Funding for the implementation of this Agreement is provided by the California Endowment, the Corporation for Supportive Housing and General Funds from the City and County of Los Angeles.

**IV.**  
**STANDARD PROVISIONS**

12) CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against LAHSA or Contractor. The word "Contractor" herein and in any amendments hereto includes the party or parties identified in this Agreement that have contracted with LAHSA to perform or execute the work covered by Exhibit A. The singular shall include the plural. If there is more than one Contractor as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

13) APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

- A. Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City and County of Los Angeles. This Agreement shall be enforced and interpreted under the laws of the State of California and the City and County of Los Angeles.

B. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

14) INTEGRATED AGREEMENT

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

15) EXCUSABLE DELAYS

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 and 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.

16) BREACH

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

17) PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

Contractor may not assign or otherwise alienate any of its rights hereunder, including the right to payment, unless it has first obtained the written permission of LAHSA.

18) PERMITS

Contractor and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for Contractor's performance hereunder and shall pay any fees required therefore. Contractor further certifies to immediately notify LAHSA of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

19) INDEMNIFICATION

Except for the active negligence or willful misconduct of LAHSA, or any of its Board members, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend, indemnify and hold harmless LAHSA and any of its Board members, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this

Agreement by Contractor or its subcontractors of any tier. The provisions of this paragraph survive expiration or termination of this Agreement.

Requested mutual indemnification

Response – not allowable, City and County’s policy is to only authorize mutual indemnification for other government entities.

20) INSURANCE

- A. Without limiting Contractor's indemnification of LAHSA, Contractor shall provide and maintain at its own expense during the term of this Agreement a program of insurance satisfactory to LAHSA covering Contractor’s operations hereunder as specifically defined in Exhibit C to this Agreement, attached hereto and incorporated herein by this reference.
- B. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.
- C. LAHSA reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to Contractor, LAHSA agrees to negotiate additional compensation proportional to the increased benefit to LAHSA.
- D. Failure on the part of Contractor to procure or maintain required insurance shall constitute a material breach of Agreement under which LAHSA may immediately take any of the following actions:
  - i. Withhold payment of all invoices submitted to LAHSA for reimbursement;
  - ii. At its discretion, LAHSA may procure or renew such insurance and pay any and all premiums in connection therewith. All moneys so paid by LAHSA shall be repaid by Contractor to LAHSA upon demand or LAHSA may offset the cost of the premiums against any moneys due to Contractor from LAHSA;
  - iii. LAHSA may suspend this Agreement until such time that insurance is provided by Contractor.

Question – do these insurance policies also apply to subcontractors as well?

Response – No, they only apply to the contractor.

21) COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

Contractor shall comply with all applicable requirements of Federal, State, City and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Contractor shall comply with State and Federal laws and regulations pertaining to **nondiscrimination**, labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to LAHSA of any unlawful expenditures.

22) EQUAL BENEFITS ORDINANCE

- A. Unless otherwise exempted in accordance with the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, this Agreement is subject to the provisions of the EBO as amended from time to time.
- B. During the performance of the Agreement, Contractor certifies and represents that Contractor will comply with the EBO. Contractor shall complete and submit a Certification of Compliance with the Equal Benefits Ordinance attached as Exhibit D and incorporated herein by this reference. Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:
  - i) During the performance of an Agreement with LAHSA, Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administrator, Office of Contract Compliance Section at (213) 847-6480.
- C. Failure of Contractor to comply with the EBO will be deemed to be a material breach of the Agreement by Contractor.
- D. If Contractor fails to comply with the EBO, LAHSA may cancel, terminate or suspend this Agreement, in whole or in part, and all monies due or to become due under may be retained by LAHSA. LAHSA may also pursue any and all other remedies at law or in equity for any breach.
- E. Failure to comply with the EBO may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- F. If the Office of Contract Compliance determines that Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, LAHSA may terminate this Agreement on behalf of the City.
- G. As a public entity, the County of Los Angeles is exempt from the requirements of the EBO.

