



DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

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Chief Deputy Director
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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

April 30, 2019

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

55 April 30, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO RENEW EXISTING 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 2019-20 THROUGH 2023-24
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to renew existing 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) 2019-20 through 2023-24, using Agreement formats substantially similar to those in 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)/Continuum of Care, (previously known as Shelter Plus Care), Tenant Based Supportive Housing, Homeless Section 8 and Housing Choice Voucher Programs. The purpose of the housing subsidy programs is to provide DMH clients experiencing homelessness with housing certificates and vouchers for which DMH will provide an in-kind match, as needed, of mental

health supportive services for FYs 2019-20 through 2023-24.

2. Delegate authority to the Director, or his designee, to sign and execute future new agreements with HACLA and HACoLA for FYs 2019-20 through 2023-24, using Agreement formats substantially similar to those in 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 is obtained prior to execution of such agreement; and 3) the Director, or his designee, notifies your Board and the Chief Executive Office (CEO) of the new agreements in writing after execution of each agreement.

3. Delegate authority to the Director, or his designee, to amend the Agreements stated in Recommendations 1 and 2, and to accept financial compensation from HACLA and HACoLA, using Agreement formats substantially similar to those in 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 is obtained prior to execution of such amendments; and 3) the Director notifies your Board and CEO of amendments in writing after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of Recommendation 1 will allow DMH to renew existing Agreements between DMH and HACLA and HACoLA. The Agreements listed on Attachment I may have different expiration dates throughout the year as noted on the attachment.

Board approval of Recommendation 2 will allow DMH to execute future new agreements with HACLA and HACoLA for FYs 2019-20 through 2023-24, and to accept financial compensation. Additionally, Recommendation No. 2 will allow DMH to execute new Agreements with HACLA and HACoLA as they expire.

Board approval of Recommendation 3 will allow DMH to amend Agreements in Recommendations 1 and 2, and to accept financial compensation from HACLA and HACoLA.

According to the Los Angeles Homeless Services Authority 2018 Homeless Count Report, on any given night there are 52,765 persons experiencing homelessness in Los Angeles County. In the Los Angeles Continuum of Care, which excludes Long Beach, Pasadena and Glendale, 13,275 persons are considered chronically homeless and 70 percent of those considered chronically homeless report experiencing serious 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 income, the Housing Authorities subsidize the remaining portion of the rent.

Since 1997, DMH has been granted 1,753 TBRA/Continuum of 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 2016, HACLA allocated 135 Homeless Section 8 vouchers and in 2017, allocated 130 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. This responsibility includes providing training to DMH staff, approving all referrals into the program, reviewing, processing and submitting applications, and submitting

quarterly and annual reports to the Housing Authorities.

These federal housing subsidies will provide DMH clients and their families TBRA/Continuum of 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 action is consistent with the County Strategic Plan Goal I (Make Investments that Transform Lives), via Strategy I.2 (Enhance our Delivery of Comprehensive Interventions), specifically, I.2.1 Provide Subsidized Housing for Vulnerable Populations.

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 by multiple sources including, but not limited to, Sales Tax Realignment, Medi-Cal and State Mental Health Services Act revenue. The Housing Authorities require DMH to provide documentation of clients who receive TBRA/Continuum of Care subsidies that are equivalent to at least 25 percent of the aggregate amount of the housing subsidies in DMH services.

On an annual basis, the local Housing Authorities will subsidize approximately 1,753 Continuum of Care housing vouchers and certificates for DMH clients with a total estimated value of \$25,000,000.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreements require an in-kind match of supportive services. The supportive services provided by DMH include outreach and engagement of the homeless population that meets DMH eligibility criteria, and assistance with the transition from homelessness to a permanent, affordable home. This includes helping the client to complete the housing application, accompanying clients to appointments, housing search assistance, preparation for housing authority and landlord interviews, and assistance with moving in. After the clients move in, DMH's goals are to assist clients with the development of independent living skills, meet lease requirements, budget, develop community connections and other supports that allow them to live independently within the community. DMH also performs outreach 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 with HACLA and HACoLA along with their respective expiration dates. These agreements have been approved 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 provide DMH clients experiencing homelessness, and their families, access to subsidized housing through contracts with the housing authorities thereby supporting the County's effort to end homelessness.

Respectfully submitted,



JONATHAN E. SHERIN, M.D., Ph.D.
Director

JES:GP:ES:SK:pd

Enclosures

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

**County of Los Angeles – Department of Mental Health
 Countywide Housing, Employment and Education Resource Development
 Housing Grant List**

Housing Authority of the County of Los Angeles (HACOLA)	
Grant #	Contract Period
CA1688L9D001700	12/01/2018 – 11/30/2019
CA1342L9D001703	01/01/2019 – 12/31/2019
CA0323L9D001704	01/01/2019 – 12/31/2019
CA1158L9D001706	01/01/2019 – 12/31/2019
CA1046L9D001707	01/01/2019 – 12/31/2019
CA0365L9D001710	01/01/2019 – 12/31/2019
Housing Authority of the City of Los Angeles (HACCLA)	
Grant #	Contract Period
CA0324L9D001705	01/01/2019 – 12/31/2019
CA1105L9D001702	01/01/2019 – 12/31/2019
CA0405L9D001710	07/01/2018 – 06/30/2019
CA0862L9D001703	08/01/2018 – 07/31/2019
CA1337L9D001703	11/01/2018 – 10/31/2019
CA1338L9D001703	11/01/2018 – 10/31/2019
CA1341L9D001703	07/01/2018 – 06/30/2019
HA-2016-5-C Homeless Section 8 (HCVP)	05/01/2016 – 04/30/2019
HA-2017-103 Tenant Based Supportive Housing (TBSH)	11/30/2018 – 11/29/2019

Housing Authority of the City of Los Angeles
Continuum of Care Program

Agreement No. HA-2018-32-CoC
CFDA Number 14.267

AGREEMENT NUMBER HA-2018-32-CoC

BETWEEN

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

AND

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH

DUNS NUMBER 61-753-3708

HUD GRANT NUMBER: CA0324L9D001705

COMPONENT TYPE: TENANT-BASED RENTAL ASSISTANCE (TRA)

THIS AGREEMENT is effective January 1, 2019 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 the Los Angeles County Department of Mental Health, (hereinafter referred to as the "Service Provider").

WITNESSETH:

WHEREAS, the Continuum of Care Program ("Program"), previously known as the Shelter Plus Care Program, provides a combination of housing and supportive services ("Services") to chronically homeless and DedicatedPLUS Persons, primarily targeting persons with substance abuse issues, mental illness(es), and/or AIDS or related diseases; and

WHEREAS, the Program provides grants to be used for rental assistance for permanent supportive housing for chronically homeless persons and DedicatedPLUS Persons, which grant funds, except for leasing funds, shall be matched by the Service Provider via cash match or in-kind match contributions from third-party sources in an amount totaling no less than 25% of grant expenditures; and

WHEREAS, the United States Department of Housing and Urban Development ("HUD"), which provides the grant funds to the Authority, no longer requires Service Providers to submit proposals for renewal grants; and

WHEREAS, as applicable, the Service Provider has submitted its letter of commitment, previously provided to the Authority as a Shelter Plus Care Program proposal, to continue to provide the Services; and

WHEREAS, the Service Provider has represented that it has the requisite personnel, experience and resources to provide the Services required by the Authority, and that the Service Provider desires to provide the Services;

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

1. DEFINITIONS.

A. Eligible Person: An individual or member of a household that at intake meets the definition of a DedicatedPLUS Person as defined in this agreement ("Agreement"). To be eligible for assistance, individuals or households shall be Very Low-Income.

B. Transitional Housing: Housing, where all program participants have signed a lease or occupancy agreement, the purpose of which is to facilitate the movement of homeless individuals and families into permanent housing within 24 months or such longer period as HUD determines necessary. The program participant must have a lease or occupancy agreement for a term of at least one month that ends in 24 months and cannot be extended.

C. Emergency Shelter: Any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements.

D. Homeless:

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

a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income

individuals); or

c. An individual who is exiting an institution where he or she resided for 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, provided that:

a. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

b. No subsequent residence has been identified; and

c. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent 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:

a. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

b. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

c. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

d. Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the

presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

4. Any individual or family who:

a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, 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 within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

b. Has no other residence; and

c. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

E. Safe Haven: Supportive housing that meets the following:

1. Serves hard to reach homeless persons with severe mental illness who came from the streets and have been unwilling or unable to participate in supportive services;

2. Provides 24-hour residence for eligible persons for an unspecified period;

3. Has an overnight capacity limited to 25 or fewer persons; and

4. Provides low-demand services and referrals for the residents.

F. Chronically Homeless:

1. A homeless individual with a disability, as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 USC 11360(9)), who:

a. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

b. A Has been homeless and living as described in Sub-paragraph i(a) of this definition continuously for at least 12 months or on at least four (4) separate occasions in the last three (3) years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least ~~seven (7) consecutive nights of not living as described in Sub-~~ paragraph i(a). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

2. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in Sub-paragraph 1 of this definition, before entering that facility; or:

3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in Sub-paragraphs 1 or 2 of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

G. Joint TH and PH-RRH Component Project: A project that combines two program components—transitional housing and permanent housing—rapid rehousing—in a single project to serve individuals and families experiencing homelessness. The project must adopt a Housing First approach across the entire project and program participants may only receive up to 24 months of total assistance.

H. DedicatedPLUS Person:

1. Per HUD's guidance, an individual or member of a household that at intake is:

a. Experiencing chronic homelessness as defined in 24 CFR 578.3;

b. Residing in a transitional housing project that will be eliminated and meets the definition of chronically homeless in effect at the time in which the individual or family entered the transitional housing project;

c. Residing in a place not meant for human habitation,

emergency shelter, or safe haven and had been admitted and enrolled in a permanent housing project within the last year but were unable to maintain a housing placement and met the definition of chronically homeless as defined by 24 CFR 578.3 prior to entering the project;

d. Residing in transitional housing funded by a Joint TH and PH-RRH component project and who were experiencing chronic homelessness as defined at 24 CFR 578.3 prior to entering the project;

e. Residing and has resided in a place not meant for human habitation, safe haven, or emergency shelter for at least 12 months in the last three years, but has not done so on four separate occasions and the individual or head of household meet the definition of 'homeless individual with a disability'; or

f. Receiving assistance through a Department of Veterans Affairs(VA)-funded homeless assistance program and met one of the above criteria at initial intake to the VA's homeless assistance system.

I. Very Low-Income: An annual income not in excess of fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

J. Original Shelter Plus Care Proposal: The proposal submitted by the Service Provider in response to the Authority's Request for Proposals for the Shelter Plus Care Program, which was the predecessor program for the Continuum of Care Program. Any reference to the Shelter Plus Care Program will automatically refer to the Continuum of Care Program.

