LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
550 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV

MARVIN J. SOUTHARD, D.S.W.
Director
ROBIN KAY, Ph.D.
Chief Deputy Director
RODERICK SHANER, M.D.
Medical Director

May 20, 2014

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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 May 20, 2014
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO RENEW AGREEMENTS
AND ENTER INTO FUTURE AGREEMENTS WITH THE
HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
AND
THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES
FOR FISCAL YEARS 2014-15 THROUGH 2018-19
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to renew Agreements and enter into future Agreements with the Housing Authority of the City of Los Angeles and the Housing Authority of the County of Los Angeles, including any agreements with financial compensation.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Mental Health (Director), or his designee, to renew existing Agreements between the Department of Mental Health (DMH) and the Housing Authority of the City of Los Angeles (HACLA) and the Housing Authority of the County of Los Angeles (HACoLA) as listed in Attachment I for Fiscal Years (FYs) 2014-15 through 2018-19, using a substantially similar Agreement format to Attachment II. The following Federal housing subsidy programs are fully funded by the United States Department of Housing and Urban Development (HUD) revenues: Tenant-Based Rental Assistance (TBRA)/Shelter Plus Care, Tenant Based Supportive Housing and Homeless Section 8 Programs. The purpose of the housing subsidy programs is to provide DMH homeless clients with housing certificates and vouchers for which DMH will provide an in-kind match of mental health supportive services for FYs 2014-15 through 2018-19.

2. Delegate authority to the Director, or his designee, to sign and execute future new agreements with HACLA and/or HACoLA for FYs 2014-15 through 2018-19, using a substantially similar Agreement format to Attachment II and to accept financial compensation provided that: 1) any financial compensation will be used for administration of the agreements; 2) approval as to form by County Counsel, or his designee, is obtained prior to execution of such agreement; 3) the Director, or his designee, notifies your Board and the Chief Executive Officer (CEO) of the new agreements in writing within 30 days after execution of each agreement.

3. Delegate authority to the Director, or his designee, to sign and/or amend existing Agreements, and to accept financial compensation from HACLA and/or HACoLA, using a substantially similar Agreement format to Attachment II provided that: 1) any financial compensation will be used for administration of the agreements or to reflect program and/or Board policy changes; 2) approval as to form by County Counsel, or his designee, is obtained prior to execution of such amendments; and 3) the Director notifies your Board and CEO of amendments in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH to renew and/or amend existing Agreements and enter into future Agreements with HACLA and HACoLA. The Federal housing subsidies will provide DMH clients and their families TBRA/Shelter Plus Care, Tenant-Based Supportive Housing, and Homeless Section 8 certificates and vouchers. The Tenant-Based Supportive Housing and Homeless Section 8 programs do not require a specific in-kind match, but DMH is required to provide mental health services including monthly contacts and quarterly home visits to the clients receiving those subsidies.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The housing subsidies are federally funded by HUD and distributed to the local housing authorities. DMH is required to provide in-kind supportive mental health services funded from various sources including Sales Tax Realignment, Medi-Cal and State Mental Health Services Act (MHSA) revenue. The Housing Authorities require DMH to provide documentation of clients who receive TBRA/Shelter Plus Care subsidies that are equivalent of at least 25 percent of the aggregate amount of the housing subsidies in DMH services.

There is no net County cost associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In the 2013 Homeless Count Report, the Los Angeles Homeless Services Authority cited that on any given night there are 58,423 homeless persons in Los Angeles County. Of this number, 14,942 are considered to be chronically homeless and 30 percent report having a mental illness. DMH's strategy

to end homelessness for the clients we serve includes securing housing resources such as those provided by these Federal housing subsidy programs. Eligibility for these programs is limited to those that meet HUD's definition of homelessness and/or chronic homelessness. While the tenants pay 30 percent of their rent, the Housing Authorities subsidize the remaining portion of the rent.

Since 1997, DMH has been granted 928 TBRA/Shelter Plus Care certificates through the Los Angeles County Continuum of Care. DMH has also received various allocations of Homeless Section 8 and the Tenant-Based Supportive Housing vouchers over the years. In 2012, HACLA allocated 200 Tenant-Based Supportive Housing vouchers to DMH. The certificates were made available to clients served by DMH in our directly-operated and contract agencies. DMH's management of these contracts includes ensuring all contract requirements are met. The responsibility includes providing training to DMH staff, approving all referrals into the program, reviewing, processing and submitting applications quarterly and annual reports to the Housing Authorities.

The Agreements require an in-kind match of supportive services. The supportive services provided by DMH include outreaching and engaging the homeless population that meets DMH eligibility criteria and assisting them with transitioning from homelessness to a permanent, affordable home. This is accomplished by helping the client complete the housing application, accompanying them to appointments, assisting in the housing search, preparing for housing authority and landlord interviews, and assisting with moving in. After the clients move-in, DMH's goals are to assist the clients to develop independent living skills, meet lease requirements, budget, develop community connections, and other supports that allow them to live independently within the community. DMH also outreaches to landlords and property owners to increase the availability of affordable and supported housing, thereby expanding options for DMH clients.

Attachment I is a list of the existing Agreements which have been reviewed as to form by County Counsel. Administrative staff at DMH will continue to administer and supervise the Agreements and ensure that Agreement provisions and Departmental policies are followed.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will enable DMH to continue providing clients and their families' access to subsidized housing through contracts with the housing authorities for housing subsidies and help support the County's effort to end homelessness.

Respectfully submitted,

MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

MJS:MM:MF:RK:sc

Enclosures

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

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

Housing Authority of the County of Los Angeles (HACoLA)

Grant #	Contract Period
CA0365C9D001104	12/01/13 to 11/30/14
CA1046C9D001101	06/01/13 to 05/31/14
CA16C600168	12/01/13 to 11/30/14
CA0323C9D000800	04/01/10 to 03/31/15
Homeless Section 8 HCV Program	07/01/13 to 06/30/14

Housing Authority of the City of Los Angeles (HACLA)

Grant #	Contract Period
CA0405C9D001205	07/01/13 to 06/30/14
CA0324C9D000800	11/30/09 to 11/29/14
CA0862C9D00900	09/22/11 to 09/21/16
CA1105C9D001100	11/15/12 to 11/14/17
HA-2011-7540-02 Homeless Section 8 HCV Program	03/15/11 to 03/14/15
Tenant Based Supportive Housing	07/01/12 to 06/30/14

CONTRACT NUMBER HA-2011-7540-02

BETWEEN

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

AND

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

THIS CONTRACT ("Contract") is made and entered into this 15th day of March, 2011 ("Commencement Date"), 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 located at 550 South Vermont Avenue 12th Floor, Los Angeles, CA 90057 (hereinafter referred to as the "Contractor").

W I T N E S S E T H:

WHEREAS, the Section 8 Homeless Program (the "Program") provides rental subsidies and supportive services to homeless persons through the collaborative effort of the Authority and non-profit service providers and community-based organizations; and

WHEREAS, the Authority is administering the Program using the current Section 8 allocations of Vouchers made available by turnover; and

WHEREAS, the number of Vouchers made available at any given time is not fixed, and the Authority may, at any time, raise, lower, suspend, or terminate the number of available Vouchers to achieve its 100% lease-up goal; and

WHEREAS, the Authority may elect at any time to terminate this Contract in whole or in part for the convenience of the Authority; and

WHEREAS, the Program has successfully aided homeless, Very Low and Extremely Low Income person in their efforts to re-enter permanent housing and mainstream living; and

WHEREAS, the Authority provides no funding for supportive services or administrative costs under this Contract; and

WHEREAS, the Authority has determined that the most effective and feasible manner of reaching eligible clients from the targeted population is by contracting with an agency which services the targeted populated; and

WHEREAS, on December 8, 2010, Request For Proposals (RFP) No. 7540 was issued to competitively solicit proposals; and
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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, the Contractor will provide case management services, including quarterly home visits with clients, for at least one (1) year after execution of the Section 8 Contract, and permit on-sight monitoring audits by the Authority to ensure program compliance; and

WHEREAS, it is anticipated that the Board of Commissioners, pursuant to a Resolution to be adopted at the March 2011 Board Meeting, will authorize the Authority to contract for the Services with said Contractor; and

WHEREAS, this Contract will no longer be in effect in the event the Board of Commissioners fails to pass the aforementioned Resolution at the March 2011 Board meeting.

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

1. STATEMENT OF WORK

a. Scope of Work. 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 this reference, incorporated in and made a part of this Contract. The Contractor shall also perform in accordance with its proposal to the Authority dated January 13, 2011, which is attached as Exhibit F, entitled Contractor's Proposal. Any conflicts between the requirements of Exhibit A and the "Work Plan" presented in 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.

b. Additional Work. Any work performed by the Contractor, beyond that authorized in Subparagraph 1.a., above, must be approved in advance by the Authority, and such approved work shall be considered "Additional Work" under this Contract. Any such approval of Additional Work by the Authority, as well as any other material change in the terms and conditions of this Contract, shall only be binding upon either party if confirmed in a written amendment to this Contract executed by both parties.

c. Key Personnel. The Contractor shall provide the personnel listed below to perform the above-specified Services, which persons are hereby designated as Key Personnel under this Contract. The Contractor shall not remove or replace any named person below, nor shall his/her agreed-upon function or level of commitment be changed, without the prior written consent of the Authority.

Name	Title	Function
N/A		

2. CONSIDERATION

In consideration for the Services to be provided by the Contractor pursuant to this Contract, the Authority shall make available Section 8 Housing Choice Voucher rental Assistance to the

Contractor's clients who are Eligible Families, as defined in Exhibit A, in the Section 8 program based on availability and contractors performance.

3. TERM OF CONTRACT

a. Initial Term. This Contract shall commence on the Commencement Date and continue in full force and effect through March 14, 2012 unless earlier terminated as provided elsewhere in this Contract or extended by written amendment to this Contract, for a total term not to exceed five (5) years.

b. 1st Option Term. The Authority, at its sole discretion, may elect to extend the term of this Contract for the period through March 14, 2013 ("1st Option Term") by giving notice to the Contractor prior to the expiration of the Initial Term.

c. 2nd Option Term. The Authority, at its sole discretion, may elect to extend the term of this Contract for the period through March 14, 2014 ("2nd Option Term") by giving notice to the Contractor prior to the expiration of the 1st Option Term.

d. Maximum Term. The "Maximum Term" of this Contract, including the period for performance of Optional Work authorized by the Authority, shall be the period beginning on the Commencement Date and extending through the end of the 2nd Option Term, so long as the total term of this Contract does not exceed five (5) years.

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 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 or agents in the performance of this Contract, except such damage as is caused by the sole negligence of the Authority 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 by 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 REQUIREMENTS

During the term of this Contract, the Contractor shall, at its own cost and expense, procure and maintain insurance set forth in Exhibit D, entitled "Insurance Requirements," attached to and, by this reference, incorporated in and made a part of this Contract.

The Contractor's Certificates of Insurance are attached to Exhibit E entitled Contractor's Certificates of Insurance, attached to and by this reference, incorporated in and made a part of this Contract. It is the Contractor's responsibility to provide updated Certificates of Insurance during the Contract term. Each updated Certificate of Insurance provided by the Contractor during the Contract term will be incorporated in this Contract.

8. ASSIGNMENT OR TRANSFER

a. 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.

b. The Authority hereby consents to the Contractor's subcontracting of portions of the Scope of Work to the following entities:

Subcontractor:	**Description of Work**	**% of Work to be Performed**
N/A		

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9. TERMINATION AND REMEDIES FOR BREACH

a. Termination for Convenience. The Authority may terminate this Contract for the Authority's convenience at any time by giving Contractor ten (10) days' written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The Authority shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to effect such termination. Thereafter, Contractor shall have no further claims against the Authority under this Contract. All finished or unfinished documents and materials proposed for or produced under this Contract shall become Authority property upon date of such termination and Contractor shall immediately deliver to the Authority all documents and materials accumulated or generated in performing the Contract, whether completed or in process.

b. Termination for Breach of Contract.

i. If Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the Authority may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the Authority within the time permitted by the Authority, then the Authority may terminate this Contract due to Contractor's breach of this Contract.

ii. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the Authority may immediately terminate this Contract.

iii. If Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates any pertinent federal regulations, then the Authority may immediately terminate this Contract.

iv. In the event the Authority terminates this Contract as provided in this Subparagraph 9.b. the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, Services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the Authority for all of its costs and damages, including, but not limited to, any excess costs for such Services.

v. All finished or unfinished documents and materials produced or procured under this Contract shall become Authority property upon date of such termination and Contractor shall immediately deliver to the Authority all documents and materials accumulated or generated in performing the Contract, whether completed or in process.

vi. The Authority may withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of any amounts owed by the Authority to the Contractor.