23) LIVING WAGE ORDINANCE

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:
  - 1. Contractor assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
  - 2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to

comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such Subcontractor to LAHSA within ninety (90) days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. The Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to LAHSA with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition Against Retaliation provided by LAHSA.
  4. Any Subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language.
  5. Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, LAHSA shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if LAHSA determines that the subject Contractor has violated provisions of the LWO and the SCWRO.
- C. Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, LAHSA in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor, the awarding authority may deduct the amount determined to be due and owing by the Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

24) CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to

comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor further agrees to: (1) notify LAHSA within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify LAHSA within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of Section 10.40.3 (a) of the Ordinance; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify LAHSA within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

25) SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative code, as may be amended from time to time. Contractor certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

26) CONFLICT OF INTEREST

A. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City **and County** any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

B. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City **and County** funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

- a) A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
- b) The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
- c) The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 *et seq.*, if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

C. Definitions:

- 1 The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- 2 The term "financial or other interest" includes but is not limited to:
  - a) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
  - b) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- 3 A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.

E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.

Situation – this provision presents a problem because you are a director, officer and employee of the organization.

Response – this is a City requirement, cannot be waived.

F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

G. The Contractor shall not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Contractor.

H. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City and County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

- K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
- L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City, that meets the foregoing requirements.

27) SUBCONTRACTS

- A. For the purpose of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, consultant services subcontracts, and construction subcontracts.
- B. Subcontracts entered into in the performance of this Agreement shall:
  - 1. Be subject to the terms and conditions set forth in this Agreement. LAHSA may require incorporation of the applicable provisions in a written agreement;
  - 2. Specifically prohibit assignment or transfer of interest without prior written approval by the City and/or LAHSA;
  - 3. Contractor must specifically provide proof, when applicable, of the appropriate permits and/or business licenses.
- C. Subcontracts and amendments thereto shall be submitted to the LAHSA for approval in writing prior to execution.
- D. Copy of each executed subcontract, or amendment(s) thereto, shall be maintained by Contractor and provided to LAHSA upon written request.

28) COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Jury Service Program. This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. A Certification Regarding the Jury Service Program is attached hereto as Exhibit E and incorporated herein by this reference.
- B. Written Employee Jury Service Policy. Unless Contractor has demonstrated to LAHSA or the County of Los Angeles's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- C. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or LAHSA or a subcontract with a County or LAHSA Contractor and has received or will receive an aggregate sum of fifty thousand dollars



(\$50,000) or more in any 12-month period under one or more County or LAHSA Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (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 LAHSA and the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (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 County or LAHSA under the Agreement, 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.

- D. If Contractor is not required to comply with the Jury Service Program when the Agreement 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 LAHSA 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 County or LAHSA may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County or LAHSA'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.
- E. Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, LAHSA may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

29) DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

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

30) SAFETY STANDARDS AND ACCIDENT PREVENTION

Contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. 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.

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

- A. Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from LAHSA or the County of Los Angeles through Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- B. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of 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 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

Failure of Contractor to maintain compliance with the requirements set forth in Section 25, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to LAHSA or the County of Los Angeles under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice shall be grounds upon which LAHSA may terminate this Agreement pursuant to Section 41, Termination.

33) POST MOST WANTED DELINQUENT PARENTS LIST

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the County of Los Angeles's policy to voluntarily post the list entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business.

34) USE OF RECYCLED-CONTENT PAPER

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

35) NEPOTISM

- A. Contractor shall avoid hiring or permitting the hiring of any person to fill a position funded through this Agreement if a member of that person's immediate family is employed in an administrative capacity by Contractor. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including but not limited to serving on the governing body of Contractor.
- B. In the event that Contractor hires a member of its immediate family, Contractor must ensure that said family member is supervised by staff who is not related to the family member. This provision also applies to immediate family members who are related to other staff.