K. Commitment Letters: Service Provider must provide commitment letter(s) certifying:

1. Source(s) of match (2 CFR 2400.101, 2 CFR 200.407) in an amount no less than 25% of grant funds (24 CFR 578.73):

a. When the source of match is cash, written documentation should be provided on the source agency's letterhead, signed and dated by an authorized representative, and, at a minimum, should include the following:

- i. Amount of cash to be provided to the Service Provider for the project;
 - ii. Specific date the cash will be made available;
 - iii. ~~The actual grant and fiscal year to which the cash match will be contributed;~~
 - iv. Time period during which funding will be available; and
 - v. Allowable activities to be funded by the cash match (Exhibit A).
- b. When the source of match is in-kind real property, equipment, goods, or services, written documentation of the donation of in-kind real property, equipment, and/or goods must be provided on the source agency's letterhead, signed and dated by an authorized representative of the source agency, and must, at a minimum, include the following:
 - i. Value of donated goods to be provided to the Service Provider for the project;
 - ii. Specific date the goods will be made available;
 - iii. The actual grant and fiscal year to which the match will be contributed;
 - iv. Time period during which the donation will be available;
 - v. Allowable activities to be provided by the donation; and
 - vi. Value of commitments of land, buildings, and equipment—the value of these items are one-time only and cannot be claimed by more than one project or by the same project in another year (Exhibit A).
- c. In-kind services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the Service Provider and the third party that will provide the services. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the Service Provider's organization. If the Service Provider does not have employees performing similar work, the rates must be consistent with those

ordinarily paid by other employers for similar work in the same labor market (24 CFR 578.73).

i. The MOU must establish the unconditional commitment, except for selection to receive a grant, by the ~~third party to provide the services, the specific service to be~~ provided, the profession of the persons providing the service, and the hourly cost of the service to be provided (**Exhibit A**).

L. Participant: An Eligible Person who has been selected to participate in the program.

M. Continuum of Care Requirements: The Continuum of Care law (Title IV, Subtitle F of the McKinney-Vento Homeless Assistance Act, as amended), regulations (24 CFR Part 578) (**Exhibit C**), the HUD Notice of Funding Availability under which the Authority was awarded the grant of funds for this project and the provisions of the Continuum of Care Program Grant Agreement (the "Grant Agreement") executed by the Authority and HUD, and related HUD notices and directives, as applicable.

N. Tenant-Based Rental Assistance: Rental assistance provided to Participants in the Continuum of Care program, to be used for permanent housing. The rental assistance permits Participants to choose housing of an appropriate size. Participants retain the rental assistance if they change residences.

O. Coordinated Entry System: A process that coordinates program participant intake, assessment, and provision of referrals across a defined geographic area.

2. EFFECTIVE DATE AND TERM OF THE AGREEMENT.

A. Effective Date of Agreement. The effective date of this Agreement is January 1, 2019.

B. Term of Agreement. Unless otherwise modified as provided below, the term of this Agreement begins on the effective date of the Agreement, and ends on December 31, 2019. The beginning and end dates of the term of this Agreement shall run parallel with, and correspond to, the beginning and end dates for the performance period identified in the HUD Grant Agreement, as amended, for the grant corresponding to the grant number indicated on Page one (1) of this Agreement. Therefore, any change in the beginning and end dates for the performance period identified in the HUD Grant Agreement shall serve to modify the term of this agreement.

3. SERVICE PROVIDER'S RESPONSIBILITIES.

A. SCOPE OF WORK. As applicable, the Service Provider will carry out the activities listed in the Service Provider's original Shelter Plus Care Proposal, in accordance with the Program Requirements, whether or not specifically ~~referenced in this Agreement. All elements of the Proposal, continued by submittal~~ of the Service Provider's commitment letter, including, without limitation, the commitment of supportive services the Service Provider will provide and the means of fulfilling match requirements, are attached as **Exhibit A** and incorporated into this Agreement. Notwithstanding any provisions of applicable Shelter Plus Care Proposal/Commitment Letter to the contrary, the Service Provider will carry out the activities for which it is responsible in compliance with applicable provisions of the Program.

B. OUTREACH. The Service Provider shall use its best efforts to ensure that eligible hard-to-reach persons are served by the Program. The Service Provider shall refer only Eligible Persons to the Authority, and assemble materials and application packages for eligibility interviews according to the Authority's instructions.

The Service Provider shall refer sufficient participants to utilize all allocated units identified in **Exhibit D**.

The Service Provider shall participate in CES and utilize CES for intake. The Service Provider shall furnish information and reports as may reasonably be required from time to time by CES staff.

C. PROGRAM REQUIREMENTS

1. Matching Requirements.

a. In general. The Service Provider must match all grant funds, except for leasing funds, with no less than 25 percent of funds and / or in-kind contributions from other sources. For Continuum of Care geographic areas in which there is more than one grant agreement, the 25 percent match must be provided on a grant-by-grant basis. Recipients that are United Funding Agencies ("UFAs") as defined in 24 CFR 578.11, or are the sole recipient for their Continuum, may provide match on a Continuum-wide basis. Cash match must be used for the costs of activities that are eligible under Subpart D of 24 CFR Part 578, except that High-Performing Communities may use such match for the costs of activities that are eligible under 24 CFR 578.71.

b. Cash sources. The Service Provider may use funds from any source, including any other federal sources (excluding Continuum of Care program funds), as well as State, local, and private sources, provided that funds from the source are not statutorily prohibited to be used as a match. The Service Provider ~~must ensure that any funds used to satisfy the matching~~ requirements of this section are eligible under the laws governing the funds in order to be used as matching funds for a grant awarded under this program.

c. In-kind contributions.

i. The Service Provider may use the value of any real property, equipment, goods, or services contributed to the project as match, provided that if the Service Provider had to pay for them with grant funds, the costs would have been eligible under Subpart D of 24 CFR Part 578, or, in the case of High-Performing Communities, eligible under 24 CFR 578.71.

ii. All services and applicable fees must follow the current universal fee schedule used by the Los Angeles County Department of Mental Health.

iii. Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding ("MOU") between the Service Provider and the third party that will provide the services. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the Service Provider's organization. If the Service Provider does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.

(A) The MOU must establish the unconditional commitment, except for selection to receive a grant, by the third party to provide the services, the specific service to be provided, the profession of the persons providing the service, and the hourly cost of the service to be provided.

(B) During the term of the grant, the Service Provider must keep and make available, for inspection, records documenting the service hours provided.

~~2. **Reporting Requirements.** The Service Provider shall report to the Authority on compliance with this match requirement in a form and manner specified by the Authority.~~

3. **Sanctions.** The Authority may require payments from the Service Provider, should the Service Provider at any time not be in full compliance with 24 CFR 578.73, Matching Requirements, until the aggregate amount of supportive services equals at least 25% of the amount of funds provided by the Authority.

4. **Required Services.** The Service Provider shall make available and provide supportive services to all Participants to enable them to live independently per the Continuum of Care Requirements at 24 CFR 578. As applicable, the Service Provider shall perform the Services and tasks outlined in the **Original Shelter Plus Care Proposal**. Required services include, but are not limited to, provision of the following:

- a. Integrated case management through which Participants shall receive mental health services, medical services, substance abuse treatment, vocational training, job training services, legal/welfare advocacy, drug and alcohol counseling, and other services through established providers in the immediate neighborhood;
- b. Structured follow-ups, including regular meetings with a case manager, to determine progress and identify any emergency issues;
- c. Referral to appropriate services which may include, but are not limited to: crisis intervention, legal services, health and mental health services, substance abuse counseling and support groups, education and vocational training programs, employment services, assistance with moving costs, child care services, food services, housing search and counseling services, life skills training, transportation services, and utility deposit assistance;
- d. Ongoing assessments of individual Participants' needs and supportive services on at least an annual basis; and
- e. Assistance complying with Program requirements, including but not limited to assistance with completing the application(s) for assistance, interim recertifications, and any requests for special

accommodation.

D. ANNUAL PERFORMANCE REPORTS, QUARTERLY REPORTS, AND OTHER PERTINENT INFORMATION

~~1. Annual Performance Reports.~~ The Service Provider shall submit to the Authority an Annual Performance Report ("APR"), covering the Operating Year as designated by HUD and the Authority. The Service Provider shall submit one (1) APR for each Operating Year. The APRs shall be considered due to the Authority 30 days after the end date of each Operating Year. The format of the APRs shall conform to the most recent requirements and guidance issued by HUD and LAHSA.

2. Quarterly Reports. The Service Provider shall submit Quarterly Reports, documenting the matching requirement, including the source, amount, and type of supportive services match provided, to cover the quarters prescribed by the Operating Year, within 30 days after the end date of each Quarter.

3. Other Pertinent Information. The Service Provider shall furnish any information pertinent to this Agreement as may reasonably be required from time to time by the Authority or HUD.

E. GENERAL OPERATIONS. The Service Provider shall operate the Program in compliance with HUD requirements for general operation, 24 CFR 578.75, which provide for participation of homeless individuals, on-going assessment of housing and supportive services, adequate supportive services, and records and reports.

4. THE AUTHORITY'S RESPONSIBILITIES. As consideration for the Services to be provided by the Service Provider pursuant to this Agreement, the Authority will provide Tenant-Based Rental Assistance to the Service Provider's clients who are Participants in the Continuum of Care Program. The Authority will pay Tenant-Based Rental Assistance to owners of housing chosen by such Participants. Unless otherwise approved by the Authority, the Authority will provide rental assistance for a maximum number of allocated units identified in **Exhibit D**, which is attached hereto and made a part of this Agreement.

5. EXPANSION UNITS.

A. Per 24 CFR 578.51(h)(4), if the amount in the grant reserved for rental assistance over the grant period exceeds the amount that will be needed to pay the actual costs of rental assistance, due to such factors as contract rents being lower than FMRs and Participants being able to pay a portion of the rent, the Authority may use excess funds for serving a greater number of Participants. Accordingly, the Authority may designate a number of Expansion Units available

to the Service Provider for which the Authority will pay Tenant-Based Rental Assistance to owners of housing chosen by such Participants. Unless otherwise approved by the Authority, the Authority will provide rental assistance for a maximum number of Expansion Units designated in Exhibit E, which is attached hereto and made a part of this Agreement. At the Authority's discretion, only 0-BR ~~units may be designated as Expansion Units. The Authority in its sole discretion~~ shall determine the number of Expansion Units to be designated. The Service Provider is not guaranteed any designated Expansion Units.

B. Designation of Expansion Units is based on funding availability, and designated Expansion Units may be revoked at any time. Upon revocation of said Expansion Units, the Authority will provide written notice to the Service Provider notifying them of the revocation. The Authority may then amend Exhibit E of the Agreement as necessary. If Exhibit E of this Agreement is amended in this way, the Authority will make a copy of the amended Exhibit E available to the Service Provider. If the revocation of Expansion Units causes the number of Expansion Units designated in Exhibit E to be less than the number of Participant households served under this section at the time of revocation, the Authority and the Service Provider will work together to attempt to ensure that the Participants served do not become homeless as a result of the revocation.