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vii. If, after notice of termination of this Contract under the provisions of this Subparagraph 9.b., it is determined for any reason that Contractor was not in default under the provisions of this Section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 9.a., Termination for Convenience.

viii. The rights and remedies of the Authority provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

c. Termination at End of Contract Term

i. Following the expiration of the Contract at the end of the Contract Term, all finished or unfinished documents and materials proposed for or produced under this Contract shall become Authority property upon date of such termination and Contractor shall immediately deliver to the Authority all documents and materials accumulated or generated in performing the Contract, whether completed or in process.

ii. The Authority may withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of any amounts owed by the Authority to the Contractor.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL STATUTES AND REGULATIONS

The Contractor, in performance of this Contract, warrants and certifies that it will comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County of Los Angeles, and the City of Los Angeles. The Contractor understands that failure to comply with any of the following assurances may result in suspension or termination of this Contract or any of the remedies provided for herein. The Contractor further warrants and certifies that it will comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Contract.

11. 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.

12. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

a. 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), if any, shall submit their Affirmative Action Plans to be reviewed and approved by the Authority within thirty (30) days after the commencement of this Contract.

b. In accordance with regulations issued by the United States Department of Housing and Urban Development ("HUD") pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (24 CFR Part 8), the Contractor must not discriminate against any otherwise qualified individual with handicaps.

c. In carrying out the obligations under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, age, sexual preference, or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, national origin, ancestry, sex, age, sexual preference, or physical handicap. Such action includes, but is not 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.

d. The Contractor agrees to post on conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscrimination 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, religion, national origin, ancestry, sex, age, sexual preference, or physical handicap. The Contractor will incorporate the foregoing requirements of these Subparagraphs in all contracts for project work, except contracts for standard commercial supplies or raw materials, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for project work.

13. SECTION 3 COMPLIANCE – TRAINING AND EMPLOYMENT OPPORTUNITIES FOR RESIDENTS

a. The work to be performed under this Contract is on a project assisted by a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of Section 3, as well as the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no obligation contractually or otherwise, that would prevent them from complying with these requirements.

c. The Contractor will send to each labor organization or workers' representative with which the Contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the organization of the Contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Contractor will include this clause in every subcontract for work in connection with the period and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD- assisted contracts.

14. COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS

The Authority and the Contractor must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

15. INVENTIONS, PATENTS AND COPYRIGHTS

a. Reporting Procedure. If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Contract, the Contractor shall report the fact and disclose the Invention promptly and fully to the Authority. The Authority shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the Authority and the Grantor and its representative on these matters, the Grantor shall determine whether to seek protection on the Invention. If applicable under the laws, the Grantor and its representative shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Chapter 18 of Title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401); Presidential Memorandum on

Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Insomuch as the rights and interests in the Invention are concerned, Contractor hereby agrees to be bound by the Policy and will contractually cause its personnel to oblige by the same requirements.

b. Rights to Use Inventions. The Authority shall have unencumbered right and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all Authority purposes.

c. Copyright Policy

i. Contractor and the Authority intend this to be a contract for services and each considers the products and results of the services to be rendered by Contractor hereunder the "Deliverables" to be a work for hire. The Contractor acknowledges and agrees that the Deliverables belong to and shall be the sole and exclusive property of the Authority.

ii. If for any reason the Deliverables would not be considered a work made for hire under applicable law, and/or Contractor has incorporated previously copyrighted materials within the Deliverables then Contractor grants the Authority, its successors and assigns, a paid-up, nonexclusive, irrevocable worldwide license in the Deliverables to reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, by and on behalf of the Authority. Contractor is required to affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402, and acknowledgment of Government funding, (including the contract number) to the data whenever such copyrighted materials created outside the scope of this Contract and incorporated into the Deliverables, are delivered to the Authority, published, or deposited for registration as a published work in the U.S. Copyright Office. All other rights are reserved by the copyright owner.

iii. Contractor agrees to execute all papers and to perform such other proper acts as Authority may deem necessary to secure for Authority or its designee the rights herein assigned.

d. Rights to Data

i. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software, except computer software developed at private expense and that is trade secret; is commercial or financial and confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information as set forth in 48 CFR 27.401.

ii. The Authority 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, as defined in 48 CFR 27.401. Where the Data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C. Sections 401 or 402, the Authority is granted, or Contractor shall acquire on behalf of Authority, a copyright license for use of the Data pursuant to 48 CFR 27.404-3(b)(1)(i).

e. **Obligations Binding on Subcontractors.** Contractors hereby agrees to contractually bind all of its subcontractors to the same terms herein in protecting the interests and titles in all intellectual property rights of the Grantor and the Authority under this Contract.

16. WORKING PAPERS

All statements, records, schedules, working papers and memoranda made by Contractor incident to, or in the course of, rendering services to the Authority pursuant to this Contract, except for the Deliverables submitted by the Contractor to the Authority and except for records which are part of the Authority's records, shall be and remain the property of the Contractor in the absence of an express agreement between the Contractor and the Authority to the contrary. No such statement, record, schedule, working paper, or memoranda shall be sold, transferred, or bequeathed, without the consent of the Authority, to anyone other than the Authority's licensee, successor's, or assigns, or any combined or merged firm or successor in interest to the Contractor.

17. 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(s) to the Authority prior to the commencement of the Contract.

18. 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 hereof.

19. 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.
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20. 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.

21. CLEAN AIR AND WATER

a. Definition. "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency ("EPA") determines that independent facilities are collocated in one geographical area.

b. In compliance with regulations issued by the EPA, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Contractor agrees to –

i. Not utilize any facility in the performance of this Contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to 40 CFR Part 15 of the regulations for the duration of time that the facility remains on the list;

ii. Promptly notify the Contracting Officer if a facility the Contractor intends to use in the performance of this Contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;

iii. Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and,

iv. Include or cause to be included the provisions of this clause in every subcontract, and take such action as HUD may direct as a means of enforcing

such provisions.

22. ENERGY EFFICIENCY

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the Contract is performed.

23. PROCUREMENT OF RECOVERED MATERIALS

a. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

b. Paragraph a. of this clause shall apply to items purchased under this Contract where: (1) the Contractor purchases in excess of $10,000 of the item under this Contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

24. NO 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.

25. 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.
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26. 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.

27. 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.

28. 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, 3rd Floor
Los Angeles, CA 90057
Attention: Rudolf C. Montiel, Contracting Officer

With a copy to: Housing Authority of the City of Los Angeles
2600 Wilshire Boulevard, 3rd Floor
Los Angeles, CA 90057
Attention: Swan Lam, Contract Administrator

To: County of Los Angeles
Department of Mental Health
Marvin J. Southard, D.S.W
Director of Mental Health
550 South Vermont Avenue 12th Floor
Los Angeles, CA 90057

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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.

29. ORDER OF PRECEDENCE – HUD REQUIREMENTS

Conflicting provisions of this Contract shall prevail in the following order of precedence: (1) this Contract must be interpreted and implemented in accordance with HUD requirements; (2) the provisions in the body of this Contract together with any exhibits incorporated by reference; (3) any other documents cited in this Contract.

30. PREVAILING WAGE

The Contractor agrees to comply with all applicable sections of the California State Labor Code pertaining to labor and the prevailing wage rates, if applicable. For work performed as a part of this Contract, the Contractor shall pay no less than the Prevailing Wage as determined by the California Department of Industrial Relations.

31. REPORTING REQUIREMENTS

a. The Contractor, at such times and in such forms as the Authority may require, shall promptly and timely provide to the Authority such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract (24 CFR 85.36(i)(7).

b. For contracts funded in whole or in part with funding provided by The American Recovery and Reinvestment Act of 2009 ("ARRA") (Pub.L.111-5), Contractor shall comply with all reporting requirements of Section 1512 of ARRA.

32. 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 approval of an external funding source is required, this Contract shall not be effective until such approval has been secured. If approval by the external funding source is denied prior to or during the Contract term, then the Contract shall be terminated at no fault of either party. If the Contract award is terminated prior to commencement date of the Contract then any costs incurred by the Contractor shall be deemed pre-contractual and thus the Contractor's responsibility. If the funding ceases during the Contract term, any costs incurred by Contractor will be compensated to Contractor under such terms as specified in the Termination for Convenience clause of the General Contract Conditions for Small Construction/Development Contracts Agreement herein.

33. 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
CARMEN A. TRUTANICH
City Attorney

By H. Helen Yun
H. HELEN YUN
Deputy City Attorney

Date 3/10/11

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

By

~~RUDOLF O. MONTIEL~~ Ken Simmons
~~President and CEO~~ Interim President & CEC

Date 4-22-11

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

By:
(Signature of Person Authorized To Sign)

Marvin Southard
(Printed Name of Person Authorized To Sign)

Title: Director of Mental Health

Date: 4/20/11

EXHIBIT A
SECTION 8 HOMELESS PROGRAM

A. INTRODUCTION:

The objective of the Section 8 Homeless Program ("Program") is to provide affordable, permanent housing for homeless individuals and families by providing rental subsidies and supportive services through the collaborative effort of the Authority and local service providers. The supportive services will enable the homeless families to stabilize their living conditions and remain successfully housed in the long term. The Authority provides no funding for supportive services or administrative costs under this Contract.

The Authority is administering the Program using the current existing allocations of Vouchers made available through turnover. As the number of Vouchers is dependent upon federal funding, the number of Vouchers available to the Homeless Program is not fixed. Accordingly, the Authority may, at any time, raise or lower the number of available Vouchers. The Authority also reserves the right to incentivize housing opportunities in lower poverty census tracts.

This program has successfully aided homeless persons in their efforts to re-enter permanent housing and mainstream living since its inception in 1991, with the cooperative effort of local service providers.

B. DEFINITION OF TERMS:

1. **Very Low-Income:** Annual income not in excess of fifty percent (50%) of the median income for the area, as determined by the U.S. Department of Housing and Urban Development (HUD).

2. **Extremely Low-Income:** Annual income not in excess of thirty percent (30%) of the median income for the area, as determined by HUD.

3. **Eligible Family:** A very low or extremely low-income family or individual who meets the federal definition of homeless as specified below in #4; and/or #5; and/or #6; and/or #7.

4. **Homeless:** To be homeless, a family or individual shall be:

   a) A family or individual who lacks a fixed, regular, and adequate nighttime residence; and

   b) A family or individual who has a primary nighttime residence that is:

      (1) 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); or

      (2) An institution that provides a temporary residence for persons intended to be institutionalized; or

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

5. Victims of Domestic Violence: Individuals who are homeless due to domestic violence.

6. Youth:

a) Youths who age out of the foster care system without housing options.

b) Emancipated Minors without housing options.

7. Individuals who were previously housed, but due to an illness have been hospitalized, and experience the subsequent loss of their housing.

8. Participant Family: An individual or family, referred by an agency, which has been admitted to the Section 8 Program and is currently assisted in the program. The family becomes a Participant on the effective date of the first day of initial lease term.

C. CONTRACTOR RESPONSIBILITIES:

1. Conduct outreach to identify eligible families to refer for the Program.

2. At the time of initial admission into the Program, one hundred percent (100%) of the applicants must be Eligible Families.

3. Accept referrals of Eligible Families from the Authority's Section 8 Housing Choice Voucher and Project Based Voucher ("PBV") Program Waiting lists and provide those families case management services for at least one (1) year as required under the Program.

4. Agencies may be required to submit referrals for the PBV Program Waitlist and provide those families case management services for at least one (1) year as required under the Program.

5. Assist families to accurately complete intake and verification forms provided and/or approved by the Authority.

6. Maintain a list of referrals submitted to the Authority for the Program by date and make those records available to the Authority, HUD and/or Office of Inspector General (OIG) for any monitoring audits that may be required to ensure program compliance.

7. Assist Eligible Families in housing search efforts by providing services such as compiling and distributing provider generated property listings, conducting landlord/owner outreach, accessing resources available within the community and accompanying Eligible families when they view potential rental units.

8. Accurately describe the Section 8 Program to Eligible Families and property owners. If necessary, Contractor shall provide its own language interpreter to eligible families.

9. Require attendance of appropriate staff at Authority meetings or training sessions.

10. Practice ethical behavior in performing under this Contract. 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 the services to be provided under the Contract with the participants. For the duration of the 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 may arise.

11. Immediately notify the Authority in writing of changes in key personnel for the Homeless Program.

12. Conduct a thorough needs assessment to determine supportive services needed or referrals to be provided to each participant family, which will enable them to be successful in transitioning to and maintaining permanent housing. Provide all participant families with case management services that include, but are not limited to, assistance with all Authority paperwork and inspections, counseling on housekeeping, money management, independent living skills and tenant obligations to the Section 8 landlord and the Authority, and assistance resolving tenant/landlord/Authority problems. Make appropriate referrals for other identified physical, mental or personal issues.