36) COUNTY LOBBYIST ORDINANCE

- A. Contractor and each lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (Ordinance 93-0031), retained by Contractor, shall fully comply with the requirements as set forth in said County Code. Contractor must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of Contractor will comply with the County Code. A Certification Regarding Lobbying is attached as Exhibit C.1 and incorporated herein by this reference.

B. Failure on the part of Contractor and/or Lobbyist to fully comply with the County's Lobbyist requirements shall constitute a material breach of the Agreement upon which the LAHSA may immediately terminate this Agreement and Contractor shall be liable in civil action.

37) NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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 Exhibit F of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

38) CONTRACTOR'S ACKNOWLEDGEMENT OF LAHSA'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that LAHSA places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the LAHSA's policy to encourage all LAHSA Contractors to voluntarily post the "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Further, Contractor shall complete and submit a Certification of Compliance with Safely Surrendered Baby Law attached as Exhibit F and incorporated herein by this reference.

39) FEDERAL, STATE AND LOCAL TAXES

Federal, State and local taxes shall be the responsibility of Contractor as an independent Contractor.

40) EARNED INCOME TAX CREDIT

This Agreement is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

41) NONDISCRIMINATION AND AFFIRMATIVE ACTION

A. Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City and County of Los Angeles. In performing this Agreement, Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60).

B. Any subcontract entered into by Contractor relating to this Agreement shall be subject to the provisions of this paragraph.

42) CLAIMS FOR LABOR AND MATERIALS

The Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under

any provision of law from arising against any LAHSA property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against LAHSA, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

43) LOS ANGELES CITY TAX REGISTRATION CERTIFICATE

The Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City of Los Angeles's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended. The cost of the Certificate and the tax incurred pursuant to Contractor's performance of this contract will be reimbursed to Contractor.

44) RECORDS MAINTENANCE

Records, in their original form, shall be maintained in accordance with requirements prescribed by LAHSA with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of five (5) years after expiration of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. LAHSA may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by LAHSA.

45) CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County, through LAHSA, will refer GAIN/GROW participants by job category to the Contractor.

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

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

47) QUALITY ASSURANCE PLAN

LAHSA, or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the LAHSA determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the LAHSA Commission, and/or the County Board of Supervisors. The report shall include improvement/corrective action measures taken by

the parties. If improvement does not occur consistent with the corrective action measures, LAHSA may terminate this Agreement or impose other penalties as specified in this Agreement.

48) LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

This Agreement is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to LAHSA, CDC, or COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to LAHSA any difference between the contract amount and what the LAHSA's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

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

49) CONTRACTOR'S CHARITABLE ACTIVITIES 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, LAHSA seeks to ensure that all LAHSA contractors which receive or raise charitable contributions comply with California law in order to protect the LAHSA, COUNTY, CDC, and the taxpayers. A Contractor which 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. (County Code Chapter 2.202).

50) RIGHTS TO DATA

LAHSA shall have unlimited rights to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative

works, distribute copies to the public, and perform and display publicly, or permit others to do so.

51) COPYRIGHT POLICY

When copyrightable material (Material) is developed under this Agreement, the author or LAHSA, at LAHSA's discretion, may copyright the Material. If LAHSA declines to copyright the Material, LAHSA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for any charitable or public purpose.

52) CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

LAHSA is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Agreement, the Contractor provides services to LAHSA and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit K in order to provide those services. LAHSA and the Contractor therefore agree to the terms of Exhibit K, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).

53) CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

54) RESTRICTION ON DISCLOSURES

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as authorized by LAHSA. The final report and de-identified supporting data will be public domain material.

V.

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

55) DEFAULTS

A. Should Contractor fail for any reason to comply with the contractual obligations of this Agreement as determined solely by LAHSA within the time specified by this Agreement, LAHSA reserves the right to:

- i. Reduce the total budget;
- ii. Make any changes in the general scope of this Agreement;
- iii. Suspend project operations of this Agreement; or
- iv. Terminate the Agreement.