6. MAXIMUM RENTAL ASSISTANCE PAYMENT OBLIGATION. The maximum payment obligation for rental assistance for the entire Term of this Agreement shall not exceed One Million One Hundred Ninety-Nine Thousand Six Hundred Sixty-four Dollars (\$1,199,664.00).

7. TERMINATION FOR CONVENIENCE. During the term of this Agreement, the Authority or the Service Provider may terminate this Agreement upon thirty (30) days prior written notice (the "Notice of Termination.") The Executive Director or designee of the each agency is hereby authorized to give said Notice of Termination. The Notice of Termination shall specify the date upon which such termination becomes effective.

8. DEFAULTS.

A. Any of the following is a default by the Service Provider under this Agreement:

1. The Service Provider has committed any fraud or made any false statements to the Authority or HUD in connection with the Agreement, or has committed fraud or made any false statement in connection with any Federal rental assistance program; or

2. A Federal or State proceeding for the relief of debtors is undertaken by or against the Service Provider; or

3. A receiver or trustee is appointed for the Service Provider; or
4. The Service Provider makes an assignment for the benefit of its creditors; or
5. The Service Provider becomes insolvent, which shall be deemed to have occurred if the Service Provider has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not the Service Provider has committed an act of bankruptcy or is considered insolvent within the meaning of the federal bankruptcy law; or
6. The Service Provider fails or refuses to submit its APR, certified by its authorized representative or its Executive Director designee, within 30 days after the end date of any given Operating Year; or
7. The Service Provider fails or refuses to submit its Quarterly Reports within 30 days after the end date of any given Operating Quarter; or
8. The Service Provider fails or refuses to furnish any information pertinent to this Agreement as may reasonably be required from time to time by the Authority or HUD; or
9. The Service Provider breaches any material terms or violates any material provision of this Agreement, or any other Agreement under the Program, and does not cure such breach or violation within ten (10) calendar days after delivery by the Authority of a written "Notice to Cure Deficiency."

B. If the Authority determines that a default has occurred, the Authority may exercise any of its rights or remedies under the Agreement. The Authority must notify the Service Provider in writing of such determination. The notice by the Authority to the Service Provider may require the Service Provider to take corrective action (as verified by the Authority) by a time prescribed in the notice. The Authority's rights and remedies under the Agreement include: recovery of overpayment, conditioning, suspension, reduction, or termination of rental assistance payments; and termination of the Agreement. The rights and remedies of the Authority set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The Authority's exercise or non-exercise of any remedy for the Service Provider's breach of this Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

9. AUTHORITY AND SERVICE PROVIDER RELATION TO THIRD PARTIES.

A. Injury Resulting from Service Provider Action or Failure to Act. The Authority has not assumed any responsibility for or liability to any person injured as a result of the Service Provider's action or failure to act in connection with the ~~implementation of this Agreement, or as a result of any other action or failure to~~ act by the Service Provider.

B. Legal Relationship. The Service Provider shall, during the performance of this Agreement, act as a wholly independent Service Provider. The Service Provider 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. Nothing contained in this Agreement shall be deemed, construed or represented by the Authority or the Service Provider or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the Authority and the Service Provider. The Service Provider is not the agent of the Authority, and this Agreement does not create or affect any relationship between the Authority and any lender to the Service Provider or any suppliers, employees, service providers, or subcontractors used by the Service Provider in connection with the implementation of this Agreement. 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 Service Provider.

C. Exclusion of Third Party Claims. Nothing in this Agreement shall be construed as creating any right of a Participant or other third party (other than HUD) to enforce any provision of the Agreement, or to assert any claim against the Authority, or the Service Provider under the Agreement.

10. INDEMNIFICATION. The Authority and the Service Provider shall indemnify, defend, and hold harmless, each other, their elected and appointed officers, employees, and agents, from and against any demands, claims, damages, liability, loss, actions, fees, costs, and expenses, including attorney's 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 by the other party or any of its elected and appointed officers, employees, agents, successors, or assigns related to this Agreement.

11. INDEPENDENT SERVICE PROVIDER STATUS. The Authority and Service Provider shall perform the Services as contained herein as independent service providers, not as an employee of the other party or under the other party's supervision or control. This Agreement is by and between the Authority and DMH, and not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Authority and DMH.

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

13. CONFLICT OF INTEREST.

A. Pursuant to 24 CFR 578.95(d)(1, 2), the Service Provider covenants.

1. No covered person, meaning a person who is an employee, agent, consultant, officer, or elected or appointed official of the Service Provider and who exercises or has exercised any functions or responsibilities with respect to activities assisted under this part, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under this part, may obtain a financial interest or benefit from an assisted activity, have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.

a. Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis, taking into account the cumulative effects of the criteria in paragraph (d)(2)(ii) of 24 CFR 578.95, provided that the recipient has satisfactorily met the threshold requirements of 24 CFR 578.95.

B. No members of the Board of Directors may be employed by the Service Provider if the Service Provider is a corporation.

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

D. Participation by homeless individuals who also are participants in policy or decision-making under the Continuum of Care Program Requirements does not constitute a conflict of interest.

E. As used in this section:

i. The term "Immediate Family" includes, but is not limited to, a domestic partner and/or those persons related by blood or marriage, such as a husband, wife, father, mother, brother, sister, son, daughter, father-in-law, ~~mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.~~

ii. The term "Financial or Other Interest" includes, but is not limited to, any direct or indirect financial interest in the specific contract or agreement, including a commission or fee, a share of the proceeds, the prospect of a promotion or of future employment, a profit, or any other form of financial reward.

F. The Service Provider will incorporate the foregoing paragraphs of this section into every agreement that it enters into in connection with this project and will substitute the term "Subcontractors" for the term "Service Provider".

G. The Service Provider warrants that the Service Provider has disclosed to the Authority:

i. The identity of the Service Provider, any developer, builder, architect, management agent (and other participants), and the names of the officers and principal members, shareholders, investors, and other parties having a substantial interest in this Agreement or in any proceeds or benefits arising from the Agreement.

ii. Any possible conflict of interest by any of these parties that would be a violation of the Agreement. The Service Provider shall fully and promptly update such disclosures.

H. In the event of a change in either private interest or services under this Agreement, any questions regarding possible conflicts of interests which may arise as a result of such change shall be brought to the immediate attention of HACLA's General Counsel. For the duration of this Agreement, the Service Provider 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.

14. INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS. No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Agreement or to any benefits arising from the Agreement.

15. LOBBYING CERTIFICATIONS. The Service Provider hereby assures and certifies that:

A. No Federally appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to ~~influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress~~ in connection with the Agreement or the extension, continuation, renewal, amendment, or modification of the Agreement.

B. If any funds other than Federally appropriated funds have been paid or will be paid by or on behalf of the Service Provider to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement, the Service Provider must complete and submit standard form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Service Provider shall require that the language of this certification be included in the award documents for all subawards of all tiers (including subcontracts, subgrants, under grants, loans, and cooperative Agreements) and that all subrecipients 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 this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification is subjected to a civil penalty of not less than \$10,000 and of not more than \$100,000 for each such failure.

16. ASSIGNMENT OR TRANSFER OF THE AGREEMENT.

A. The Service Provider shall not in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer or encumber this Agreement or any portion hereof or any interest herein, in whole or in part, without the prior written consent of the Authority. In addition, the Service Provider shall not subcontract the Services to be performed pursuant to this Agreement without prior written approval of the Authority. The names and qualifications of subcontractors or others whom the Service Provider intends to employ, other than those identified, shall be submitted to the Authority for prior written approval. A change in ownership in the Service Provider, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

B. Where the Service Provider requests the consent of the Authority for a transfer in any form, including any sale or assignment, of this Agreement, the Authority will give its written consent to a transfer of the Agreement pursuant to paragraph A of this section if the transferee agrees in writing to comply with all the terms of the Agreement, and if the transferee is acceptable to the Authority. If the transfer constitutes a significant change, as defined by Section 578.105 of the Continuum of Care Program Regulations (24 CFR Part 578), HUD shall also approve the transfer, in writing. HUD's criteria for acceptance of the transferee must be no more restrictive than for initial acceptance of any application under the Program at the time of the Service Provider's request.

C. If the Service Provider is proposing to pledge the Agreement as security for financing, the Service Provider must submit the financing documents to the Authority for prior written approval. In determining the approvability of a pledge arrangement, the Authority shall review the documents submitted by the Service Provider to ensure that the financing documents do not modify the Agreement, and do not contain any requirements inconsistent with the Agreement. Any pledge of the Agreement shall be limited to amounts payable under the Agreement in accordance with the terms of the Agreement.

17. WAIVER. No waiver of any provision of this Agreement 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.

18. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AFFIRMATIVE ACTION.

A. In the performance of work under this Agreement, the Service Provider and its subcontractors, if any, must not in the selection of Participants, in the provision of services, or in any other manner, discriminate against any person on the grounds of race, ethnicity, age, ancestry, color, creed, religion, sex, gender identity, sexual preference, national origin, familial status, or disability.

B. The Service Provider must comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, as amended, and any related rules and regulations.

C. The Service Provider must comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. (the Act); the HUD regulations issued thereunder, 24 CFR, Subtitle A, Part 1; the HUD requirements pursuant to these regulations; and Executive Order 11063, to the end that, in accordance with the Act, the HUD requirements, and Executive Order 11063, no person in the United States may, on the grounds of race, color, creed, religion, or

national origin, be excluded from participation in, or denied the benefits of, the Continuum of Care Program, or be otherwise subject to discrimination. This provision is included pursuant to the regulations of HUD, 24 CFR, Subtitle A, Part 1, issued under Title VI of the Civil Rights Act of 1964, and the HUD requirements pursuant to the regulations. The obligation of the Service Provider ~~to comply therewith inures to the benefit of the United States of America, HUD,~~ and the Authority, any of which are entitled to invoke any remedies available by law to redress any breach or to compel compliance by the Service Provider.

D. In accordance with regulations issued by HUD pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (24 CFR Part 8), the Service Provider must not discriminate against any otherwise qualified individual with a disability or disabilities.

E. In carrying out the obligations under this Agreement, the Service Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, age, ancestry, color, creed, religion, sex, gender identity, sexual preference, national origin, familial status, or disability. The Service Provider will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, ethnicity, age, ancestry, color, creed, religion, sex, gender identity, sexual preference, national origin, familial status, or disability. 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.