13. Continue case management services for at least one (1) year after execution of the Section 8 contract, which includes at least monthly contacts and at least quarterly visits with participant families in their units. Maintain records in contractor files of all supportive services provided to participant families within the required period, and make them available to the Authority upon request. The Contractor may continue to provide other long-term follow-up services at its own expense after the initial one (1) year period. Desired services would include annual contact with the participant, before each annual review, to ensure continued stable housing, and other supportive services deemed necessary. Preference will be given to agencies able to provide supportive services for longer than a year.

14. Submit a report at least quarterly to the Authority regarding supportive services provided. This report would be due by the fifth day of the month after the end of the period. The Authority, upon request, may require report(s) from Contractor on referrals.

15. Contractor shall comply with any and all requests from the Authority, HUD and/or the OIG to provide any written documentation/reports in addition to the quarterly reports for any monitoring audits that may be required to ensure program compliance. The turnaround period may vary depending on the nature of the request.

16. Permit on-sight monitoring audits to ensure program compliance on at least an annual basis.

17. Contractors must be willing and able to comply with HUD Homeless Management Information Systems ("HMIS") implementation and reporting requirements.

D. AUTHORITY RESPONSIBILITIES:

The Authority shall:

1. Provide all forms and documents necessary for processing referrals.

2. The Authority will process all referrals in accordance with HUD guidelines and the Authority Section 8 Administrative Plan.

3. Retain the sole authority to determine eligibility for Section 8 of all referrals submitted by the Contractor.

4. Provide training for Contractor staff and notification to Contractor staff of any changes in regulations, policy, rules or key Authority personnel for the Homeless Program.

5. Upon 30 days prior written notice, at any time, increase or decrease the maximum number of Eligible Families who may be referred to receive Section 8 rental assistance if, in the Authority's judgment, the goals of the Program would be better served by such a change.

6. Monitor the Contractor's performance by on-site audits at least annually, including review of documentation of all supportive services provided and other documentation to ensure program compliance.

7. Monitor the Contractor's performance in housing eligible families and in maintaining housing for participant families after one (1) full year in order to determine whether referral slots can be increased, contract renewals granted and participation in future targeted homeless program competitions allowed.

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

SECTION 8 HOMELESS PROGRAM SERVICES PROGRAMS

REQUEST FOR PROPOSALS NO. 7540

QUALIFICATIONS AND EXPERIENCE

In 2009, the Los Angeles Homeless Services Authority (LAHSA) cited 48,053 homeless persons in Los Angeles County (including 42,694 persons in the Los Angeles Continuum of Care and 5,359 persons in the cities of Pasadena, Glendale, and Long Beach) on any given night. Of the 42,694 persons in the Los Angeles Continuum of Care, twenty-four percent (24%) have a mental illness and eleven percent (11%) are members of families. LAHSA projects that on an annual basis approximately 96,169 residents in the Los Angeles area are homeless at some point over the course of the year.

The Los Angeles County Department of Mental Health (DMH) provided mental health services to over eighty-five hundred (8,500) impoverished clients with mental illness who are homeless in Fiscal Year 2009-10. Through its Temporary Shelter Program, DMH provides shelter beds for approximately one-hundred and seventy-six (176) individuals and families per night for a total of 64,240 shelter beds per year. This proposal focuses on reducing the number of homeless families, as defined by Housing and Urban Development (HUD), with an adult member living with mental illness in the City of Los Angeles by securing them permanent places of residence, providing supportive services, and thereby assisting them to live independently within the community. The qualifying member will be the head of household.

DMH BACKGROUND INFORMATION

In 1960, DMH, which had previously been a division of the County's Health Department,

became its own entity. In the fifty (50) years since its inception DMH continues to be the local government agency responsible for planning, providing, and administering the public Mental Health System of Care (SOC) within Los Angeles County, including the City of Los Angeles. With a budget of approximately $1.5 billion, and more than 151,000 unique clients, the DMH system is larger than most state mental health programs nationwide.

DMH directly operates seventy-five (75) countywide program sites and more than one hundred (100) co-located sites. DMH also contracts with approximately one thousand (1,000) other providers, including non-governmental agencies and individual practitioners. More than thirty-seven hundred (3,700) individuals are directly employed by DMH to provide mental health services countywide in various settings. The programs at DMH clinics include: Full Service Partnership (FSP); Field Capable Clinical Services (FCCS); Prevention and Early Intervention (PEI); Wellness Centers and Client-Run Centers; Psychiatric Mobile Response Team (PMRT); ACCESS, a central phone service linking clients to available services, ensuring a response 24/7; and various administrative offices. All of these programs are available to clients and the public during standard business hours Monday through Friday, from 8:00 a.m. to 6:00 p.m. In addition, FSP programs as well as PMRT and ACCESS services are available after standard business hours.

A diverse spectrum of mental health services is provided to all ages in a variety of settings including acute inpatient, residential, and outpatient as well as in the field. Services include outreach and engagement, assessment, crisis intervention, individual, group and family treatment, case management, vocational support, housing support and medication support. The majority of DMH clients have a diagnosis of severe mental illness and a significant percentage

have co-occurring substance abuse disorders. A significant number are also homeless or at risk of becoming homeless.

DMH HOUSING SERVICES

DMH's Countywide Housing, Employment and Education Resource Development (CHEERD) Division (formerly Homeless and Housing Division) was formed in 1986 to plan, develop, oversee, and manage the Department's housing services and programs for impoverished homeless individuals with mental illness and their families, as appropriate, in need of temporary and permanent affordable housing. CHEERD is integrally involved in community processes for planning, maintaining, and achieving objectives focused on ending homelessness and ensuring DMH's resources are utilized to help achieve these goals. CHEERD also provides ongoing training and support to staff that provides housing services to DMH clients, such as the Housing Specialists/Liaisons. Of special note is the annual Housing Institute which was co-sponsored by DMH and the Corporation for Supportive Housing (CSH) in 2010 and attended by over two hundred (200) people. It featured presentations by Housing Specialists/Liaisons, clients and housing partners including Community Development Commission, Corporation for Supportive Housing, Shelter Partnership, Step Up On Second, the John Stewart Company and other development sponsors.

The main funding for DMH housing services comes from Medi-Cal which includes local and Federal funds; County General Funds (CGF), which is from sales tax and vehicle license fees; Projects for Assistance in the Transition from Homelessness (PATH), which is Federal funding that comes to the County from the State; and Mental Health Services Act (MHSA) which is a 1% tax on those that make over $1 million per year. The funding for DMH's housing programs

managed by CHEERD have grown significantly over the years. With this funding the Department administers a wide variety of countywide housing programs for those who are homeless and impoverished including housing development, supportive services to those living in Permanent Supportive Housing, rental assistance which includes security deposits, eviction prevention and household goods, Federal Housing Subsidies and the Temporary Shelter Program. For the proposed project, DMH will provide the required supportive services and housing visits through DMH programs that are funded through an approximate mix of 54% MHSA, 24% CGF and 18% Medi-Cal.

Since 1996, CHEERD, through its Federal Housing Subsidies Unit (FHSU), has been granted seven hundred sixty-nine (769) Shelter Plus Care (SPC) certificates and over five hundred (500) Homeless Section 8 Housing Choice vouchers through the Section 8 Homeless Set-Aside Program administered by both HACLA and HACoLA. DMH developed the FHSU to manage these grants and to ensure that all housing applications submitted to the Housing Authorities are complete and of high quality. As a result, almost one hundred percent (100%) of DMH applications are approved by the Housing Authorities. DMH is also diligent to ensure the grants are quickly leased up. Due to DMH's rapid utilization of an allocated one hundred fifty (150) vouchers from HACLA in 2006, DMH was awarded an additional three hundred fifty (350) vouchers in 2008 for a total of five hundred (500). At that time, approximately fifteen (15) applications for Homeless Section 8 were submitted to FHSU on a weekly basis. Due to the overwhelming demand for Section 8 vouchers and the availability of resources, DMH was allowed the opportunity to submit more applications than the five hundred (500) and in three (3) years submitted over one thousand (1,000) applications. In early 2009, the Homeless Section 8 program's funds were exhausted, resulting in a suspension of further referrals to the program.

At the time of the suspension, DMH had approximately two hundred fifty (250) applicants who were on HACLA's waiting lists. Over the past year and a half, DMH has worked closely with HACLA to assist those on the waiting lists with obtaining a voucher if they were still eligible for the program. In 2010, DMH was awarded an additional fifteen (15) vouchers which are in the process of being leased up.

The Homeless Section 8 vouchers have been used by DMH to assist homeless families and individuals in finding and maintaining permanent housing through DMH's extensive network of directly-operated and contract clinics. In order to continue its efforts to end homelessness, DMH is requesting additional vouchers for the new contract period. As indicated by prior experience, DMH has the capacity, in terms of staff and the number of homeless clients, to utilize hundreds of vouchers in a short period of time. This can be accomplished by CHEERD/FHSU staff working closely with the Housing Specialists/Liaisons and Case Managers located in the directly operated clinics and contract agencies to advise them on Homeless Section 8 client eligibility and offer technical assistance on completing housing applications. Trained, experienced housing staff is in place for all phases of the proposed project, and are able to begin processing the new Homeless Section 8 applications immediately upon award and initiation of the contract. Additionally, FHSU has initiated and maintained a tracking system to ensure that all grant requirements are met including an efficient application process and careful monitoring of the services that are offered.

CERTIFICATION OF ORGANIZATIONAL CONFLICT AND ELIGIBILITY

DMH hereby declares there is no existing or pending condition such as bankruptcy, pending litigation, planned office closure, impending merger, or any other type of organizational conflict

of interest that would affect the agency's ability to enter into the proposed contractual agreement. Further, DMH has not been debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local agency.

CURRENT FEDERAL GRANTS WITH PUBLIC HOUSING AUTHORITIES AND PUBLIC AGENCIES

Public housing authorities and/or public agencies from which DMH has received funding for provision of mental health services for homeless families and individuals are listed below. Listed are liaisons for each grant and a chart listing the year awarded, grant number, and allocations for each HUD grant since 2001:

Projects for Assistance in Transition from Homelessness (PATH)

Ristyn Woolley
Grant Programs Management
California Department of Mental Health
1600 9th Street, Room 100
Sacramento, CA 95814
(916) 657-3487

PATH Block Grant Allocations

Year Awarded	Grant Number	Grant Amount	Amount Spent to Date
FY 2000-01	Fed. Cat. # 93.150	$ 885,024	$ 885,024
FY 2001-02	Fed. Cat. # 93.150	$1,200,000	$1,200,000
FY 2002-03	Fed. Cat. # 93.150	$1,484,000	$1,484,000
FY 2003-04	Fed. Cat. # 93.150	$2,046,731	$2,046,731
FY 2004-05	Fed. Cat. # 93.150	$1,850,087	$1,850,087
FY 2005-06	Fed. Cat. # 93.150	$1,961,001	$1,961,001
FY 2006-07	Fed. Cat. # 93.150	$1,948,874	$1,948,874
FY 2007-08	Fed. Cat. # 93.150	$1,948,874	$1,948,874
FY 2008-09	Fed. Cat. # 93.150	$1,903,755	$1,903,755
FY 2009-10	Fed. Cat. # 93.150	$2,048,866	$2,048,866
FY 2010-11	Fed. Cat. # 93.150	$2,182,285	New

Housing Authority of the City of Los Angeles (HACLA)

Carlos Van Natter, Assistant Director
Housing Authority of the City of Los Angeles (HACLA)
2600 Wilshire Blvd.
Los Angeles, CA 90057
(213) 252-6110

HACLA SPC TRA Grants

Year Awarded	Grant Number	Number of Units	Grant Amount	Amount Spent to Date
2010-2012	CA16C93-1044	43	$537,156	$2,010
Consolidated 2010-2011	CA0405C9D000802	215	$2,948,472	$703,516
2009-2014	CA0324C9D000800	99	$6,273,720	$4,077
2006-2011	CA16C40-0009	60	$3,420,720	$1,600,863

Housing Authority of the County of Los Angeles (HACoLA)

Maureen M. Fabricante, Supervisor
Special Needs Housing Unit
Housing Development and Preservation Division
Community Development Commission
2 Coral Circle
Monterey Park, CA 91755
(323) 890-7137

HACOLA S+C TRA Grants

Year Awarded	Grant Number	Number of units	Grant Amount	Amount Spent to Date
2010-2011	CA0785C9D000901	83	$2,449,392	$899,088
2004-2011	CA16C300001	20	$1,236,060	$1,045,794
2005-2011	CA16C400001	45	$2,556,900	$1,923,254
2006-2011	CA16C500001	111	$6,340,300	$3,029,920
2007-2012	CA16C600168	25	$1,595,640	$356,595
Consolidated 2010-2011	CA0365C9D000802	43	$ 652,836	$329,415
2009-2014	CA0323C9D000800	25	$1,667,520	$15,522

Some of the contracts had initial delays in approval and execution of the contracts. Once the contracts were executed, DMH has not experienced any delays in implementing the above

contracts, nor have there been any unresolved HUD monitoring findings or outstanding audit findings.