56) SUSPENSION

- A. LAHSA may suspend all or part of the project operations for failure by Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
- B. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- C. Within five (5) working days, Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to LAHSA approval in writing.
- D. Performance under this Agreement shall be automatically suspended without any notice from LAHSA as of the date Contractor is not fully insured in compliance with Section 19 herein. Performance shall not resume without the prior written approval of LAHSA.

57) TERMINATION

- A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

B. LAHSA may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- i. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- ii. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- iii. The appointment of a Receiver or Trustee for the Contractor; or
- iv. The execution by the Contractor of a general assignment for the benefit of creditors.

C. The rights and remedies of LAHSA provided in this paragraph B above shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. LAHSA may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this 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.

- i. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor. All property, documents, data, studies, reports and records purchased or prepared by Contractor under this Agreement shall be disposed of according to 24 C.F.R. 87.

ii. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

E. In the event that Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide to LAHSA copies of all records relating to this Agreement.

F. Upon satisfactory completion of all termination activities, LAHSA shall determine the total amount of compensation that shall be paid to Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

G. LAHSA may withhold any payments due to Contractor until such time as the exact amount of any damages that may be due to LAHSA from Contractor is determined.

H. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in Section 5 or upon completion of the performance of this Agreement.

58) NOTICES OF SUSPENSION OR TERMINATION

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

59) AMENDMENTS

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation, which are agreed to by LAHSA and Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

60) WAIVERS

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

61) SEVERABILITY

If any provision of this Agreement is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.



**VI.**  
**ENTIRE AGREEMENT**

62) **COMPLETE AGREEMENT**

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

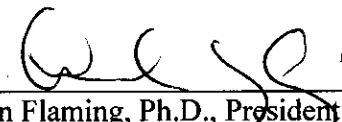
IN WITNESS WHEREOF, the LAHSA Board of Commissioners and CONTRACTOR have caused this Agreement to be signed by its duly authorized officer(s).

**LOS ANGELES HOMELESS SERVICES  
AUTHORITY**

By:   
Rebecca Isaacs, Executive Director

Date: 6-8-08

**ECONOMIC ROUNDTABLE**

By:   
Dan Flaming, Ph.D., President

Date: June 5, 2008

**EXHIBIT A  
STATEMENT OF WORK**

**Skid Row Collaborative Cost Avoidance Study**

**Economic Roundtable and the Los Angeles County Chief Executive Office**

**1. Protection of Human Subjects and Informed Consent**

The project team, consisting of members of the Economic Roundtable, the Los Angeles Chief Executive Office, and Daniel Chandler will:

- a. Consult with Los Angeles County's Chief HIPAA Privacy Officer in the Department of Auditor-Controller about county requirements for protection of human subjects.
- b. Prepare participant consent form(s) that fulfill county and Economic Roundtable IRB requirements for obtaining informed consent.
- c. Provide the consent form(s) to the Skid Row Consortium for their use in obtaining consent approval from the largest possible population project participants, including individuals recently admitted to the program. Signed forms will be returned to the project team.
- d. Submit the project research protocol and an application for IRB approval to the Economic Roundtable Institutional Review Board.
- e. If required by any participating department, submit project research protocol and application for IRB approval to that department's IRB.

A minimum of 45 of the 75 participating clients must sign information releases for the results to be valid enough to be worth pursuing. In the event the Skid Row Collaborative is unable to obtain at least 45 (and preferably 65-70 consents), the project team will be compensated for the time incurred to date on the task and the project will be discontinued or the contract renegotiated.

**2. Non-linked Service Data for Project Participants**

The project team will work with the Skid Row Collaborative, the Department of Health Services, the Department of Public Health, the Department of Mental Health, the Department of Social Services, the Sheriff's Department, and any other relevant agency to obtain needed service usage data in electronic format for project participants that is not in the files to be obtained and linked by the CEO's office. It is expected that agencies with relevant non-linked service data will be cooperative, diligent and effective in providing requested data. Tasks include:

- a. Prepare any needed correspondence for the Director of LAHSA to send to relevant agencies requesting cooperation and assistance
- b. Obtain case record and project cost data from the Skid Row Collaborative as appropriate.
- c. Request other electronic participant records that are not accessible to the Adult Linkage database being created by CEO-SIB. This may include DHS and DPH data as well as DMH data.