The Service Provider 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 Service Provider will in all solicitations or advertisements for employees placed by or on behalf of the Service Provider state that all qualified applicants will receive consideration for employment without regard to race, ethnicity, age, ancestry, color, creed, religion, sex, gender identity, sexual preference, national origin, familial status, or disability. The Service Provider will incorporate the foregoing requirements of these Subparagraphs in all Agreements for project work, except Agreements for standard commercial supplies or raw materials, and will require all of its subcontractors for such work to incorporate such requirements in all subcontractors for project work.

19. COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS. The Authority and the Service Provider 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.

20. MINORITY/WOMEN'S BUSINESS ENTERPRISE; OTHER FEDERAL REQUIREMENTS.

A. The Service Provider shall make a good-faith effort to comply with the minority business enterprise ("MBE") and women's business enterprise ("WBE") ~~levels of participation established by the Authority. It is the policy of the Authority~~ that minority business enterprises as specified in 2 CFR 200.321 shall have maximum opportunity to participate in the performance of this Agreement. The Service Provider 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 Agreement.

B. The Service Provider must comply with and is subject to the requirements of the following, where applicable:

i. Executive Orders 12432, Minority Business Enterprise Development, and 12138, Creating a National Women's Business Enterprise Policy.

ii. Executive Order 11625, Prescribing Additional Arrangements for Developing and Coordinating a National Program for Minority Business Enterprises.

iii. 24 CFR Part 24, Participation, Debarment, Suspension, and Limited Denial of Participation.

21. DOCUMENTS. At the time of either termination of this Agreement or conclusion of all work undertaken in connection with the Agreement, all original documents, designs, drawings, reports, logos, diskettes, computer files, notes and other related materials, whether prepared by the Service Provider or subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this Agreement, shall become the sole property of the Authority.

22. LICENSES AND PERMITS. The Service Provider warrants that it has all necessary licenses and permits for the work to be performed under this Agreement. The Service Provider 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, Chapter 2, Article 1, Chapter 2, Sections 21.00, et seq. The Service Provider 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 Agreement.

23. WARRANTY OF SERVICE PROVIDER.

A. The Service Provider warrants that it is free to enter into this Agreement 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 Agreement.~~

B. The Service Provider further warrants that it has not paid anyone for the purpose of entering into this Agreement, and that entering into this Agreement and performing the Services hereunder will not constitute a conflict of interest.

C. The Service Provider further warrants that neither it, nor its agents or representatives, have 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 Agreement, (ii) amendment of the Agreement after award, (iii) favorable treatment of the Service Provider by the Authority in the administration of the Agreement or in the making of any determination with respect to the Service Provider's performance of its obligations under the Agreement.

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 Agreement or as a result of any alleged breach of any provision of this Agreement, 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 Agreement 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 of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Los Angeles County, California. This Agreement 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 Service Provider shall proceed diligently with the performance of its obligations under this Agreement and in accordance with the Authority's instructions.

26. AUDIT AND INSPECTION OF RECORDS.

A. The Service Provider shall keep records of all Program activities as required by 24 CFR 578.103.

B. The Service Provider shall furnish any information pertinent to this Agreement as may reasonably be required from time to time by the Authority or HUD.

C. After receipt of reasonable notice and during the regular business hours of the Service Provider, the Service Provider shall provide the Authority or HUD, or agents of either, such access to the Service Provider's records and facilities as the Authority or HUD deems necessary to examine, audit, inspect, excerpt, photocopy, or transcribe the Service Provider's records relative to work performed under this Agreement. ~~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 Agreement and for five (5) years after final payment by the Authority hereunder, unless the Authority gives written permission to the Service Provider to dispose of said records prior to this time.

D. Where Continuum of Care funds are used for the acquisition, new construction, or rehabilitation of a project site, records must be retained until 15 years after the date that the project site is first occupied, or used, by the Program Participant.

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 Agreement 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: Attn: Ryan Mulligan, Assistant Director of Section 8
Housing Authority of the City of Los Angeles
2600 Wilshire Boulevard, 3rd Floor
Los Angeles, CA 90057**

**To: Attn: Jonathan E. Sherin, M.D., Ph. D.
Los Angeles County Department of Mental Health
550 S. Vermont Avenue, 12th Floor**

Los Angeles, CA 90020

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. FAITH-BASED ACTIVITIES. Organizations that are faith-based are eligible, on the same basis as any other organization, to participate in the Continuum of Care program. However, a Service Provider that participates in a Continuum of Care funded program will comply with the following provisions if it is deemed to be a faith-based organization, pursuant to 24 CFR section 5.109.

A. The Service Provider may not engage in explicitly religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement.

If the Service Provider engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported under this Agreement, and participation must be voluntary for the beneficiaries of the Continuum of Care-funded programs or activities that receive funding under this Agreement.

B. A faith-based Service Provider will retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct Continuum of Care funds that it receives under this Agreement to support or engage in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) or in any manner prohibited by law.

A faith-based Service Provider that receives funding under this Agreement may use space in its facilities to provide Continuum of Care funded services, without removing religious art, icons, scriptures, or other religious symbols.

A faith-based Service Provider retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

C. A faith-based Service Provider shall not, in providing services or carrying out activities with Program assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a

religious belief, or a refusal to attend or participate in a religious practice.

D. Faith-based organizations must give written notice to beneficiaries and prospective beneficiaries of the programs or activities describing certain protections available to them, as provided for in 24 CFR section 5.109(g).

In addition, if a beneficiary or prospective beneficiary objects to the religious character of the organization carrying out the programs or activities, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider which the beneficiary or prospective beneficiary has no such objection.

30. MATCH AND CASH PAYMENTS CERTIFICATIONS. The Service Provider hereby assures and certifies that:

A. No Continuum of Care program funds, Shelter Plus Care program funds, or Supportive Housing Program funds were used or will be used to pay for supportive services provided to program participants and claimed as match or for any other activities claimed as match for the grant corresponding to the grant number indicated on Page one (1) of this Agreement.

B. Any funds that were used or will be used to satisfy the matching requirements defined at 24 CFR 578.73 were and are not statutorily prohibited and were and are eligible under the laws governing the funds in order to be used as matching funds for the grant corresponding to the grant number indicated on Page one (1) of this Agreement.

C. No match that was claimed or will be claimed for the grant corresponding to the grant number indicated on Page one (1) of this Agreement was or will be contributed to or claimed as match for any other Federal award.

D. No cash payments were made or will be made directly to program beneficiaries in connection with this project.

31. CLOSEOUT. Grants will be closed out in accordance with the requirements at 24 CFR part 578.109, and in accordance with the requirements at 2 CFR part 200, subpart D, and in accordance with closeout procedures established by HUD.

32. ORDER OF PRECEDENCE – CONTINUUM OF CARE REQUIREMENTS. Except as specifically provided elsewhere in this Agreement, conflicting provisions of this Agreement shall prevail in the following order of precedence: (1) the provisions in the body of this Agreement; (2) the exhibits of the Agreement, if any; (3) all other documents cited in this Agreement or incorporated by reference. In the event of any conflict between this Agreement and the Continuum of Care Requirements, the Continuum of Care

Requirements shall prevail.

33. APPROVAL BY FUNDING SOURCE. If funding for this Agreement is provided by the Federal Government, the State of California or other external source, approval of the Agreement by the funding source may be required. If approval of an external funding source is required, this Agreement shall not be effective until such approval has been secured. If approval by the external funding source is denied prior to or during the Agreement term, then the Agreement shall be terminated at no fault of either party. If the Agreement award is terminated prior to the commencement date of the Agreement then any costs incurred by the Service Provider shall be deemed pre-contractual as defined in the procurement solicitation to which the Service Provider responded and thus remains the Service Provider's responsibility. If the funding ceases during the Agreement term, upon receipt of said notice, the Service Provider 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 the Service Provider its reasonable and allowable costs through the effective date of termination and those reasonable, necessary, and allowable costs incurred by the Service Provider to effect such termination. Thereafter, the Service Provider shall have no further claims against the Authority under this Agreement.

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

A. The Service Provider, in performance of this Agreement, 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 Service Provider understands that failure to comply with any of the following assurances may result in suspension or termination of this Agreement or any of the remedies provided for herein. The Service Provider further warrants and certifies that it will comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

B. The Service Provider warrants that it will comply with all applicable requirements of Federal, State, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. The Service Provider will comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

35. EFFECT OF LEGAL JUDGMENT. Should any covenant, condition or provision of this Agreement be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision will not in any way affect any other covenant, condition or provision of this Agreement.

IN WITNESS WHEREOF, the Authority and the Service Provider have executed this Agreement on the day and year first above written.

Approved as to form

**HOUSING AUTHORITY OF THE
CITY OF LOS ANGELES**

By: _____


Legal Counsel

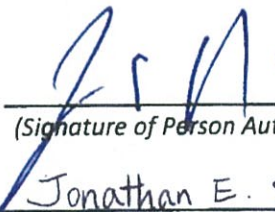
By: _____



MARLENE GARZA
Chief Administrative Officer

**LOS ANGELES COUNTY DEPARTMENT OF
MENTAL HEALTH**

By: _____



(Signature of Person Authorized To Sign)

Jonathan E. Sherin, M.D., Ph.D.
(Printed Name of Person Authorized To Sign)

Title: _____

Director

**Second signature required for California
Corporations:**

By: _____

(Signature of Person Authorized To Sign)

(Printed Name of Person Authorized To Sign)

Title: _____

LIST OF EXHIBITS

Exhibits

- A Service Provider's Commitment Letter to the Authority**
- B Grant Agreement**
- C 24 CFR Part 578**
- D Number of Allocated Units Under The Agreement**
- E Number of Expansion Units Under The Agreement**

EXHIBIT D
NUMBER OF ALLOCATED UNITS UNDER THE AGREEMENT

Total Number of Units	SRO	0-BDRM	1-BDRM	2-BDRM	3-BDRM	4-BDRM
99	0	18	81	0	0	0

EXHIBIT E
NUMBER OF EXPANSION UNITS UNDER THE AGREEMENT

0-BDRM
0

Tax ID No.: 95-6001623
CoC Program Grant Number: CA0324L9D001705
Effective Date: 9/18/2018
DUNS No.: 077233732

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$1276595 for project number CA0324L9D001705. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 1199664
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 76931

l. Relocation Costs	\$ 0
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. The performance period for the project begins 01-01-2019 and ends 12-31-2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 95-6001623
CoC Program Grant Number: CA0324L9D001705
Effective Date: 9/19/2018
DUNS No.: 077233732

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
CA0324L9D001705			

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Rufus Washington

Typed Name of Signatory

Director, Office of Community Planning and Development

Title

September 18, 2018

(Date)

RECIPIENT

By:

Housing Authority of the City of Los Angeles (HACLA)

Name of Organization



(Signature of Authorized Official)

Douglas Guthrie, President and CEO

(Typed Name and Title of Authorized Official)

10/2/18

(Date)

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

This Agreement is made and entered into in duplicate original this 1st day of January 2019, 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 the Continuum of Care (CoC) Program (Program) in the County of Los Angeles pursuant to the provisions of Title IV of the McKinney-Vento Homeless Assistance Act;

WHEREAS, the AUTHORITY pursuant to Sections 18.1 and 18.3 of its Administrative Plan 2016, receives non-Housing Choice Voucher Program funding to administer special programs such as the Continuum of Care Program;

WHEREAS, the AUTHORITY was awarded Tenant Based Rental Assistance (TBRA) funding under the CoC Program Grant Agreement # **CA1342L9D001703** 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 facilitate the transition of homeless persons with disabilities and their families into a stable housing environment and provide supportive services at least equal in value to 25% of the total grant amount 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 Continuum of 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:

(1) An individual who:

- a. Is homeless and lives in a place not meant for human habitation (e.g., living on the streets), a safe haven, or in an emergency shelter; and
- b. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year or on at least four separate occasions in the last 3 years; and
- c. Can be diagnosed with one or more of the following conditions: substance abuse disorder, serious mental illness, developmental disability (as defined in Section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;

(2) An individual who has been residing in an institutional care facility, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph 1 of this definition, before entering that facility; or

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph 1 of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

B. Eligible Persons: Persons eligible for the Continuum of Care Program must be of low income, homeless AND have a disability.