FINANCIAL STABILITY OF AGENCY

As a government entity, DMH is exempt from providing financial audit information for this RPF.

STAFFING AND ORGANIZATION

Staffing for DMH's proposed Section 8 Homeless Project is comprised of an interdisciplinary team in the FHSU. Resumes for all FHSU staff and an Organizational Chart for CHEERD are provided as "Appendix Two" to this proposal. FHSU consists of a manager who will function as Project Manager and several key staff who administers, coordinates, and implements housing activities. Their functional titles, names, qualifications, and duties are listed as follows:

Project Manager: Kathleen McQuade, M.N., R.N.

Qualifications:

Master's Degree in Nursing with over thirty (30) years' experience in mental health, substance abuse, housing resources, as well as extensive knowledge of DMH policies and procedures, contracts, financial reports and data collection practices.

Duties:

Manages and oversees the FHSU; provides day-to-day supervision and oversight, planning, assignment, and evaluation of the work of six (6) full-time staff; facilitates monthly Housing Liaison meetings; oversees the development of FHSU reporting procedures including the utilization of MHSA, Medi-Cal, CGF and PATH dollars for adults (one-time and ongoing) to ensure that statistical data concerning the programs is reported accurately and in a timely

manner; oversees the preparation of annual and quarterly reports for Housing Authorities; reviews and monitors budgets for housing contracts; formulates policies and procedures governing housing resource utilization and the fulfillment of contractual obligations; investigates concerns and complaints by clients, employees, Housing Authorities, and members of the public; collaborates with Patients' Rights Division and reports findings to the District Chief, Deputy Director, Department Head and Board of Supervisors; serves as the Authorities' primary contact person.

Quality Assurance Analyst for FHSU contracts: Anu Sahni, B. A.

Qualifications:

Bachelor of Arts Degree in Sociology; has over ten (10) years experience working with clients in the DMH system on a clinical and administrative level; bilingual Spanish speaker.

Duties:

Responsible for quality assurance and contract compliance for FHSU's grants; audits for compliance with housing contracts; coordinates activities with DMH directly-operated and contract agencies' Housing Specialists/Liaisons; provides consultation, technical assistance and training to Housing Specialists/Liaisons; completes quarterly and Annual Progress Reports (APR) for SPC for Housing Authorities and monthly reports for Homeless Section 8 for HACLA; recommends guidelines and reporting procedures to ensure proper data collection; responds to Requests for Proposal (RFPs); ensures accountability for compliance and the accomplishment of contract goals; investigates and resolves issues on behalf of clients, employees, Housing Authorities, and the general public; provides advocacy and functions as liaison between DMH clients and Housing Authorities, as needed.

Housing Coordinator for FHSU Contracts: Lida Malke, M.A.

Qualifications:

Master of Arts Degree in Social Relations with over fifteen (15) years working with mental health clients within the DMH system on a clinical and administrative level; trilingual Farsi and Polish speaker.

Duties:

Coordinates activities with DMH directly-operated clinics and contract agencies to ensure correct completion of housing applications; reviews, requests corrections as needed and submits housing applications for HACoLA; provides training, technical assistance and consultation to directly-operated DMH clinics and contract agencies regarding policies and procedures as they relate to housing programs; develops and provides written materials to support training activities; provides materials to mental health clients about rights and procedures as they relate to housing resources and programs; assists in the development of guidelines and reporting procedures to ensure that information is reported to management in a timely manner; collaborates with providers from both County and City Housing Authorities in the resolution of housing problems; supports the coordination and implementation of housing services; investigates and resolves issues on behalf of clients, employees, Housing Authorities, and the general public; provides advocacy and functions as liaison between DMH clients and Housing Authorities, as needed.

Housing Coordinator for FHSU Contracts: Mira Kim, L.C.S.W.

Qualifications:

Master of Social Work Degree and Licensed Clinical Social Worker with over six (6) years experience working with youth involved with the Department of Family and Children

Services and an additional six (6) years' experience working with clients in the DMH system on a clinical and administrative level; bilingual Korean speaker.

Duties:

Reviews and coordinates with Housing Specialists/Liaisons and Case Managers to ensure new applications for Homeless Section 8 and SPC are correct and complete before submission to HACLA; evaluates eligibility of potential applicants for Homeless Section 8 and the SPC program; provides follow-up with HACLA, Housing Specialists/Liaisons and Case Managers regarding applications and related issues; maintains tracking system for HACLA housing process; supplies data for quarterly and annual progress reports; provides training, consultation and technical assistance for staff; investigates and resolves issues on behalf of clients, employees, Housing Authorities, and the general public; provides advocacy and functions as liaison between DMH clients and Housing Authorities, as needed.

Head Clerk: Portia Marshall

Qualifications:

Experienced in providing administrative support to various divisions within the DMH system; has eleven (11) years in the mental health field.

Duties:

Assists Project Manager in development and implementation of policies and procedures for the housing application process; develops tools to track and monitor client services; participates and makes recommendations regarding the efficient processing of housing applications; coordinates, catalogues and archives files; reviews and requests information for housing applications; manages filing system for HACLA Section 8 and SPC applications;

maintains log of all City SPC and Homeless Section 8 applications; schedules housing trainings; logs incoming applications; provides general administrative support for the unit.

Senior Community Worker: Martha Ortiz

Qualifications:

Trained mental health consumer advocate with experience in job coaching; has worked ten (10) years in mental health systems; worked for two (2) years in the Supportive Housing Initiative Act (SHIA) Program; bilingual Spanish speaker.

Duties:

Assists with collection of data and quarterly reports for annual progress reports for HACoLA; reviews and tracks quarterly report reminders to agencies; aids in submission of complete client applications to HACoLA; manages filing system for HACoLA files; processes forms, coordinates, catalogues and archives files, prepares folders and charts for new and withdrawn applications; provides administrative support and works on special assignments as needed.

Senior Secretary: Alicia Renteria

Qualifications:

Experienced in providing administrative support to various divisions within the DMH, Adult Protective Services, and Probation systems; has four (4) years of experience in the mental health field and seven (7) years in other similar fields; bilingual Spanish speaker.

Duties:

Assists Program Manager in daily operation of unit. Assists with collection of data and quarterly reports for annual progress reports for HACLA; tracks, reviews, sends out quarterly

report reminders to agencies; provides administrative support and works on special assignments as needed.

All FHSU staff is located at:

County of Los Angeles Department of Mental Health
CHEERD Administrative Office
695 South Vermont Ave, 10th Floor
Los Angeles, California 90005

Appropriate DMH staff will attend all Authority meetings and training sessions as required by the program. Additionally, DMH will immediately notify the Housing Authority in writing regarding changes in key personnel for the Homeless Section 8 Program.

WORK PLAN

DMH will comply with the Contractor Responsibilities noted in the Scope of Work section of Exhibit A of the proposal handbook by the following methods:

Obtaining Housing

DMH homeless clients who qualify for the Homeless Section 8 voucher program will be identified by DMH directly-operated or contracted staff in order to apply for and obtain housing. The Housing Specialist/Liaison or Case Manager will describe the Homeless Section 8 program to eligible families. In addition, if necessary, DMH will provide its own language interpreter to eligible families. In preparation for the Homeless Section 8 vouchers, DMH's FHSU already has a list of eligible families who are homeless according to HUD's regulations but who do not meet the eligibility criteria for DMH's SPC grants. Families will immediately receive assistance with

applying for Homeless Section 8 from a trained Housing Specialist/Liaison or Case Manager within their program or Service Area which includes completing intake and verification forms. These housing applications can be obtained only from FHSU. Service providers will assist clients in completing applications and submit them to FHSU staff, which in turn will review applications and ensure they are complete before forwarding them to HACLA. The Housing Authority will review and approve applications that meet eligibility requirements. Once a housing voucher has been issued by HACLA, the Housing Specialist/Liaison or Case Manager will assist the family in finding safe, affordable, permanent housing. During the interim, applicants may be referred to available shelters or short-term transitional housing programs for the homeless, funded through PATH, MHSA Client Supportive Services Funds and/or CGF. The FHSU acts as an intermediary between HACLA and service providers and is responsible for the contractual agreement between DMH and the Housing Authority.

After HACLA issues a voucher to the Homeless Section 8 applicant, the DMH Housing Specialist/Liaison or Case Manager will assist the family with locating suitable housing units in accordance with their needs. They will help access housing through housing websites such as housing.lacounty.gov, vacancy lists in their area, and through the network of relationships already developed with local landlords and property owners. The Housing Specialist/Liaison or Case Manager will describe the Homeless Section 8 program to landlords and property owners. Providers will assist participants to prepare for interviews with landlords; accompany participants to visit prospective rentals and help negotiate with landlords; act as an advocate and negotiator for families with poor credit or housing histories while establishing a professional relationship with property owners and managers; assist in completing lease agreements; and, assist participants with completion of applications for security deposit assistance. They will also

assist families with clearing up credit records or arranging for representative payee services, if needed. Financial assistance, administered by CHEERD, is available for security deposits, eviction prevention and household goods. Housing Specialists/Liaisons and Case Managers can also assist with donations of appliances, furniture and household furnishings, as well as emergency food, clothing and personal care items, from a number of other sources.

Lease-up Timeline and Plan

Timeframe	Percentage of Units Leased
Within 3 months	50%
Within 6 months	90-100%

DMH's priority population for this project will be impoverished families with at least one (1) member who is diagnosed with a severe mental illness who meet the eligibility criteria for the Homeless Section 8 program. In Fiscal Year 2009-10, DMH provided shelter services to approximately five hundred twenty-six (526) clients, including sixty-one (61) families, through its Temporary Shelter Program. During this period, the average number of families served per month was seventeen (17); the average number of children per family was two (2); the average number of children in shelters per month was twenty-nine (29); and the average length of stay for families in a shelter was eighty-one (81) days. Although the project will serve all homeless families, priority will be given to chronically homeless families. DMH has demonstrated the capacity to serve this population, as illustrated by DMH's past use of two hundred (200) Homeless Section 8 vouchers from HACLA to serve homeless CalWORKs families. There is a significant demand and need for these resources for families especially those served through the CalWORKs program as they often do not meet the SPC service match requirements. For

example, during 2010, CHEERD received requests to assist fifty-five (55) homeless families who did not meet the SPC criteria but would have been eligible for Homeless Section 8.

As part of its outreach and engagement efforts, DMH works closely with shelters that serve impoverished homeless families and participates in the Homeless CalWORKs Family Project (HCFP). HCFP is a Board-mandated program to provide housing resources and comprehensive services to homeless families. The HCFP is a collaboration between the Department of Public Social Services (DPSS), DMH, the Department of Health Services (DHS) and LAHSA. The project has six (6) sites throughout the county, three (3) of which are in the City of Los Angeles jurisdiction. Since its inception in 2002, HCFP has served approximately three thousand (3,000) families. Roughly four hundred (400) of these families have accessed Section 8 housing through their participation in the HCFP.

For this project, through its network of directly-operated clinics and contract providers as well as DMH's Emergency Outreach Bureau (EOB) and the Integrated Mobile Health Team (IMHT), which is projected to be implemented in the next 6 months. DMH will provide outreach and engagement services wherever homeless families are found, including on the streets; in parks; through psychiatric emergency response contacts; and in shelters, acute care hospitals, jails and outpatient Mental Health Centers (MHC) within the Los Angeles City jurisdiction. Through its programs countywide, DMH already provides services to many impoverished homeless families. As already mentioned, DMH participates in the HCFP and homeless families are a target population in many of the MHSA funded programs. These families will be prioritized for housing placement. Following successful outreach, families will either continue working with the program conducting the outreach or will be linked with other outpatient DMH directly-

operated or contract agency within the Los Angeles City jurisdiction. In addition, DMH will accept referrals of eligible families from the Authority's Section 8 Housing Choice Voucher and Project Based Voucher (PVB) program waiting lists and provide those families with case management services for at least one year as required under the program. These families must have at least one member who meets DMH criteria and is willing to become enrolled with DMH. DMH is also willing to refer families to the PVB program wait list and provide those families with case management services for at least one year as required under the program.