3. **Data Linkage to Produce Service Data for Project Participants and Mentally Ill Homeless General Relief Recipients**

The project team will seek agreement to link records from the county departments of Public Social Services, Public Health, Probation, Mental Health, Health Services, Children and Family Services, and Sheriff. Tasks include:

- a. Prepare any needed correspondence for the Executive Director of LAHSA to send to the CEO's office for county departments requesting cooperation and assistance.
- b. Link and de-identify records from all participating departments for homeless, mentally ill General Relief recipients who will be used to create the control group and as a general context for cost comparisons.
- c. Link and retain identifying data for all project participants who have signed consent forms.

4. **Identify Study Cohorts and Subpopulations**

- a. The project team will develop a propensity scoring method and review the comparison group that is identified using this method with the project sponsor.
- b. The project team will conduct propensity score matching to identify a comparison group of chronically homeless, mentally ill Skid Row residents that is closely matched to the project group based on common data fields in both data sets.
- c. The project team will identify in the linked data the population from which study participants was drawn: mentally ill, chronically homeless General Relief recipients. This is referred to as the reference group as it provides the context for the analysis of project participants and their comparison subjects.
- d. The project team will also identify cohorts within the project participants which are of clinical, analytic or policy interest to use for more detailed analysis and comparison with the control group and the reference group.

5. **Develop Cost Data for Typical Units of Service**

The project team will use cost data from county departments to delineate service costs by unit of service. Cost data and cost estimating methodology will be submitted for review and approval by the project sponsor.

6. **Cost Analysis**

The project team will produce cost and cost avoidance estimates. Tasks include:

- a. Generate costs for the reference group of mentally ill, chronically homeless General Relief recipients and subgroups within this population. These will be for the same time period as the costs generated for the project participants (Pre and Post).
- b. Pre-program costs for project participants and the propensity score based comparison group.
- c. Post-program costs for project participants and the propensity score based comparison group.
- d. Assessment of the extent to which costs for project participants are representative of costs for the reference group before they entered supportive housing.
- e. Cost avoidance estimates for project participants and potentially avoidable costs for the overall population of mentally ill, chronically homeless General Relief recipients. Both will be broken out by:
  - i. Cost without supportive housing;
  - ii. Costs with supportive housing;

- iii. Cost avoidance measured in dollars; and
- iv. Cost avoidance measured in percent.

**7. Project Schedule**

The project has a seven-month timeline. Target dates for completing key elements of the study are shown below.

TASK	MONTH						
	1	2	3	4	5	6	7
1. Obtain informed consent from participants							
2. Review and approval by Roundtable IRB							
3. Obtain and link County data for clients							
4. Propensity score matching							
5. Develop cost estimates by service unit							
6. Develop cost avoidance estimates							
7. Prepare and submit report							
8. Brief Stakeholders and policy makers							

**8. Report and Stakeholder Briefing**

The project team will produce a report and provide briefings on project findings. Tasks include:

- a. Prepare a report on project findings using both narrative and data tables and charts to explain procedures used in the project, finding, and recommendations.
- b. Provide up to three briefings or presentations to stakeholders on project findings and recommendations.

**EXHIBIT B  
PROJECT BUDGET**

The project team will carry out the project on a firm fixed-price basis. The firm fixed-price cost, to be paid upon completion of each task, is shown below.

TASK	TASK COMPLETION DATE	COST
1. Research protocols for informed consent	March 31, 2008	\$8,000
2. Get non-linked service data for project participants	March 31, 2008	\$1,000
3. Data Linkage, including CEO leadership in getting MOA approval from county departments	April 30, 2008	\$26,000
4. Propensity score matching and group determination	June 30, 2008	\$8,000
5. Cost per unit of service	July 31, 2008	\$4,000
6. Cost avoidance analysis	August 31, 2008	\$20,000
7. Prepare report and brief stakeholders	September 30, 2008	\$18,000
<b>TOTAL BUDGET</b>		<b>\$85,000</b>

**EXHIBIT C  
INSURANCE REQUIREMENTS**

CONTRACTOR: ECONOMIC ROUNDTABLE

AGREEMENT NUMBER: 2007PSA01

The following coverages noted with an "X" are required with the Combined Single Limits (CSL) as noted on the right.