C. Disability: *Persons with disabilities* means a household in which one adult or child has a disability.

(1) A person shall be considered to have a disability if such person has a physical, mental, or emotional impairment, including alcohol or drug abuse, post-traumatic stress disorder or brain injury, which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability could be improved by more suitable housing conditions.

(2) A person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability that—

- a. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
- b. Is manifested before the person attains age 22;
- c. Is likely to continue indefinitely;
- d. Results in substantial functional limitations in three or more of the following areas of major life activity:
 - Self-care;
 - Receptive and expressive language;
 - Learning;
 - Mobility;
 - Self-direction;
 - Capacity for independent living; and
 - Economic self-sufficiency; and
- e. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care; treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated.

(3) A person will also be considered to have a developmental disability if the individual does not meet three or more of the criteria described in paragraphs a-e under section 2 above, but is between the age of zero to nine years, inclusive, and has substantial developmental delay or specific congenital or acquired condition and without services and support has a high probability of meeting those criteria later in life.

D. Homeless:

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

- a. 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.).
- b. Is living in a supervised 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.
- c. 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 other permanent 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 as listed in 24CFR 578.3.

(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 at least **Ninety-Three (93)** 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 this Agreement, or be subject to de-obligation of funds by HUD as stipulated in 24 CFR §578.85.

(3) The CONTRACTOR shall, under the guidance of the AUTHORITY, provide: outreach and intake services, including disseminating Continuum of 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 at least **Ninety-**

Three (93) homeless participants with disabilities gaining and/or maintaining suitable housing.

(4) The CONTRACTOR shall conduct an annual assessment of the service needs required by the Program participants, including supportive services designed to assist participants in remaining housed and maintaining Program compliance.

(5) The CONTRACTOR shall provide supportive services or service referrals and ensure that clients receive appropriate services. Pursuant to this Agreement and regulations at 24CFR 578.53, appropriate supportive services include, but are not be limited to the following: services that address the special needs of the Program participants; the costs of the day-to-day operation of the supportive service facility, including maintenance, repair, building security, furniture, utilities, and equipment; and provision of 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, as listed in Attachment II of this Agreement.

(6) The CONTRACTOR shall locate a care provider who can appropriately provide services for special populations such as: unaccompanied homeless youth; persons living with HIV/AIDS (acquired immunodeficiency disease syndrome or a related disease); and victims of domestic violence, dating violence, sexual assault, or stalking 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 reference the CoC 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.

C. The AUTHORITY shall provide the services set forth in Attachment IV of this Agreement.

3. COMPENSATION

The CONTRACTOR shall submit to the AUTHORITY on the 1st day of each month an invoice on a form approved by the AUTHORITY for services rendered, as described in Attachment II, Statement of Work. Upon receipt and approval, the AUTHORITY will pay the CONTRACTOR within thirty (30) days of receipt and approval of the invoice in accordance with Attachment III, Fee Schedule. The total amount of compensation under this Agreement shall not exceed **Thirty-Three Thousand, Three-Hundred Fifty-Seven (\$33,357)**, which shall include all related expenses.

The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.

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

4. APPROPRIATIONS

The United States of America, through HUD, may in the future place programmatic or fiscal limitation(s) on funds not presently anticipated (i.e., limitations imposed by sequestration). Accordingly, the AUTHORITY reserves the right to cease all leasing/programmatic activities and/or revise this Agreement as necessary in order to take into account actions affecting HUD program funding. The AUTHORITY'S obligation is payable only and solely from funds appropriated through HUD and, for the purpose of this Agreement.

In the event this Agreement extends into succeeding contract years and funds have not been appropriated, compensation for this Agreement will automatically terminate as of the end of the term of this Agreement. The AUTHORITY will endeavor to notify the CONTRACTOR in writing within ten (10) days of receipt of non-appropriation notice.

5. TERM

The term of this Agreement shall commence as of the date and year first indicated above and shall terminate on or before December 31, 2019, 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.

6. 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 this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Agreement. 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.

7. 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. In the event of such termination, the CONTRACTOR shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

8. 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.

9. 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.

10. 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.

11. 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.

12. SERVICES COORDINATION

The CONTRACTOR will provide to the Program a participant housing specialist/case manager to work with participants to develop an individualized housing and service plan, appropriate to the participant's needs. This plan may include, but is not limited to focusing on: sobriety, alcohol and drug-free housing, receiving supportive services, accessing mainstream benefits, and addressing legal concerns.

The CONTRACTOR will require that the participants meet with their housing specialist/case manager at least once annually to discuss the progress in their housing and service plan to determine what adjustments are needed in order to maintain independent living and self-sufficiency.

13. 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.

14. ASSIGNMENT BY CONTRACTOR

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.

15. 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:
Darlene Aikens, Acting Director
Attn: Sander Schmidt
Assisted Housing Division
700 W. Main Street
Alhambra, CA 91801

CONTRACTOR:
The County of Los Angeles
Department of Mental Health
Jonathan E. Sherin, MD, PhD, Director
695 S. Vermont Avenue, 10th Floor
Los Angeles, CA 90005

16. 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.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the AUTHORITY, the Community Development Commission, County of Los Angeles, and their officials, officers, 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 attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities"), arising from or connected with the CONTRACTOR's acts, errors, and/or omissions under this Agreement or the services to be provided by the CONTRACTOR hereunder. The CONTRACTOR shall not be required to indemnify, defend and hold harmless the Public Entities from any liabilities that are caused by the sole negligence or willful misconduct of the AUTHORITY or its officials,

officers, employees, or agents. 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 its officials, officers, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities") arising from or connected with the AUTHORITY's acts, errors, and/or omissions under this Agreement or the services to be provided by the AUTHORITY hereunder. The AUTHORITY shall not be required to indemnify, defend, and hold harmless the CONTRACTOR or its officials, officers, employees or agents from any liabilities that are caused by the sole negligence or willful misconduct of the CONTRACTOR or its officials, officers, employees or agents.

18. 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.

19. FORMS AND REPORTS

A. Annual Needs Assessment:

The CONTRACTOR shall submit an Annual Needs Assessment form to the AUTHORITY no more than 30 days after the end of the operating year. The Annual Needs Assessment form will serve to document the needs assessments and supportive services required in Section 2, Services and Duties. The Annual Needs Assessment form is provided by the AUTHORITY to the CONTRACTOR via the CoC Handbook.

B. Quarterly Match Funds Tracking Report:

The CONTRACTOR shall submit individual Quarterly Match Funds Tracking Reports to the AUTHORITY by the 15th of the month following the APR quarterly reporting period. The form will assist in tracking the supportive services required in the section titled "Service and Duties", of this Agreement. The Quarterly Match Funds Tracking Report is provided by the AUTHORITY to the CONTRACTOR via the CoC 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. HUD may terminate the renewal of any grant and require the recipient to repay the renewal grant if: (1) The recipient fails to timely submit a HUD Annual Performance Report (APR) for the grant year immediately prior to renewal; or (2) The recipient submits an APR that HUD deems unacceptable or shows noncompliance with the requirements of the grant and this part. The APR is subject to change due to HUD updates. For the purposes of the APR, the CONTRACTOR'S Operating Year commences January 1, 2019 and terminates December 31, 2019.

20. 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 at least annually. Program "participant master files" must contain all documentation as it pertains to eligibility, supportive/case management services, referrals, and documentation of homelessness.

21. 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 in the CoC Handbook.
- B. Documentation of an intake conducted to determine the client's eligibility for the CoC Program; as per the Housing Intake Assessment Form, provided by the AUTHORITY in the CoC Handbook.
- C. Documentation of an annual needs assessment of supportive services provided to participants, from time of the client's placement in the subsidized unit and throughout their participation in the Program; as per the Client Progress Report, provided by the AUTHORITY in the CoC Handbook.
- D. Proper verification of disability; as certified by a licensed professional via the Certificate of Disability Form, provided by the AUTHORITY in the CoC Handbook.
- E. Tracking of matching funds for value of supportive services provided to participants; as per the Quarterly Match Funds Tracking Report, provided by the AUTHORITY in the CoC 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.

22. 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.

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 AUTHORITY 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 8 "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 8 "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 8, "Termination For Cause" and pursue debarment of the CONTRACTOR, pursuant to the AUTHORITY's Policy.

29. POSTING 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 31-40, and 48-54, inclusive of this Agreement.

31. 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 - 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 & 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM

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

B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, county employees shall be given first priority.

36. 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 V, 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.

37. 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.

38. 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.

39. 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 sub-consultants of County, Housing Authority, or Commission contractors, consultants, vendors and agencies.

40. 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.

41. 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.

42. 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 all parties required (each participant served or employees and/or subcontractors acting on behalf of the CONTRACTOR under this Agreement) certify via the Certification of No Conflict of Interest form (provided by the AUTHORITY to the CONTRACTOR via the CoC Handbook) that they are familiar with the No Conflict of Interest policy and will comply with this requirement.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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 IX of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

49. 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.

50. 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 VII, 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.

51. 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.

52. 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 X and XI, respectively, and incorporated by reference into and made part of this Agreement.

53. TIME OFF FOR VOTING

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

54. 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.

55. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

55. 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 Requirements
- II. Statement of Work
- III. Fee Schedule
- IV. Required Contract Forms
- V. Required Contract Notices

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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 
for: Monique King-Viehlend
Executive Director

Date: 12/27/18

CONTRACTOR:


COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

By 
Jonathan E. Sherin, MD, PhD
Director

Date: 12/26/18

APPROVED AS TO PROGRAM:

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

By 
Darlene Aikens, Acting Director
Assisted Housing Division

Date: 12/27/18

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

BY 
Nancy Takade
Principal Deputy County Counsel

Date: 9/19/2018

ATTACHMENT I
INSURANCE REQUIREMENTS

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 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/On-Going 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 for CONTRACTOR'S work on such policy. This policy must be primary & non-contributory and shall also include a sexual abuse and molestation endorsement.

B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY, evidence of insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000

Disease-each employee

\$1,000,000

C. 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
STATEMENT OF WORK

STATEMENT OF WORK

HOUSING AUTHORITY COUNTY OF LOS ANGELES CONTINUUM OF 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: JONATHAN E. SHERIN, MD, PhD
DIRECTOR

TARGET POPULATION: HARD-TO-SERVE LOW-INCOME HOMELESS INDIVIDUALS OR FAMILIES WITH A DISABILITY

NUMBER OF FAMILIES SERVED: NINETY-THREE (93)

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.
- (2) The CONTRACTOR shall ensure that of the population served, it outreaches to the chronically homeless as per regulations set at 24CFR 578.53(e)(13) and that it is adequately documented for the Annual Progress Report.
- (3) The CONTRACTOR shall ensure that of the population served, persons to be served under this Agreement shall include hard-to-serve homeless, families with disabilities, as per Program Regulations at 24 CFR 578.53(c) and adequately verify Homelessness.

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, disability, residency (i.e., homeless) and income.

(6) The total, original verified information packet shall be forwarded to the AUTHORITY'S Continuum of Care Program staff for review, approval, and acceptance into Continuum of 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 41, ACCESS AND RETENTION OF RECORDS, of the Agreement.

B. Services and Duties of CONTRACTOR

(1) The CONTRACTOR shall ensure that **Ninety-Three (93)** 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 are 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.

(2) The CONTRACTOR shall ensure that each participant who signs the Program's Participant Agreement and is placed in housing will receive supportive services. Participants will pay 30% of their adjusted income towards the rent.

(3) The CONTRACTOR shall ensure that the Continuum of Care Program targets homeless families who have chronic alcohol and/or other drug abuse disabilities, mental illness and/or HIV/AIDS.

(4) The CONTRACTOR shall make best efforts to assist persons with dual diagnosis of both serious mental illness and chronic substance abuse problems.

(5) The CONTRACTOR shall submit to the AUTHORITY pre-applications from persons eligible to be served in a Continuum of Care funded project.

(6) The CONTRACTOR agrees to provide an unconditional commitment (contingent only upon award of grant) via cash or in-kind match of not less than 25 percent than the total funding awarded, as specified below:

- A match in the amount of at least **\$276,986** has been committed by CONTRACTOR during the term of this grant;
- A fee schedule, listing the supportive services; the profession of each provider; and the hourly cost of the services to be provided, is made part of this Agreement as Attachment III.

In compliance with Program regulations set forth at 24 CFR 578.73 and applicable cost sharing and match requirements for nonprofits found at 24CFR 84.23.

The CONTRACTOR will be required to report on matching funds expended in their Annual Progress Report at the end of each grant's operating year. All match must be used for eligible activities as required in the CoC Program Interim Rule, 24 CFR 578, subpart D. Matching funds are subject to monitoring by the AUTHORITY or HUD; they should be well documented throughout the operating year and be able to be tied to specific clients. The CONTRACTOR must keep and make available, for inspection, records documenting the match contribution.

(7) The CONTRACTOR shall provide participants with eligible and appropriate services, as per Program regulations set forth at 24 CFR 578.53 that address the special needs of the program participants, ensuring that:

- I. Supportive services assist program participants to obtain and maintain housing;
- II. An annual assessment of the service needs of the program participants is conducted and services are adjusted accordingly;
- III. Supportive services provided to the residents throughout the duration of their residence in the project;
- IV. *Eligible supportive services are:*

a. Annual Assessment of Service Needs. The costs of the assessment required by § 578.53(a)(2) are eligible costs.

b. Assistance with moving costs. Reasonable one-time moving costs (security deposits in an amount not to exceed 2 months of rent) are eligible and include truck rental and hiring a moving company.

c. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs. Component services and activities consist of:

- (i) Counseling;
- (ii) Developing, securing, and coordinating services;
- (iii) Using the centralized or coordinated assessment system as required under § 578.23(c)(9).
- (iv) Obtaining federal, State, and local benefits;
- (v) Monitoring and evaluating program participant progress;
- (vi) Providing information and referrals to other providers;
- (vii) Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
- (viii) Developing an individualized housing and service plan, including planning a path to permanent housing stability.

d. Child care. The costs of establishing and operating child care, and providing child-care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities, are eligible.

- (i) The children must be under the age of 13, unless they are disabled children.
- (ii) Disabled children must be under the age of 18.
- (iii) The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.

e. Education services. The costs of improving knowledge and basic educational skills are eligible.

- (i) Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED).
- (ii) Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; and referral to community resources.

f. Employment assistance and job training. The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.

- (i) Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
- (ii) Services that assist individuals in securing employment consist of:
 - a. Employment screening, assessment, or testing;
 - b. Structured job skills and job-seeking skills;
 - c. Special training and tutoring, including literacy training and pre-vocational training;

- d. Books and instructional material;
 - e. Counseling or job coaching; and
 - f. Referral to community resources.
- g. Food. The cost of providing meals or groceries to program participants is eligible.
- h. Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible.
- (i) Component services or activities are tenant counseling; assisting individuals and families to understand leases; securing utilities; and making moving arrangements.
 - (ii) Other eligible costs are:
 - a. Mediation with property owners and landlords on behalf of eligible program participants;
 - b. Credit counseling, accessing a free personal credit report, and resolving personal credit issues; and
 - c. The payment of rental application fees.
- i. Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with the homeless individual or family's ability to obtain and retain housing.
- I. Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking; appeal of veterans and public benefit claim denials; landlord tenant disputes; and the resolution of outstanding criminal warrants.
 - II. Component services or activities may include receiving and preparing cases for trial, provision of legal advice, representation at hearings, and counseling.
 - III. Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subcontractor is a legal services provider and performs the services itself, the eligible costs are the subcontractor employees' salaries and other costs necessary to perform the services.
 - IV. Legal services for immigration and citizenship matters and issues related to mortgages and homeownership are ineligible. Retainer fee arrangements and contingency fee arrangements are ineligible.
- j. Life skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the

community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.

k. Mental health services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

l. Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals including:

- (i) Providing an analysis or assessment of an individual's health problems and the development of a treatment plan;
- (ii) Assisting individuals to understand their health needs;
- (iii) Providing directly or assisting individuals to obtain and utilize appropriate medical treatment;
- (iv) Preventive medical care and health maintenance services, including in-home health services and emergency medical services;
- (v) Provision of appropriate medication;
- (vi) Providing follow-up services; and
- (vii) Preventive and non-cosmetic dental care.

m. Outreach services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.

- (i) Eligible costs include the outreach worker's transportation costs and a cell phone to be used by the individual performing the outreach.
- (ii) Component activities and services consist of: initial assessment; crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; actively connecting and providing people with information and referrals to homeless and mainstream programs; and publicizing the availability of the housing and/or services provided within the geographic area covered by the Continuum of Care.

n. Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.

o. Transportation. Eligible costs are:

- (i) The costs of program participant's travel on public transportation or in a vehicle provided by the CONTRACTOR or subcontractor to and from medical care, employment, child care, or other services eligible under this section.
- (ii) Mileage allowance for service workers to visit program participants and to carry out housing quality inspections;
- (iii) The cost of purchasing or leasing a vehicle in which staff transports program participants and/or staff serving program participants;
- (iv) The cost of gas, insurance, taxes, and maintenance for the vehicle;
- (v) The costs of recipient or CONTRACTOR staff to accompany or assist program participants to utilize public transportation; and
- (vi) If public transportation options are not sufficient within the area, the CONTRACTOR may make a one-time payment on behalf of a program participant needing car repairs or maintenance required to operate a personal vehicle, subject to the following:
 - a. Payments for car repairs or maintenance on behalf of the program participant may not exceed 10 percent of the Blue Book value of the vehicle (Blue Book refers to the guidebook that compiles and quotes prices for new and used automobiles and other vehicles of all makes, models, and types);
 - b. Payments for car repairs or maintenance must be paid by the recipient or CONTRACTOR directly to the third party that repairs or maintains the car; and
 - c. The CONTRACTOR may require program participants to share in the cost of car repairs or maintenance as a condition of receiving assistance with car repairs or maintenance.

p. Utility deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be a one-time fee, paid to utility companies.

q. Direct provision of services. If the service described in paragraphs (e)(1) through (e)(16) of this section is being directly delivered by the CONTRACTOR, eligible costs for those services also include:

- (i) The costs of labor or supplies, and materials incurred by the CONTRACTOR or subcontractor in directly providing supportive services to program participants; and
- (ii) The salary and benefit packages of the CONTRACTOR staff who directly deliver the services.

r. The CONTRACTOR agrees:

- (1) To ensure the operation of the project(s) in accordance with the provisions of the McKinney-Veto Act and all requirements under 24 CFR part 578;
- (2) To monitor and report the progress of the project(s) to the AUTHORITY and HUD;
- (3) To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and

operating facilities for the project and in providing supportive services for the project;

(4) To obtain certifications from sub-contractors with respect to:

(i) Confidentiality of records, specifically for those records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;

(ii) Confidentiality of the address or location of any family violence project assisted under this part; whereas records will not be made public, except with written authorization of the person responsible for the operation of such project;

(iii) Establishment of policies and practices that enable program participants to exercise rights afforded to them under subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;

(iv) Designation of staff in family projects to ensure that children of program participants are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and other appropriate services or programs authorized under subtitle B of title VII of the Act;

(v) Status of the sub-contractor, its officers, and employees regarding debarment or suspension of business with the Federal Government; and

(vi) Agreement to provide information, such as data and reports, as required by AUTHORITY; and

(5) To monitor the required match and report on match to the AUTHORITY;

(6) To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;

(7) To monitoring requirements at least annually;

(8) To use the centralized or coordinated assessment system established by the Continuum of Care as set forth in § 578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

(9) To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in § 578.7(a)(9);

(10) Enter into sub-contractor agreements requiring sub-contractors to operate the project in accordance with the provisions of this Agreement and all requirements under 24 CFR part 578 and conditions specified in the applicable CoC Program Notice of Funding Availability (NOFA).

(11) To consistently participate in the local Homeless Management Information System (HMIS) that has the capacity to collect unduplicated counts of individuals

and families experiencing homelessness (unless a recipient is a domestic violence provider in which case it must use a comparable database and provide de-identified information) in compliance with 24 CFR § 578.7(b)(4).

s. The CONTRACTOR agrees to maintain compliance with adequate Accounting Procedures to ensure the proper disbursement of, and accounting for, CoC Program administrative cost grant funds and all financial transactions are conducted and that records are maintained and/or Submitted to the AUTHORITY in accordance with generally accepted accounting principles. Records of all payment requests are made in compliance with 24 CFR § 84 and § 85.

C. Services to be performed by the AUTHORITY

The AUTHORITY will provide the following:

- (1) The appropriate rental assistance services detailed in 24 CFR, Part 578.51 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.

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.

D. HOURS/DAYS OF WORK

The Housing Authority office hours are from 8:00 a.m. to 5:00 p.m. The Housing Authority offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

ATTACHMENT III

FEE SCHEDULE



**LOS ANGELES COUNTY
DEPARTMENT OF MENTAL HEALTH**

JONATHAN E. SHERIN, M.D., Ph.D., Director
ROBIN KAY, Ph.D., Chief Deputy Director
RODERICK SHANER, M.D., Medical Director



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 27, 2017

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

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June 27, 2017

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**HEARING ON PUBLISHED CHARGES FOR FISCAL YEAR 2017-18
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to establish Published Charges for Fiscal Year 2017-18 for the provision of mental health direct services.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

1. Approve the Department of Mental Health's proposed Published Charges for Fiscal Year (FY) 2017-18, effective July 1, 2017.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the Department of Mental Health (DMH) to make effective its proposed Published Charges, reflected in Attachment I, for use in billing the general public and third party payers for mental health services provided by DMH directly-operated clinics, as permitted by law. Use of Published Charges ensures that claims for services rendered by DMH directly operated clinics to Medi-Cal eligible clients are not less than or exceed DMH's projected costs for FY 2017-18, thereby maximizing Short-Doyle/Medi-Cal program (SD/MC) reimbursement.

Implementation of Strategic Plan Goals

The recommended action is consistent with the County's Strategic Plan Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

Approval of the requested action will enable DMH to have published charge rates that avoid audit disallowances because the rates should not be less than or exceed DMH's costs of producing the services. DMH has not included any Charges, which are set by either State or federal agencies, for which it has no jurisdictional rate-setting authority. DMH will bill those charges as directed by those authorities.

There is no net County cost impact associated with the recommended action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California State Plan provides that SD/MC services are to be paid at the lower of costs or customary charges, which is consistent with federal Medicare rules. The State has implemented such provision in the California Code of Regulations Title 9, Section 1840.105 and in its cost reporting instructions. The State equates customary charges with Published Charges.

DMH provides financial screening for all clients receiving mental health services at DMH directly operated clinics. Claims for services are billed based on Board-approved Published Charges. Claims for Medi-Cal eligible clients identified based on the DMH financial screening process are submitted to the State and reimbursed based on the lesser of either actual cost of care or the DMH Published Charges.

DMH develops the Published Charges for a given fiscal year based on the most recent Annual Cost Report submitted by DMH to the State, adjusted by the federal Home Health Agency Market Basket Index (HHAMBI), which is used as a proxy for inflation. Subsequently, the Published Charges for FY 2017-18 would be developed based on actual costs and statistical data reported in the Annual Cost Report for FY 2015-16. However, the State's delay in the FY 2011-12, FY 2012-13, FY 2013-14, and FY 2014-15 Annual Cost Report process has subsequently delayed the FY 2015-16 Annual Cost Report process. Therefore, DMH has developed Published Charges for FY 2017-18 based on the FY 2014-15 Annual Cost Report, adjusted by three years' worth of the federal HHAMBI. This allows DMH to use of the most recent Cost Report submitted to the State as the basis for its rate setting and should assure that Charges are high enough to avoid an audit disallowance, but not so high that they disadvantage persons who must pay them.

When the FY 2015-16 Annual Cost Report is completed, DMH will review the current Published Charges and, if necessary, recommend to your Board revised Published Charges.

The Published Charges reflect two sets of rates. In FY 2003-04, the Board approved revised Published Charges permitting DMH to reflect a set of rates for Medi-Cal and a set of rates for non-Medi-Cal responsible financial parties. The rates for Medi-Cal do not include administrative overhead costs, while the non-Medi-Cal rates do include administrative overhead costs for all services that are billed to non-Medi-Cal responsible financial parties. Medi-Cal administrative overhead costs are reimbursed through a separate and specific State-mandated reimbursement method. The methodology to calculate the Published Charges to bill Medi-Cal plans remains the same as originally approved by your Board.

Proposition 26

Proposition 26 defines a "tax" as a "levy, charge, or exaction of any kind" paid by taxpayers subject

NO CHANGES: OK TO USE

The Honorable Board of Supervisors

6/27/2017

Page 3

to certain exceptions, such as a charge imposed for a specific benefit or government service provided directly to the payor. The local government bears the burden of showing that the charge is not a tax, and that the charge is no more than necessary to cover the reasonable costs of the benefit or service. The public hearing notice requirements of Government Code Section 6062a have been satisfied. The public hearing requirements of Government Code Section 66018 will be satisfied by this action.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Published Charges for FY 2017-18 will become effective July 1, 2017. Failure to increase existing Published Charges may result in reductions in SD/MC reimbursement and cause DMH to be reimbursed less than its cost. Because virtually all uninsured DMH patients pay less than Published Charges as a result of the application of the Uniform Method of Determining Charges established by State law, the charge increase is not expected to negatively impact the public.

There is no anticipated impact on current services.

Respectfully submitted,



Jonathan E. Sherin, M.D., Ph.D.

Director

JES:KN:SLD:em

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel

NO CHANGES: OK TO USE
FOR 2017 GRANTS

Attachment

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
FISCAL YEAR 2017-18 PUBLISHED CHARGES
EFFECTIVE JULY 01, 2017

<u>SERVICE DESCRIPTION</u>	<u>MODE</u>	<u>SERVICE FUNCTION CODE</u>	<u>SERVICE UNIT</u>	<u>NON-MEDI-CAL FY 2017-18 RATES</u>	<u>MEDI-CAL FY 2017-18 RATES</u>
Crisis Stabilization: Urgent Care	10	25-29	Hour	130.76	113.80
Day Treatment Intensive: Half Day (3-4 hours)	10	81-84	Half Day	250.52	218.02
Full Day (more than 4 hours)	10	85-89	Full Day	311.77	271.33
Day Rehabilitation: Half Day (3-4 hours)	10	91-94	Half Day	129.36	112.58
Full Day (more than 4 hours)	10	95-99	Full Day	201.95	175.75
Targeted Case Management	15	01-09	Minute	3.24	2.82
Mental Health Services	15	10-59	Minute	4.15	3.61
Medication Support Services	15	60-69	Minute	8.31	7.23
Crisis Intervention	15	70-79	Minute	6.69	5.82
Mental Health Promotion	45	10-19	Staff Hour	167.32	N/A
Community Client Services	45	20-29	Staff Hour	167.32	N/A
Conservatorship: Investigation	60	20-29	Staff Hour	190.94	N/A
Administration	60	30-39	Staff Hour	180.87	N/A
Life Support /Board & Care	60	40-49	Day	40.76	N/A
Case Management Support	60	60-69	Staff Hour	171.19	N/A

ATTACHMENT IV
REQUIRED CONTRACT FORMS

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.
 County of Los Angeles, Department of Mental Health

2 Business name/disregarded entity name, if different from above
 Same

3 Check appropriate box for federal tax classification; check only one of the following seven boxes.
 Individual sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C or S corporation, P-partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ Public Government Agency

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 Applies to exempt shareholders (US)

5 Address (number, street, and apt. or suite no.)
 550 South Vermont Ave.

6 City, state, and ZIP code
 Los Angeles, CA 90020

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] - [] - []	[] - [] - []
OR	
Employer identification number	
9 5 - 6 0 0 0 9 2 7	[] - [] [] [] [] [] [] []

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here: Signature of U.S. person ▶ Date ▶ 11/6/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (taxes)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to the Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership (or purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States):

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust (and not the trust); and
- In the case of a U.S. trust (other than a grantor trust) the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8733 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions operated in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, the student was become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on the exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8733.

Backup Withholding

What is backup withholding? Persons making certain payments to you must, under certain conditions, withhold and pay to the IRS 26% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report of your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not attach your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see: *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States persons' holdings that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting* code on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account. For example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certificates or statements may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester declares or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If the Form W-9 is for a joint account, list first and then circle the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. TIN applicants: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business trade or doing business as (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 2 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single member LLC that is a disregarded entity, do not check the "Limited Liability Company" box, instead check the first box in line 3: Individual sole proprietor or single-member LLC.

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorney fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(c), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(c)(2).
- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7.
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; gross proceeds paid to an attorney reportable under section 6045(f); and payments for services paid by a federal executive agency. Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(c) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii).
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
- G—A real estate investment trust.
- H—A regulated investment company as defined in section 85f or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(e).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan.

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number line. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for list the classification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3070).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee credit center.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include: payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA, or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor trustee ² The actual owner ²
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ²
For this type of account:	Give name and EIN or:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	The legal entity
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(B))	The trust

¹ List first and circle the name of the person whose number you list. If only one person on a joint account has an SSN, that person's number must be listed.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or SSAN (if the "Business name/foreign deduction name line" you must provide your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust estate or pension trust. (Do not list the TIN of a personal representative or trustee unless the legal entity itself is not designated in the certificate.) Also see Special rules for partnerships on page 6.