Within each of its eight (8) Service Areas, DMH has created System Navigator Teams to better assist families in accessing mental health care, housing, and other services. Each team has Housing Specialists/Liaisons who provide assistance to homeless and chronically homeless families to obtain housing. The Housing Specialists/Liaisons assist families to complete housing applications, find permanent housing units, and provide support to help families retain housing. FHSU will work closely with the Housing Specialists/Liaisons to provide training and technical assistance and to ensure utilization of all vouchers issued by HACLA in a timely manner.

In addition, FHSU has developed data reporting systems to meet all Homeless Section 8 grant requirements. For example, FHSU developed a quarterly Client Progress Report for Case Managers to track clients' housing status and their level of supportive services. This system ensures that service requirements are met and termination of services and changes in housing status are immediately reported to HACLA as appropriate. If permitted, DMH will submit new Homeless Section 8 applications so that any vacated vouchers can be utilized. DMH will also submit a monthly Homeless Section 8 Status Report to HACLA of the number of applications submitted. In addition, DMH will maintain a list of referrals to the Authority by date as well as

comply with requests from the Authority, HUD, and/or the Office of the Inspector General (OIG) to provide any written documentation/reports and make those records available as needed for any monitoring audits that may be required to ensure program compliance. DMH will permit on-site monitoring audits on at least an annual basis to ensure program compliance.

Maintaining Permanent Housing

Once rental units are leased, Housing Specialists/Liaisons and Case Managers will assist families with money management and preparation of household budgets. Counseling will be provided to families for housekeeping, independent living skills and tenant obligations to the Section 8 landlord and the Authority. They will mentor families in the use of domestic appliances, including stoves, vacuum cleaners, smoke alarms, fire extinguishers and emergency exits. Families will also be helped to familiarize themselves with the neighborhood, bus lines, shopping and other amenities. Housing Specialists/Liaisons and Case Managers will also assist with averting possible evictions by promptly addressing any concerns from property owners, managers and families that may arise; ensuring that agreed upon services are provided; assisting with housing retention efforts; and facilitating communication among all involved parties.

Families with household members with physical disabilities, such as HIV/AIDS-related health issues, mobility issues, or frail, elderly persons, will be helped to locate ADA-accessible units, or obtain adaptive improvements, such as ramps, shower bars, and lifeline services. In some cases, staff may assist in arranging in-home nursing or domestic help. All families will have access to the Legal Aid Foundation of Los Angeles and other groups for tenant advocacy, and are encouraged to utilize them, if necessary.

Supportive Services

The type, frequency, and duration of supportive services provided to Homeless Section 8 participants will be based on a comprehensive, individualized needs assessment and care plan developed between clients and their mental health case managers. This assessment will address the full range of clients' services, including mental health, medical, financial, housing, social, educational and vocational needs, adhering to the principles of client wellness and recovery. Based on this assessment, Case Managers will assist in development of a Client Care Coordination Plan (CCCP) that identifies service objectives, and the activities and timeframes for achieving them. Assessment and care planning will also involve screening the needs of individuals living with HIV/AIDS to ensure they are provided adequate medication support and linkage to HIV prevention and treatment services. Any history of substance use will be addressed and resources to support them with recovery goals will be identified. The care plans will take into account individual preferences, strengths, life goals, and cultural and linguistic needs.

Following completion of the CCCP, Case Managers will ensure integrated service delivery by coordinating care and advocating for their clients. Service needs will be reviewed and modified regularly with full client participation. Advocacy for treatment and protection of vulnerable persons will be available through the DMH Patient Rights' Office.

Specific Homeless Section 8 service components will include:

Mental Health Services

Clinic-based and field-based interdisciplinary treatment teams, comprised of Psychiatrists, Psychologists, Nurses, Social Workers, Mental Health Therapists, Housing Specialists/Liaisons and Case Managers, will provide integrated, recovery-focused mental health services to assist

impoverished homeless and chronically homeless families to successfully reintegrate into the community. Services will include ongoing evaluation and assessment; medication management; therapy; substance abuse education and counseling; HIV/AIDS prevention education and treatment; support groups, and care coordination.

Care Coordination

All clients will have a designated Case Manager who will have primary responsibility for coordinating the delivery of integrated mental health and recovery services, as well as for monitoring the clients' progress and well being. FHSU's designated staff will liaise with Housing Specialists/Liaisons and Case Managers in DMH clinics and agencies to ensure that children are enrolled in appropriate services within the community. All participants of the Homeless Section 8 program will be visited in their apartments on a quarterly basis. Records of these visits will be retained in case management service files and made available to HACLA upon request. DMH will provide case management services on a monthly basis for at least one (1) year after lease-up and until the client no longer requires these services. DMH has demonstrated experience meeting these service requirements during the required first year after lease up and beyond. For example, in 2010, 74% of clients continued to receive supportive services after one year in the Homeless Section 8 program.

Care coordination services will include assistance developing community support systems to address mental health, substance abuse, medical (including screening and interventions particular to HIV/AIDS and other sexually transmitted diseases), dental, preventive health, rehabilitation, education, employment, transportation, and other needs. Family support services will be provided as needed and requested by the client. Care coordination will also include an

assessment of any minor children's educational status and Case Managers will liaise with the school districts to maintain children in the most appropriate settings. DMH Case Managers will provide advocacy and work closely with school districts to ensure that homeless children are not being stigmatized or treated unfairly. DMH Case Managers will coordinate with the local school districts to provide transportation for children to their school of choice. Case Managers will be responsible for assessing barriers to enrollment in school and for formulating plans and coordinating resources to eliminate the barriers.

Safety and Well-Being

Family safety and well-being is always of paramount concern, and will be ensured in a number of ways. Families will reside in areas where they feel safe and comfortable and DMH will be available for 24-hour crisis response services. Case Managers will monitor the welfare of clients on an ongoing basis, and respond to any significant or potential problems that threaten their well being or housing before problems escalate into crises.

Participant Self-Sufficiency

The proposed program will enable participants to afford permanent housing, provided in conjunction with integrated treatment and the supportive services necessary to maintain stable functioning and reduce repeated homelessness. Participants in the Homeless Section 8 program will also have access to specialized programs designed to enhance their incomes and/or maximize their ability to live independently including one-to-one mentoring about independent living skills in clients' home settings as well as employment and education services. DMH offers employment and education services in its outpatient clinics and wellness centers. Resources available to families include but are not limited to: vocational assessment; a client-run job club;

job development, placement and retention services; and support groups that address goal-setting, self-esteem development, and money management. To assist clients with obtaining skills needed to enter the competitive workforce, DMH has developed partnerships with community colleges, adult education schools, and regional occupational programs to provide training and educational opportunities for clients. These extensive supportive services will facilitate each client's ability to maintain long-term housing.

Additional skills training and employment services are offered through DMH's Cooperative Agreement with the State Department of Rehabilitation. Services consist of job development and placement, as well as ongoing job coaching and other support services for participants who become employed, to help them maintain their jobs.

Wellness Centers and Client-Run Centers are two other programs that provide supportive services for adult clients at stages of recovery that require less professional care. These programs provide peer support services geared toward community reintegration and an eventual exit from the formal mental health system. A total of forty-nine (49) Wellness Centers and twelve (12) Client Run Centers are currently operating throughout Los Angeles County with at least two (2) Wellness Centers in each Service Area. Each center provides recovery-oriented, client-focused services to transition clients who no longer need intensive services or traditional outpatient services into services that focus more on employment and education services; peer support groups and other services; and client assistance in accessing services in the community.

ASSISTANCE FROM THE HOUSING AUTHORITY

DMH will require the following from the Housing Authority:

- Notification when applications are approved
- Monthly voucher issuance list
- Monthly lease-up list
- Verification of data that DMH submits in its monthly reports to the Authority

HMIS

DMH is meeting on January 20, 2011 with LAHSA to better understand HUD Homeless Management Information Systems (HMIS) implementation and reporting requirements and to develop an implementation plan. DMH is willing and able to collaborate with LAHSA to comply with any HMIS requirements.

CONCLUSION

The efforts of FHSU are one of the many ways DMH works to decrease homelessness and chronic homelessness by assisting impoverished families to obtain and maintain permanent housing. In partnership with HACLA and other community agencies, DMH intends to significantly reduce homelessness, provide much-needed services, and support families in their journey towards recovery and self-sufficiency.

EXHIBITS

A	**Scope of Work**
B	**Schedule of Fees**
C	**Schedule of Fees for Additional Work**
D	**Insurance Requirements**
E	**Contractor's Certificates of Insurance**
F	**Contractor's Proposal**

EXHIBIT A
SECTION 8 HOMELESS PROGRAM

A. INTRODUCTION:

The objective of the Section 8 Homeless Program ("Program") is to provide affordable, permanent housing for homeless individuals and families by providing rental subsidies and supportive services through the collaborative effort of the Authority and local service providers. The supportive services will enable the homeless families to stabilize their living conditions and remain successfully housed in the long term. The Authority provides no funding for supportive services or administrative costs under this Contract.

The Authority is administering the Program using the current existing allocations of Vouchers made available through turnover. As the number of Vouchers is dependent upon federal funding, the number of Vouchers available to the Homeless Program is not fixed. Accordingly, the Authority may, at any time, raise or lower the number of available Vouchers. The Authority also reserves the right to incentivize housing opportunities in lower poverty census tracts.

This program has successfully aided homeless persons in their efforts to re-enter permanent housing and mainstream living since its inception in 1991, with the cooperative effort of local service providers.

B. DEFINITION OF TERMS:

1. **Very Low-Income:** Annual income not in excess of fifty percent (50%) of the median income for the area, as determined by the U.S. Department of Housing and Urban Development (HUD).

2. **Extremely Low-Income:** Annual income not in excess of thirty percent (30%) of the median income for the area, as determined by HUD.

3. **Eligible Family:** A very low or extremely low-income family or individual who meets the federal definition of homeless as specified below in #4; and/or #5; and/or #6; and/or #7.

4. **Homeless:** To be homeless, a family or individual shall be:

   a) A family or individual who lacks a fixed, regular, and adequate nighttime residence; and

   b) A family or individual who has a primary nighttime residence that is:

      (1) 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); or

      (2) An institution that provides a temporary residence for persons intended to be institutionalized; or

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

5. **Victims of Domestic Violence:** Individuals who are homeless due to domestic violence.

6. **Youth:**

a) Youths who age out of the foster care system without housing options.

b) Emancipated Minors without housing options.

7. **Individuals who were previously housed, but due to an illness have been hospitalized, and experience the subsequent loss of their housing.**

8. **Participant Family:** An individual or family, referred by an agency, which has been admitted to the Section 8 Program and is currently assisted in the program. The family becomes a Participant on the effective date of the first day of initial lease term.

C. CONTRACTOR RESPONSIBILITIES:

1. Conduct outreach to identify eligible families to refer for the Program.

2. At the time of initial admission into the Program, one hundred percent (100%) of the applicants must be Eligible Families.

3. Accept referrals of Eligible Families from the Authority's Section 8 Housing Choice Voucher and Project Based Voucher ("PBV") Program Waiting lists and provide those families case management services for at least one (1) year as required under the Program.

4. Agencies may be required to submit referrals for the PBV Program Waitlist and provide those families case management services for at least one (1) year as required under the Program.

5. Assist families to accurately complete intake and verification forms provided and/or approved by the Authority.

6. Maintain a list of referrals submitted to the Authority for the Program by date and make those records available to the Authority, HUD and/or Office of Inspector General (OIG) for any monitoring audits that may be required to ensure program compliance.

7. Assist Eligible Families in housing search efforts by providing services such as compiling and distributing provider generated property listings, conducting landlord/owner outreach, accessing resources available within the community and accompanying Eligible families when they view potential rental units.

8. Accurately describe the Section 8 Program to Eligible Families and property owners. If necessary, Contractor shall provide its own language interpreter to eligible families.

9. Require attendance of appropriate staff at Authority meetings or training sessions.

10. Practice ethical behavior in performing under this Contract. 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 the services to be provided under the Contract with the participants. For the duration of the 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 may arise.

11. Immediately notify the Authority in writing of changes in key personnel for the Homeless Program.

12. Conduct a thorough needs assessment to determine supportive services needed or referrals to be provided to each participant family, which will enable them to be successful in transitioning to and maintaining permanent housing. Provide all participant families with case management services that include, but are not limited to, assistance with all Authority paperwork and inspections, counseling on housekeeping, money management, independent living skills and tenant obligations to the Section 8 landlord and the Authority, and assistance resolving tenant/landlord/Authority problems. Make appropriate referrals for other identified physical, mental or personal issues.