Limits

<input checked="" type="checkbox"/> Worker's Compensation		Statutory
<input checked="" type="checkbox"/> Employer's Liability		\$500,000.00
<input type="checkbox"/> Broad Form All States Endorsement		
<input type="checkbox"/> Voluntary Compensation Endorsement		
<input type="checkbox"/> Longshoremen's and Harbor Worker Workers' Compensation Act		
Endorsement		
<input checked="" type="checkbox"/> General Liability _____		\$500,000.00
<input checked="" type="checkbox"/> Premises and Operations	<input type="checkbox"/> Explosion Hazard	
<input checked="" type="checkbox"/> Contractual Liability	<input type="checkbox"/> Collapse Hazard	
<input checked="" type="checkbox"/> Independent Contractors	<input type="checkbox"/> Underground Hazard	
<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Garagekeepers Legal Liability	
<input type="checkbox"/> Broad Form Property Damage	<input type="checkbox"/> Hangar Keepers Legal Liability	
<input checked="" type="checkbox"/> Personal Injury	<input type="checkbox"/> Owned Automobiles	
<input type="checkbox"/> Broad Form Liability Endorsement	<input type="checkbox"/> Non-owned Automobiles	
<input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> Hired Automobiles	
<input type="checkbox"/> Watercraft Liability	<input type="checkbox"/> Incidental Medical Malpractice	
<input type="checkbox"/> Automobile Liability (if auto is used for this contract)		_____
<input type="checkbox"/> Owned Automobiles		
<input type="checkbox"/> Non-Owned Automobiles		
___ Professional Liability (if applicable)		\$ _____
___ Property Insurance _____		\$ _____
<input type="checkbox"/> Extended Coverage	<input type="checkbox"/> Debris Removal	
<input type="checkbox"/> Vandalism & Malicious Mischief	<input type="checkbox"/> Sprinkler Leakage	
<input type="checkbox"/> Flood	<input type="checkbox"/> Windstorm	
<input type="checkbox"/> Earthquake \$ _____	<input type="checkbox"/> Other	
___ Aircraft Liability (Bodily injury and property Damage)		\$ _____
<input type="checkbox"/> Passenger Liability (per seat) \$ _____		
___ Ocean Marine Liability		\$ _____
<input type="checkbox"/> Protection and Indemnity	<input type="checkbox"/> Cargo	
<input type="checkbox"/> Running Down Clause	<input type="checkbox"/> Inchmaree Clause	
<input type="checkbox"/> Pollution	<input type="checkbox"/> Charter's Legal Liability	
<input type="checkbox"/> Jones Act	<input type="checkbox"/> Wharfinger's Liability	
<input checked="" type="checkbox"/> Dishonesty Insurance		\$25,000.00
<input checked="" type="checkbox"/> Directors and Officers Insurance		\$17,000.00

**EXHIBIT D**  
**EQUAL BENEFITS ORDINANCE**



**EXHIBIT E**  
**LIVING WAGE ORDINANCE**

**EXHIBIT F**

**CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM AND CERTIFICATION**

**EXHIBIT G**  
**COUNTY LOBBYIST ORDINANCE**

**EXHIBIT H**

**SAFELY SURRENDERED BABY LAW**

**EXHIBIT I**  
**CHARITABLE CONTRIBUTIONS CERTIFICATION**

**EXHIBIT J**  
**LAHSA INVOICE**

**EXHIBIT K**

**CONTRACTOR’S OBLIGATIONS AS A “BUSINESS ASSOCIATE” UNDER HIPAA**