⁵ Note: Grantor also must provide Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4400 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll free number at 1-877-777-4778 or TTY/VO 1-800-629-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward the message to phishing@irs.gov. You may also report misuse of the IRS name, logo or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN in persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, the cancellation of debt, or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. This information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3405, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Community Development Commission of the County of Los Angeles

Payee Registration

To ensure accurate and prompt payment, please provide all information and return with the organization information form, authorization for direct deposit form and W-9 form to:

COMMUNITY DEVELOPMENT COMMISSION
ATTN: PROCUREMENT UNIT
700 WEST MAIN ST • ALHAMBRA CA 91801
PHONE: (626) 586-1681 • FAX: (626) 943-3807

New Payee Update of Company's Information

Name of Company: <u>County of Los Angeles, Department of Mental Health</u>	
Contact Person: <u>Kimberly Nail</u>	Title: <u>Finance Manager</u>
Company Address: <u>550 S. Vermont Ave.</u>	<u>Los Angeles</u> <u>CA</u> <u>90020-1912</u>
<small>(P.O. Box will not be accepted) Street City State Zip + 4</small>	
Billing Address/Remit To: <u>Same</u>	
<small>(if different from above) Street City State Zip + 4</small>	
Phone Number (<u>213</u>) <u>732-4625</u>	Fax Number (<u>213</u>) <u>639-6773</u> Email: <u>knall@dmh.lacounty.gov</u>
<input checked="" type="checkbox"/> Federal I.D. No. <input type="checkbox"/> Social Security No. <input type="checkbox"/> Federal Non-Profit No. (Attach copy of IRS Section 501(c)(3) Non-Profit letter)	
Please print Federal I.D., Social Security or Federal Non-Profit No: <u>95-6000927</u>	
TYPE OF OWNERSHIP (check all applicable)	
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Limited Liability Company	
<input checked="" type="checkbox"/> Other <u>Public Government Agency</u>	
TYPE OF BUSINESS (check all applicable)	
<input type="checkbox"/> Manufacturer <input type="checkbox"/> Distributor <input type="checkbox"/> Construction Contractor <input type="checkbox"/> Consultant <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Vendor	
<input checked="" type="checkbox"/> Other <u>Mental Health Agency</u>	
<small>THE INFORMATION PROVIDED BY THE REGISTREE IS TRUE AND ACCURATE BASED ON FACTS AVAILABLE AS OF THIS DATE.</small>	
Signature: <u><i>Kimberly Nail</i></u>	Title: <u>Finance Manager</u> Date: <u>11/9/2018</u>
<small>Registration Form is NOT valid unless signed and dated.</small>	
FOR OFFICE USE ONLY	
Date Received: _____	Date Entered: _____
Payee #: _____	Entered By: _____



Los Angeles County
DEPARTMENT OF MENTAL HEALTH

Jonathan E. Sherin, MD., Ph.D.
Director

November 20, 2018

TO: Joseph Kelly
Treasurer and Tax Collector

FROM: Jonathan E. Sherin, M.D., Ph.D.
Director

SUBJECT: **REQUEST FOR FINANCIAL INFORMATION FOR ELECTRONIC FUND
TRANSFER FOR REMITTANCE OF CLAIMS/INVOICES SUBMITTED TO
HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES**

The Department of Mental Health's (DMH) Tenant Based Rental Assistance (TBRA) Program has been grant funded for the administrative oversight costs by the Housing Authority of the County of Los Angeles (HACOLA) beginning Fiscal Year 2013-14 and is subject to renewal. DMH had submitted periodic cost claims to HACOLA which is required to be remitted to the County by an electronic fund transfer (EFT). The original application was completed by your office on July 1, 2014; Attachment I.

As part of the renewal process, HACOLA requires the DMH to revalidate the County of Los Angeles' financial information by completing the enclosed "Authorization Agreement for Direct Deposits Automated Clearing House Credits (ACH) Form", which will allow them to continue to direct their remittances to the existing bank account associated with location number 556.

Please complete the Financial Institution Information Section, Attachment II. Please mail the completed package to the address below:

Community Development Commission
Procurement
700 West Main Street
Alhambra, CA 91801

If you have any questions or need additional information, please contact me at (213) 738-4601, or your staff may contact Mike Motodani, Chief of Accounting Division, at (213) 738-4705.

JES:KN:MM:hd

Attachments

c: Sara Lee Dato

Lida Malke



COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

BANKING OPERATIONS BRANCH
CASH MANAGEMENT DIVISION
KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 434
LOS ANGELES, CALIFORNIA 90012
TELEPHONE: (213) 893-2076 FAX: (213) 625-2249

HOME PAGE
TTC.LACOUNTY.GOV

PROPERTY TAX PORTAL
LACOUNTYPROPERTYTAX.COM

July 1, 2014

Community Development Commission
700 West Main Street
Alhambra, CA 91801

Attention: Ms. Grace Casey, Procurement Unit

Dear Ms. Casey:

Enclosed is a completed Authorization Agreement for Direct Deposits to allow the County of Los Angeles Department of Mental Health to begin receiving payments via Automated Clearing House (ACH) from your agency for claims related to the Tenant-Based Rental Assistance Program.

Should you have any questions regarding the Financial Institution Information, you may contact Ms. Chita D. Tavanlar of my staff at (213) 893-2076 or ctavanlar@ttc.lacounty.gov. If you have any questions regarding the remainder of the enrollment application, you may contact Mr. Mike Motodani of the Department of Mental Health at (213) 738-4705 or MMotodani@dmh.lacounty.gov.

Very truly yours,

MARK J. SALADINO
Treasurer and Tax Collector

Mark M. Oune
Assistant Treasurer and Tax Collector

MJS:JK:MMO:
MG:JG:CT:ca
Z:\CSHIP\Proj\ACH Enrlmnts\Ltrs\AgcyLtrs\FedApps\DMH\CDC 070114

Enclosure

✓c: Mike Motodani, DMH (without enclosure)

JUL 3 '14 AM 11:21



COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles

700 W. Main Street • Alhambra, CA 91801
Tel: 626.262.4511 • TDD: 626.943.3898 • www.lacdc.org

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger
Commissioners

Sean Rogan
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION (CDC) and
HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES (HACOLA)**

**AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS
AUTOMATED CLEARING HOUSE CREDITS (ACH)**

Vendor Name	County of Los Angeles, Department of Mental Health
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I (we) hereby authorize Community Development Commission, hereinafter called "Commission" to initiate credit entries and if necessary, credit reversals for any credit entries in error to my (our) account indicated below, at the depository Financial Institution named below and credit such same account. I (we) acknowledge that the authority will remain in effect until I have (or either of us) cancelled it in writing and that the origination of ACH transactions to my (our) account must comply with the provisions of the United States law.

Financial Institution Name	Bank of America, N.A. (Automated Payment Center #1282)
<input checked="" type="checkbox"/> Checking Account or	<input type="checkbox"/> Savings Account
Routing Number	1 2 1 1 0 3 8 8 6
Bank Account Number	1 4 5 9 0 5 2 0 0 3 0 0 0 0 5 5 6

This authorization is to remain in full force and effect until the Commission and your depository Financial Institution have had all reasonable opportunity to act upon a written request for cancellation.

Name	Keith Knox	Title	Chief Deputy TTC
Signature		Date	12.14.18
Email Address	Refer to cover letter	Phone	Refer to cover letter

Name		Title	
Signature		Date	
Email Address		Phone	

Please return this completed form with your voided check for a checking account, or deposit slip for a savings account to:

Community Development Commission
Procurement
700 West Main Street
Alhambra, CA 91801
DirectDepositProgram@lacdc.org

Community Development Commission of the County of Los Angeles

Organization Information Form

I. FIRM/ORGANIZATION INFORMATION Contractors/Vendors are selected without regard to race/ethnicity, color, religion, sex, national origin, age, marital status or disability.

NAME OF FIRM: County of Los Angeles, Department of Mental Health

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> Franchise <input checked="" type="checkbox"/> Other (Please Specify) <u>Public Government Agency</u>						
Total Number of Employees (including owners): 4782						
Distribute the above total number of employees into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
African American			30	35	200	705
Hispanic American			48	41	387	1350
Asian American			-	-	-	-
Asian Pacific American			46	33	225	614
Native American			1	1	6	26
Caucasian			50	54	259	669
Other _____			0	0	0	0

II. MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE REPRESENTATION

This firm/organization:

is a Minority Business Enterprise.

"Minority Business Enterprise," as used in this provision means an independent business concern which is at least 51 percent owned by one or more minority group members, or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members; and whose management and daily operations are controlled by one or more such individuals

is a Woman Business Enterprise.

"Woman Business Enterprise," as used in this provision, means an independent business concern which is at least 51 percent owned by one or more women who are U.S. citizens; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more women; and whose management and daily operations are controlled by one or more women.

is not a Minority or Woman Business Enterprise.

III. DECLARATION

I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate. I understand that the Commission reserves the right to audit the above information at any time and that I will notify the Commission if there are any changes in this firm's ownership from what is stated on this form

Print Authorized Name Monica Paraja Dominguez	Authorized Signature 	Title DHR Manager	Date 11/14/18
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EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

County of Los Angeles, Department of Mental Health

Vendor's Name

550 S. Vermont Ave., Los Angeles, CA 90020

Address

95-600027

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

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

Authorized Official:

Name: Jonathan E. Sherin, M.D., Ph.D. Title: Director

Signature:  Date: 11/6/17

CHARITABLE CONTRIBUTIONS CERTIFICATION

County of Los Angeles, Department of Mental Health

Company Name

550 South Vermont Ave., Los Angeles, CA 90020

Address

95-600027

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. (x) ()

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. (x) ()

Signature JEM. Date 11/6/18

Jonathan E. Sherin, M.D., Ph.D.
Name and Title (please type or print)

COMMUNITY DEVELOPMENT COMMISSION CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name: County of Los Angeles, Department of Mental Health		
Company Address: 550 South Vermont Ave.		
City: Los Angeles	State: CA	Zip Code: 90020
Telephone Number: (213) 738-4601		
Solicitation For (Type of Goods or Services): Housing Program Administration		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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: Jonathan E. Sherin, M.D., Ph.D.	Title: Director
Signature: 	Date: 6/6/18

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM
CERTIFICATION OF COMPLIANCE**

Company Name: County of Los Angeles, Department of Mental Health		
Company Address: 550 South Vermont Ave.		
City: Los Angeles	State: CA	Zip Code: 90020
Telephone Number: (213) 738-4601	Email address: jshein@dmh.lacounty.gov	
Solicitation/Contract For: Continuum of Care Tenant Based Rental Assistance (TBRA) Program	Services: Supportive 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**

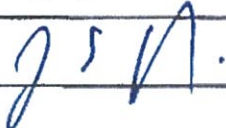
The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- 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: Jonathan E. Sherin, M.D., Ph.D.	Title: Director
Signature: 	Date: 11/6/18

**HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES
FEDERAL LOBBYIST REQUIREMENTS**

CERTIFICATION

Name of Firm: County of Los Angeles, Department of Mental Health Date: _____
Address: 550 South Vermont Ave., Los Angeles
State: CA Zip Code: 90020 Phone No.: (213) 738-4601

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: Jonathan E. Sherin, M.D., Ph.D. Title: Director

Signature:  Date: 11/6/18

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION


Company Name: County of Los Angeles, Department of Mental Health		
Company Address: 550 South Vermont Ave.		
City: Los Angeles	State: CA	Zip Code: 90020
Telephone Number: (213) 738-4601	Email address: jsherin@dmh.lacounty.gov	
Solicitation/Contract for Housing Program Administration		Services Mental Health Services

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Jonathan E. Sherin, M.D., Ph.D.	Title: Director
Signature: 	Date: 11/6/18

10-26-16

ATTACHMENT V
REQUIRED CONTRACT NOTICES

Safely Surrendered



No shame. No blame. No names.

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; this 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 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 le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden 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 Angeles.

¿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 Angeles. 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 Angeles 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 brazaletes 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.





Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

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 whose wages 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 2015 are less than \$53,267 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2016.

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 download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

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?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

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.

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

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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.)