13. Continue case management services for at least one (1) year after execution of the Section 8 contract, which includes at least monthly contacts and at least quarterly visits with participant families in their units. Maintain records in contractor files of all supportive services provided to participant families within the required period, and make them available to the Authority upon request. The Contractor may continue to provide other long-term follow-up services at its own expense after the initial one (1) year period. Desired services would include annual contact with the participant, before each annual review, to ensure continued stable housing, and other supportive services deemed necessary. Preference will be given to agencies able to provide supportive services for longer than a year.

14. Submit a report at least quarterly to the Authority regarding supportive services provided. This report would be due by the fifth day of the month after the end of the period. The Authority, upon request, may require report(s) from Contractor on referrals.

15. Contractor shall comply with any and all requests from the Authority, HUD and/or the OIG to provide any written documentation/reports in addition to the quarterly reports for any monitoring audits that may be required to ensure program compliance. The turnaround period may vary depending on the nature of the request.

16. Permit on-sight monitoring audits to ensure program compliance on at least an annual basis.

17. Contractors must be willing and able to comply with HUD Homeless Management Information Systems ("HMIS") implementation and reporting requirements.

D. AUTHORITY RESPONSIBILITIES:

The Authority shall:

1. Provide all forms and documents necessary for processing referrals.

2. The Authority will process all referrals in accordance with HUD guidelines and the Authority Section 8 Administrative Plan.

3. Retain the sole authority to determine eligibility for Section 8 of all referrals submitted by the Contractor.

4. Provide training for Contractor staff and notification to Contractor staff of any changes in regulations, policy, rules or key Authority personnel for the Homeless Program.

5. Upon 30 days prior written notice, at any time, increase or decrease the maximum number of Eligible Families who may be referred to receive Section 8 rental assistance if, in the Authority's judgment, the goals of the Program would be better served by such a change.

6. Monitor the Contractor's performance by on-site audits at least annually, including review of documentation of all supportive services provided and other documentation to ensure program compliance.

7. Monitor the Contractor's performance in housing eligible families and in maintaining housing for participant families after one (1) full year in order to determine whether referral slots can be increased, contract renewals granted and participation in future targeted homeless program competitions allowed.

EXHIBIT B
SCHEDULE OF FEES

In accordance with Paragraph 2 of this Contract, the Housing Authority of the City of Los Angeles shall pay the Contractor for all work performed in accordance with the rates shown below, as evidenced by invoices and supporting documentation for all expenses incurred, in completion of the work tasks contemplated under this Contract. All rates shall remain fixed for the entire term of the Contract.

N/A

TOTAL NOT – TO- EXCEED CONTRACT AMOUNT OF $ 0

EXHIBIT C
SCHEDULE OF FEES FOR ADDITONAL WORK

In accordance with Paragraph 2 of this Contract, the Housing Authority of the City of Los Angeles shall pay the Contractor for all work performed in accordance with the rates shown below, as evidenced by invoices and supporting documentation for all expenses incurred, in completion of the work tasks contemplated under this Contract. All rates shall remain fixed for the entire term of the Contract.

The following labor rates shall apply to any additional work during the term of the Contract.

Professional Services	
Description	**Rate/Hour**
N/A	

EXHIBIT D
INSURANCE REQUIREMENTS

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

1. General Liability with limits of $1,000,000; coverage to include Crime & Fidelity, for fraud, forgery and dishonesty; the Authority as additional insured; (if not included, we need separate policy.)

2. Statutory Worker's Compensation as required by California Labor Code; no exclusion to Asbestos; the Authority as Certificate Holder; and

3. Automobile Liability Coverage with limits of $500,000, the Authority as additional insured.

B. Insurance Company Requirements:

i. Prior to the commencement of work, the Contractor shall furnish the Authority with insurance certificates, evidencing the above insurance coverage for Statutory Workers' Compensation and where indicated, Errors and Omissions for Professional Liability Insurance. The Authority shall be named as Certificate Holder onto Contractor's said policies. Furthermore, the Authority shall be named as additional insured (endorsements) on Contractor's General Liability and Comprehensive Automobile Insurance policies. The certificates and/or endorsements shall additionally provide that "Contractor's policy is primary and non-contributory over any insurance carried by the Authority" for "Contractor's negligent or wrongful act or omission, as per Paragraph 6 above, entitled 'Indemnification", and that the Policies will not be canceled or materially changed without thirty (30) days prior notice (ten [10] days prior notice for non-payment of premium) in a writing being given to the Authority. The Authority shall be named as Loss Payee for any required Fidelity or Crime Coverage only where warranted.

ii. For all of the policies listed in the above Subparagraph a, the insurance company(s) shall have an A.M. Best rating of "B+" or higher.

iii. The insurance company(s) shall also be licensed to underwrite in the State of California.

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

v. If requested by the Authority, the Broker and/or Insurance Company shall provide a certified complete copy of the insurance policy and all endorsements.

C. All evidence of insurance coverage required to be submitted in accordance with this Exhibit shall be delivered to the addressee for the Authority specified in Paragraph 28 of this Contract. The Authority shall make the final determination as to whether the documentation submitted by the Contractor conforms to the requirements

set forth in Exhibit D.

D. If any subcontractor(s) or independent contractor(s) is/are 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 Exhibit D.

EXHIBIT E
CONTRACTOR'S CERTIFICATES OF INSURANCE

EXHIBIT F
CONTRACTOR'S PROPOSAL

Certain confidential information may have been redacted.

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

This Agreement is made and entered into in duplicate original this 1st day of December 2012 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 services for very low or extremely low income, hard-to-serve homeless persons with disabilities (primarily those who are seriously mentally ill; have chronic substance abuse problems; or acquired immune deficiency syndrome (AIDS) or related diseases) and their families;

WHEREAS, the AUTHORITY was 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 (Program) in the County of Los Angeles pursuant to the provisions of Title IV of the Stewart B. McKinney Homeless Assistance Act;

WHEREAS, the AUTHORITY pursuant to Sections 18.1 and 18.4 of its Administrative Plan 2012, receives non-Housing Choice Voucher Program funding to administer special programs such as the Shelter Plus Care Program;

WHEREAS, the AUTHORITY was awarded Shelter Plus Care funding under the Shelter Plus Care Grant Agreement # CA0365C9D001104 between HUD and the AUTHORITY;

WHEREAS, the AUTHORITY in accordance with the Program will provide training to the CONTRACTOR, who shall be or work with a local service provider that has the training, experience and qualifications, to provide supportive services and facilitate the transition of homeless persons with disabilities and their families into a stable housing environment at least equal in value to the aggregate amount of rental assistance funded by HUD;

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; and

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

1. **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words and phrases used throughout this Agreement shall have the meanings defined by HUD and as set forth below.

a. **Chronically Homeless Person**: An unaccompanied homeless individual with a disabling condition or an adult member of a homeless family who has a disabling condition who has either been continuously homeless for 1 year or more, OR has had at least four episodes of homelessness in the past 3 years. A disabling condition is defined as: (1) a disability as defined in Section 223 of the Social Security Act; (2) a physical, mental, or emotional impairment which is expected to be of long-continued and indefinite duration, substantially impedes an individual's ability to live independently, and of such a nature that the disability could be improved by more suitable conditions; (3) a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act; (4) the disease of acquired immunodeficiency syndrome or any conditions arising from the etiological agent for acquired immune deficiency syndrome; or (5) a diagnosable substance abuse disorder. The term homeless in this case means a person sleeping in a place not meant for human habitation (e.g., living on the streets), in an emergency homeless shelter, or in a Safe Haven as defined by HUD.

b. **Eligible Persons**: Persons eligible for the Shelter Plus Care Program must be of low income, homeless AND have a disability.

c. **Disability**: A condition that is expected to be of long continued and indefinite duration; substantially impedes independent living; AND could be improved by more suitable housing – as fully defined in the *Certificate of Disability* form, provided by the AUTHORITY to the CONTRACTOR via the *SPC Handbook*.

d. **Homeless:**

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Has a primary nighttime residence that is a public or private place not meant for human habitation (i.e. bus or train stations, airports, or camping grounds, cars, abandoned buildings, parks, sidewalks, etc.).
- Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including emergency shelters, transitional housing, and hotels/motels paid for by charitable organizations or

federal/state/local government programs for low income individuals; for homeless persons who originally came from the streets.

- An individual who is exiting an institution where he/she resided 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

2. An individual or family who will imminently lose their primary nighttime residence within 14 days and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.

3. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition but who are defined as homeless under another Federal statute or section 725(2) of the McKinney-Vento Homeless Assistance Act; have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; have experienced persistent instability as measured by two moves or more during the preceding 60 days; and can be expected to continue in such status for an extended period of time due to special needs or barriers.

4. Any individual or family who is fleeing or attempting to flee from domestic violence, dating violence, sexual assault or stalking or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place in the person or family's primary nighttime residence or has made the person or family afraid to return to the primary nighttime residence; has no subsequent residence and lacks the resources and support networks needed to obtain housing.

2. SERVICES AND DUTIES

a. The CONTRACTOR shall provide the services described in this Section and as set forth in Attachment II of this Agreement.

b. The CONTRACTOR shall provide the following supportive services for one hundred and ninety-one (191) disabled homeless participants.

1. The CONTRACTOR is required to submit referrals until the allocation requirement is met.

2. The CONTRACTOR shall submit eligible referrals resulting in 50% of the total allocations within six (6) months of contract execution and 100% of the allocation within 12 months from execution of the Agreement.

3. The CONTRACTOR shall, 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 Program application packages, including required documentation; and submit applications of eligible individuals to the AUTHORITY for review and final approval resulting in one hundred and ninety-one (191) homeless participants with disabilities gaining and/or maintaining suitable housing.

4. The CONTRACTOR shall conduct an 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.

5. The CONTRACTOR shall provide supportive services or service referrals and ensure that clients receive appropriate services. Pursuant to this Agreement, appropriate supportive services include, but are not be limited to the following: physical and mental health assessments; assistance in obtaining permanent housing and/or housing relocation assistance; mental health counseling; employment and job training, money management, substance abuse treatment and counseling, health services, 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 supportive services to households of disabled homeless persons within the AUTHORITY'S jurisdiction which results in obtaining and maintaining stable subsidized housing in a residential neighborhood of the their choice.

6. The CONTRACTOR shall locate a care provider who can appropriately care for any individual with acquired immunodeficiency disease syndrome or a related disease who requires more intensive care that can be provided through this tenant based rental assistance Program, and refer the individual to the care provider.

7. The CONTRACTOR shall conduct quarterly Client Home Visits as of the date the client is placed in the assisted housing unit. The CONTRACTOR shall submit individual Client Progress Reports provided by the AUTHORITY to the CONTRACTOR via the *SPC Handbook.*

8. The CONTRACTOR shall reference the *SPC Handbook* provided by the AUTHORITY; in order to ensure compliance with Program regulations, policies, and timely submission of all required forms – as is necessary in order to successfully co-administer this Program.

9. The AUTHORITY shall provide the services set forth in Attachment III of this Agreement.

3. COMPENSATION

The CONTRACTOR agrees to provide the services described in this Agreement without any remuneration or compensation. The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed under this Agreement, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder.

4. TERM

The term of this Agreement shall commence as of the date and year first indicated above and shall terminate on or before November 30, 2013, unless sooner terminated or extended, in whole or in part, as provided herein. The AUTHORITY reserves the right to cancel this Agreement with or without cause upon 30 days' prior written notice to the 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 services;
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.

Any such modification or extension shall be effected by a written amendment executed by the CONTRACTOR and the AUTHORITY.

5. TERMINATION FOR IMPROPER CONSIDERATION

The AUTHORITY 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 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, the AUTHORITY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

The 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's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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 the CONTRACTOR.

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 by the AUTHORITY upon termination or upon the occurrence of any of the following events:

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 the 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 the AUTHORITY 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.

d. If, through any cause, the CONTRACTOR fails to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the CONTRACTOR violates 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 of such termination and specifying the effective date thereof, at least five (5) 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.

8. SUBCONTRACTING

The CONTRACTOR may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the AUTHORITY.
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.

In the event the CONTRACTOR subcontracts any portion of this Agreement, with or without the AUTHORITY's prior written consent, and with or without a formal written agreement, the CONTRACTOR shall ensure, and be liable for ensuring, that all of its subcontractors comply with all the terms and conditions stated herein. Nothing contained herein shall preclude the AUTHORITY from enforcing compliance by any subcontractor of the terms and conditions stated herein, either directly or through the CONTRACTOR, at the CONTRACTOR's sole expense.

9. EMPLOYEES OF CONTRACTOR

Workers' Compensation: the 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. The 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 the 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 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 a participant housing specialist to work with participants 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 quarterly to discuss the progress in their housing plans and to determine what adjustments are needed in order to achieve independent living and self-sufficiency.

12. INSURANCE

The 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

The CONTRACTOR shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of the AUTHORITY, at its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, the AUTHORITY's consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the AUTHORITY to any approved delegate or assignee on any claim under the Agreement shall be deductible, at the AUTHORITY's sole discretion, against the claims, which the CONTRACTOR may have against the AUTHORITY. However, the AUTHORITY reserves the right to assign this Agreement to another public agency without the consent of the CONTRACTOR.

Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale,

transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of the AUTHORITY in accordance with applicable provisions of this Agreement.

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

In the event the CONTRACTOR assigns any portion of this Agreement, with or without the AUTHORITY's prior written consent, and with or without a formal written agreement, the CONTRACTOR shall ensure, and be liable for ensuring, that all of its assignees comply with all the terms and conditions stated herein. Nothing contained herein shall preclude the AUTHORITY from enforcing compliance by any assignee of the terms and conditions stated herein, either directly or through the CONTRACTOR, at the CONTRACTOR's sole expense.

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: Georganne Colvin
Assisted Housing Division
12131 Telegraph Road
Santa Fe Springs, CA 90670

CONTRACTOR:
Los Angeles County Department of Mental Health
Marvin J. Southard, D.S.W., Director
Attn: Maria Castillo Marquez
695 S. Vermont Avenue, 10th Floor
Los Angeles, CA 90005

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 shall indemnify, defend, and hold harmless the Community Development Commission, AUTHORITY, County of Los Angeles, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as "Public Entities") from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees, legal costs, and expert witness fees) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the CONTRACTOR's acts, errors, or omissions arising from, pertaining to, or relating to this Agreement or the services to be provided by the CONTRACTOR hereunder, except to the extent caused by the sole negligence or willful misconduct of the Public Entities. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Agreement. The CONTRACTOR agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Public Entities, as applicable to each of them.

The AUTHORITY shall indemnify, defend, and hold harmless the CONTRACTOR and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees, legal costs, and expert witness fees) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the AUTHORITY's acts, errors, or omissions arising from, pertaining to, or relating to this Agreement or the services to be provided by the AUTHORITY hereunder, except to the extent caused by the sole negligence or willful misconduct of the CONTRACTOR or its officers, officials, representatives, employees or agents.

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. Client Progress Report
The CONTRACTOR shall submit individual Client Progress Reports to the AUTHORITY by the 15th of the month following the quarterly reporting period. The Client Progress Report will assist in documenting the case management and/or supportive services required in the section titled "Service and Duties". The *Client Progress Report* is provided by the AUTHORITY to the CONTRACTOR via the *SPC Handbook*.

b. Supportive Services Match Quarterly Tracking Form
The CONTRACTOR shall submit individual Supportive Services Match Quarterly Tracking Forms to the AUTHORITY by the 15th of the month following the quarterly reporting period. The form will assist in documenting the supportive services required in the section titled "Service and Duties", of this Agreement. The *Supportive Services Match Quarterly Tracking Form* is provided by the AUTHORITY to the CONTRACTOR via the *SPC Handbook*.

c. Annual Progress Report
The CONTRACTOR is obligated to complete the *Annual Progress Report* (APR). The CONTRACTOR must submit the APR to the AUTHORITY 30 days after the end of the operating year. The APR is subject to change due to HUD updates. For the purposes of the APR, the CONTRACTOR'S Operating Year commences April 1st and terminates March 31st.

19. MONITORING AND 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 the Agreement and for a five (5) year period thereafter. Monitoring site-visits will be conducted annually. Program "participant master files" must contain all documentation as it pertains to eligibility, supportive/case management services, referrals, and documentation of homelessness.

20. PARTICIPANT MASTER FILE

Under this Agreement, the CONTRACTOR is required to maintain a Participant Master File for each participant. The Participant Master File must contain the following:

a. Proper verification of homelessness, in accordance with the *Homeless Condition Certification* form, provided by the AUTHORITY via the SPC Handbook.
b. Intake form used to determine client's eligibility for the SPC Program.

c. Documentation of ongoing needs assessments conducted from time of client's placement in subsidized unit and throughout their participation in the Program.

d. Verification of disability, provided by a licensed professional.

e. Documentation of continued case management/supportive services provided to participants; as documented via *Client Progress Reports* as well as the *Supportive Services Quarterly Match tracking forms*, provided by the AUTHORITY via the SPC Handbook.

f. Tracking of matching funds for value of supportive services provided to participants documented via the *Supportive Services Tracking Report,* provided by the AUTHORITY via the SPC Handbook.

Failure on the part of the CONTRACTOR to maintain a complete Participant Master File for each participant may result in the AUTHORITY exercising its right to take corrective measures.

21. 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, except as required under the California Public Records Act, the Federal Freedom of Information Act, or other applicable law, or pursuant to court order.

22. APPROPRIATIONS

The United States of America, through 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.

23. 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.

24. AUTHORITY'S QUALITY ASSURANCE PLAN

The AUTHORITY 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 contract terms and performance standards. If the AUTHORITY determines that there are severe or continuing deficiencies in the CONTRACTOR's compliance with contract

terms and performance standards, the AUHTORITY may require corrective action measures to be implemented by the 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 on an annual basis to evaluate the performance of the CONTRACTOR. Based on the assessment of the performance review, as determined by the AUTHORITY in its sole discretion, "the AUTHORITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR pursuant to Section 6 "Termination for Convenience" or Section 7 "Termination for Cause."

25. 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.

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

The 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.

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

The CONTRACTOR acknowledges that the AUTHORITY has established a goal of ensuring that all individuals who benefit financially from the 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 the AUTHORITY'S Child Support Compliance Program and without limiting the CONTRACTOR'S duty under this Agreement to comply with all applicable provisions of the law, the 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 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).

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 27, "CONTRACTOR'S Warranty of Adherence to the Authority's Child Support Compliance Program" shall constitute a default by the CONTRACTOR under this Agreement. Without limiting the rights and remedies available to the AUTHORITY under any other provision of this Agreement, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the AUTHORITY may terminate this Agreement pursuant to Section 7, "Termination For Cause" and pursue debarment of the CONTRACTOR, pursuant to the AUTHORITY's Policy.

29. **POST MOST WANTED DELINQUENT PARENT LIST**

The CONTRACTOR acknowledges that the AUTHORITY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The CONTRACTOR understands that it is the 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 the CONTRACTOR'S place of business. The Los Angeles County Child Support Services Department (CSSD) will supply the CONTRACTOR with the poster to be used.

30. **COMPLIANCE WITH LAWS**

The CONTRACTOR agrees to be bound by any and all 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 compensation under this Agreement is in excess of $100,000 then the 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 shall obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

The CONTRACTOR shall also comply with the laws described in Sections 31-39, and 47-51, inclusive of this Agreement.

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

The 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.

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

The 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.

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

The 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.

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

The CONTRACTOR shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which 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 AUTHORITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the 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 AUTHORITY 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 AUTHORITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

35. 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 Title 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 on the Federal Lobbyist Requirements Certification form, attached hereto as 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.

36. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The 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.

37. USE OF RECYCLED-CONTENT PAPER PRODUCTS

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

38. 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, Community Development Commission (Commission), and County of Los Angeles (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 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 quality, fitness or capacity to perform a contract with the AUTHORITY, Commission, or County, any other public entity, a nonprofit corporation created by the 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 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 Contractor 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 AUTHORITY may, at 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 interest of the 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 grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. 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.

i. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and agencies.

39. COMPLIANCE WITH JURY SERVICE PROGRAM

a. Unless the CONTRACTOR has demonstrated to the AUTHORITY'S satisfaction either that the CONTRACTOR is not a "Contractor" as defined under the Jury Service Program or that the CONTRACTOR qualifies for an exception to the Jury Service Program, the 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 of the AUTHORITY'S contracts or subcontracts. "Employee" means any California resident who is a full time employee of the CONTRACTOR. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the AUTHORITY, or 2) the CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any subcontractor to perform services for the 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 the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the AUTHORITY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Program. In either event, the 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 the CONTRACTOR demonstrate to the AUTHORITY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

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

40. ACCESS AND RETENTION OF RECORDS

The 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 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 all pending matters are closed under this Agreement.

41. CONFLICT OF INTEREST

a. The CONTRACTOR represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor 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.

b. The CONTRACTOR must also ensure that to the best of its knowledge, no person served under this Agreement, is an officer, employee, or relative of an officer or employee of the AUTHORITY, the CONTRACTOR, or a local or federal government agency who formulates policy or influences decisions with respect to federally funded rental assistance programs or a public official or member of the local governing body or member of Congress. As such, the CONTRACTOR must ensure that each participant served under this Agreement certify via the *Certification of No Conflict of Interest* form (provided by the AUTHORITY to the CONTRACTOR via the *SPC Handbook*) that they are familiar with the No Conflict of Interest policy and that all persons and/or subcontractors acting on behalf of the CONTRACTOR will comply with this requirement.

42. 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.

43. 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.

44. **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.

45. **PATENT RIGHTS**

The AUTHORITY will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Agreement.

46. **COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR. All such documents become the property of the AUTHORITY and the AUTHORITY holds all the rights to said data.

47. **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 VIII of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

48. **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.

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" (SB1262, Chapter 919) increased Charitable Purposes

Act requirements. By requiring contractors to complete the "Charitable Contributions Certification" form, attached hereto as Attachment VI, 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 Agreement termination or debarment proceedings, or both.

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

The CONTRACTOR acknowledges that the AUTHORITY has established a goal of ensuring that all individuals and businesses that benefit financially from the AUTHORITY through Agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the Los Angeles County and its taxpayers. Unless the CONTRACTOR qualifies for an exemption or exclusion, the CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

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

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

The attached Los Angeles County Code, Chapter 2.206, Defaulted Property Tax Reduction Program and Certification of Compliance with the County's Defaulted Property Tax Reduction Program, are attached hereto as Attachments IX and X, respectively, and incorporated by reference into and made part of this Agreement.

52. AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition

and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

53. 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. California Charities Regulation Notice
VI. Charitable Giving Certification
VII. Earned Income Credit Notice
VIII. Safely Surrendered Baby Law Fact Sheets
IX. Los Angeles County Code, Chapter 2.206
X. Defaulted Property Tax Reduction Program Certificate of Compliance

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: 11/14/12
Sean Rogan
Executive Director

CONTRACTOR:

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

By _____ Date: 10.15.12
Marvin J. Southard, D.S.W.
Director

APPROVED AS TO PROGRAM:
HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

By _____ Date: 11/9/12
Margarita Lares, Director
Assisted Housing Division

APPROVED AS TO FORM:
John F. Krattli
County Counsel

BY _____ Date: 9-19-12
Edward Yen
Deputy County Counsel

HA -2012 consolidated

ATTACHMENT I – INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnifications provided in this Agreement, the CONTRACTOR shall procure and maintain, at the CONTRACTOR's sole expense for the duration of this Agreement unless otherwise set forth herein, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. The CONTRACTOR shall, concurrent with the execution of this Agreement, deliver to the AUTHORITY certificates of insurance with original endorsements evidencing the insurance coverage required by this Agreement. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Agreement, but no later than thirty (30) days following execution of this Agreement. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The AUTHORITY reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the AUTHORITY and may provide for such deductibles as may be acceptable to the AUTHORITY. Any self-insurance program and self-insured retention must be separately approved by the AUTHORITY. In the event such insurance does provide for deductibles or self-insurance, the CONTRACTOR agrees that it will defend, indemnify and hold harmless the AUTHORITY, Commission, County, and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the AUTHORITY be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. The CONTRACTOR shall give the AUTHORITY immediate notice of any insurance claim or loss which may be covered by insurance. The CONTRACTOR represents and warrants that the insurance coverage required herein will also be provided by any entities with which the CONTRACTOR contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH

The insurance policies set forth herein shall be primary insurance with respect to the AUTHORITY. The insurance policies shall contain a waiver of subrogation for the benefit of the AUTHORITY. Failure on the part of the CONTRACTOR, and/or any entities with which the CONTRACTOR contracts, to procure or maintain the insurance coverage required herein may, upon the AUTHORITY's sole discretion, constitute a material breach of this Agreement pursuant to which the AUTHORITY

ATTACHMENT I – INSURANCE REQUIREMENTS (CONTINUED)

may immediately terminate this Agreement and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the AUTHORITY, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the AUTHORITY shall be immediately repaid by the CONTRACTOR to the AUTHORITY upon demand including interest thereon at the default rate. In the event of such a breach, the AUTHORITY shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The CONTRACTOR's failure to assert or delay in asserting any claim shall not diminish or impair the AUTHORITY's rights against the CONTRACTOR or the insurance carrier.

When the CONTRACTOR is naming the AUTHORITY as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which the CONTRACTOR is contracting, is naming the Commission as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

The following insurance policies shall be maintained by the CONTRACTOR and any entity with which the CONTRACTOR contracts for the duration of this Agreement, unless otherwise set forth herein:

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	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

The Commission, AUTHORITY, County, and each of their elected and appointed officers, officials, representatives, employees, and agents, shall be named as additional insureds on such policy.

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.

ATTACHMENT I – INSURANCE REQUIREMENTS (CONTINUED)

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, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars ($1,000,000) for each occurrence (Two Million Dollars ($2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If the CONTRACTOR is not providing professional services, then it is the responsibility of the CONTRACTOR to obtain separate written approval from the AUTHORITY to eliminate this professional liability insurance requirement. The CONTRACTOR shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

The CONTRACTOR agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Agreement or in relation to the property, project, work, or services that is the subject of 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:	695 S. VERMONT AVENUE, 10TH FLOOR LOS ANGELES, CA 90005
CONTACT PERSON:	MARIA CASTILLO MARQUEZ
TARGET POPULATION:	HARD TO SERVE HOMELESS FAMILIES WITH AIDS OR HIV, MENTAL ILLNESS OR DUAL DIAGNOSIS OF MENTAL ILLNESS AND SUBSTANCE ABUSE
NUMBER OF FAMILIES SERVED:	ONE HUNDRED AND NINETY-ONE (191)
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 provide on-going supportive services for a period of time not less than the duration of this agreement.

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 582 Section 5, Definitions.

2. The CONTRACTOR must ensure that 10% of the served population meets the chronically homeless criteria and that it is adequately documented for the Annual Progress Report.

3. The persons to be served under this Agreement shall be hard-to-serve homeless Families with disabilities, as defined by the Shelter Plus Care

ATTACHMENT II (CONTINUED)

Program Regulations at 24 CFR Part 582.5. Homelessness must be adequately documented by third party verification. Hard-to-serve homeless Families 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). The Program provides rental assistance for permanent housing for homeless persons with disabilities.

4. The target population of the persons to be served under this Agreement shall be individuals and families with members who are disabled including the seriously mentally ill.

5. 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.

6. 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.

7. 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 40, ACCESS AND RETENTION OF RECORDS, of the Agreement.

ATTACHMENT III

HOUSING AUTHORITY COUNTY OF LOS ANGELES
SHELTER PLUS CARE PROGRAM

SERVICES TO BE PERFORMED BY THE AUTHORITY

A. The AUTHORITY will provide the following:

1. The appropriate rental assistance services detailed in 24 CFR, Part 582 Subpart B for eligible participants.

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

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

4. A staff liaison to facilitate application and eligibility procedures.

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

SERVICES AND DUTIES OF CONTRACTOR

A. One hundred and ninety-one (191) 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 assisted to remain in qualified housing. The 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. The CONTRACTOR agrees to provide appropriate services such as intake and needs assessments, case management services, and supportive services; which may include, but are not limited to: recovery planning; substance abuse treatment (including 3 to 10 detoxification sessions), 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

ATTACHMENT III (CONTINUED)

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. The CONTRACTOR agrees to submit to the AUTHORITY pre-applications from persons eligible to be served in a Shelter Plus Care funded project.

E. The 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. The 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 than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

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 than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT V

BACKGROUND AND RESOURCES:
CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over $2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, **http://caag.state.ca.us/**, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: **http://caag.state.ca.us/charities/statutes.htm**.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management,* 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 **http://www.cnmsocal.org/**, and statewide, the *California Association of Nonprofits,* **http://www.canonprofits.org/**. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

ATTACHMENT VI

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 comply with them in a timely manner 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 or 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)

ATTACHMENT VII

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than $48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

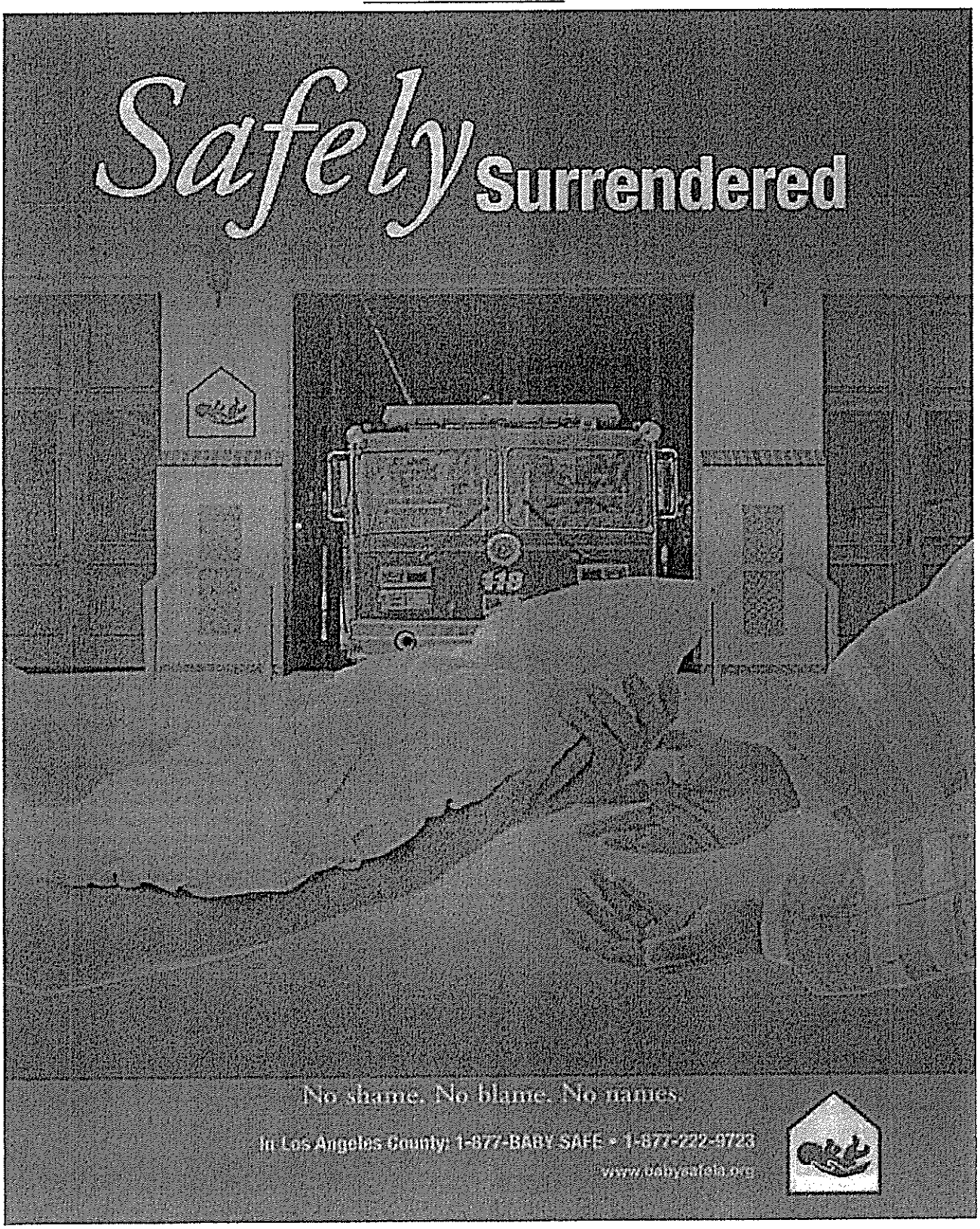
Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of $829, he or she must file a 2009 tax return to get the $829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2009)
Cat. No. 20599I

ATTACHMENT VIII



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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered 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 surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

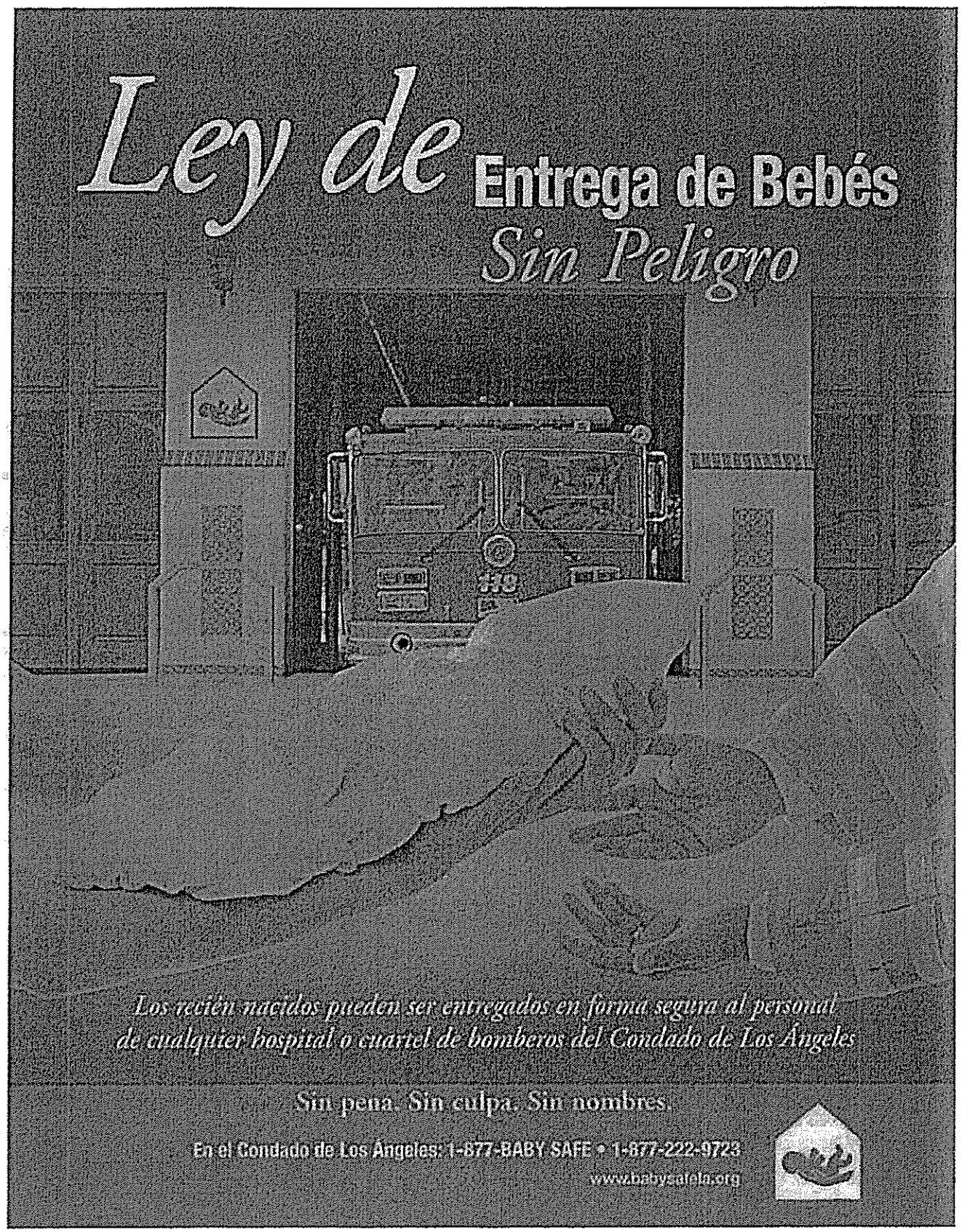
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby, that would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres lo hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, puedan entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Ángeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

ATTACHMENT IX

COUNTY OF LOS ANGELES
DEFAULTED PROPERTY TAX REDUCTION PROGRAM
(Los Angeles County Code 2.206)

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.
This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.
All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
    1. Chief Executive Office delegated authority agreements under $50,000;
    2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
    3. A purchase made through a state or federal contract;
    4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
    5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.

6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
   1. Recommend to the Board of Supervisors the termination of the contract; and/or,
   2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
   3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

ATTACHMENT X

DEFAULTED PROPERTY TAX REDUCTION PROGRAM CERTIFICATION OF COMPLIANCE

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For:	Services:	

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

  To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

  The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:

  - ☐ Mandated by federal or state law or a condition of federal or state program;
  - ☐ The purchase is made through a state or federal contract;
  - ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
  - ☐ Sole source provider with exclusive and proprietary rights to services or goods;
  - ☐ Emergency services provider for services or goods;
  - ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
  - ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

ATTACHMENT X

DEFAULTED PROPERTY TAX REDUCTION PROGRAM CERTIFICATION OF COMPLIANCE

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For:	Services:	

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

  To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

  The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:

  - ☐ Mandated by federal or state law or a condition of federal or state program;
  - ☐ The purchase is made through a state or federal contract;
  - ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
  - ☐ Sole source provider with exclusive and proprietary rights to services or goods;
  - ☐ Emergency services provider for services or goods;
  - ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
  - ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date: