

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND THE
CITY OF HAWTHORNE REGARDING USE OF SBCCOG’S ALLOCATED COUNTY
OF LOS ANGELES MEASURE A FUNDS.**

This Memorandum of Understanding (“MOU”) dated as of the ___ of August 2025, is between the South Bay Cities Council of Governments (“SBCCOG”), a joint powers authority, and the City of Hawthorne, a chartered municipal corporation, (collectively, the “Parties”).

RECITALS

- A. As a regional administrator, the SBCCOG receives homelessness funding, including the November 5, 2024, Los Angeles County voters approved Measure A half-cent sales tax which repealed and replaced Measure H. Measure A provides continuous funding to address homelessness with housing and services.
- B. On March 25, 2025, the Board of Supervisors adopted the Local Solutions Fund (LSF) funding formula as part of the Measure A requirements, which is based 90% on a region’s Point-in-Time Homeless Count (2-year average) and 10% on a region’s low-income population percentage. Based on this formula, the SBCCOG is projected to receive \$3,048,204 in the first year (FY25/26). Because the SBCCOG has outperformed most other regions in Los Angeles County in resolving instances of homelessness, the SBCCOG anticipates our region’s LSF funding will decrease over time due to the homeless count component of the funding formula.
- C. Due to the modest amount of homeless services funding it receives, the SBCCOG has budgeted the majority of its funds into programs that all of our cities can participate in, including but not limited to:
 - a. Financial and Rental Assistance (application fees, security deposits, and other just-in-time funding)
 - b. SHARE! Housing to Employment (group homes)
 - c. Motel and SRO Bed Leasing
 - d. Housing Specialist (landlord engagement)
 - e. Time Limited Subsidies (new)
- D. In addition to these shared services, the SBCCOG Board of Directors will also approve City-specific program allocations using LSF funding and other Measure A funding.
- E. The Parties desire to enter this MOU to set forth and memorialize the obligations of the Parties with respect to program funding allocated solely to the City of Hawthorne.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the SBCCOG and the City hereto agree as follows:

I. TERM:

This MOU shall be effective as of July 1, 2025, and shall remain in full force and effect until December 31, 2030 (“Term”), unless sooner terminated or extended, in whole or in part, as provided in the Los Angeles County Contract Number HI-25-018 (Exhibit 1 County Contract). This MOU is contingent upon SBCCOG receiving funding from Los Angeles County, and is subject to review during each funding year of the term. In the event that funding from the County is terminated, the termination of this Agreement shall be effective upon notice from SBCCOG.

II. CITY RESPONSIBILITIES:

- A. The City shall use the allocated funding in adherence with the Scope of Work in Exhibit 2 and 3.
- B. The City shall adhere to the budget specified in Exhibit 2 and 3.
- C. The City shall fulfill performance and reporting requirements to SBCCOG in accordance with Exhibit 2 and 3.
- D. The City hereby warrants, represents, and covenants that it will comply with all applicable local, state, or federal guidelines, regulations, requirements, and statutes and/or as required under the laws or regulations relating to the source of the Measure A Funds to be transferred by the County to the SBCCOG to the City pursuant to this MOU, and will not use the Grant Funds for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this MOU.
- E. The City shall maintain records related to the program operation and use of Grant Funds for five (5) years following the expiration of this MOU. SBCCOG shall have access to the records upon request.

III. SBCCOG RESPONSIBILITIES:

- A. The SBCCOG will make available to the City the budget amount specified in Exhibits 2 and 3.
- B. The SBCCOG shall monitor the City’s Programs for adherence to Exhibits 2 and 3.
- C. The SBCCOG shall provide the City with a reporting template format for the submission of quarterly reports in accordance with Exhibits 2 and 3.
- D. The SBCCOG shall maintain records related to the program operation and use of Grant Funds for five (5) years following the expiration of this MOU.

IV. FUTURE PROGRAMS:

- A. The Parties may attach Amendments to this MOU to modify, subtract or add programs, subject to the Parties approval.

V. THIRD PARTY LIABILITY AND INDEMNIFICATION:

- A. The Parties agree to indemnify, defend, and hold harmless each other, including its elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each entity arising from or related to this MOU. Neither entity shall indemnify the other entity for that other entity's own negligence or willful misconduct.
- B. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Government Code Section 895), each of the entities parties hereto, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2. To achieve the above stated purpose, each entity indemnifies, defends, and holds harmless each entity for any liability, cost, or expense that may be imposed upon such other entity solely by virtue of Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereof as if incorporated herein.

VI. MISCELLANEOUS:

- A. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each entity; provided, however, neither entity may assign its respective rights or obligations under this MOU without prior written consent of the other entity.
- B. This MOU (including for the purpose of clarity, the recitals, to this MOU), contains the entire agreement between the SBCCOG and the City with respect to the matters herein, and there are no restrictions, promises, warranties, or undertakings other than those set forth herein and referred to herein.
- C. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the authorized representative from each entity; no oral understanding or agreement not incorporated herein shall be binding on either of the entities.
- D. This MOU is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
- E. Notices or other communications, which may be required or provided under the terms of this MOU, shall be given to the individuals identified for each entity. Any notices required to be given under this Agreement by either party to the other may be affected by any of the following means: by electronic correspondence (email), by personal delivery in writing by mail,

registered or certified, postage prepaid with return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Electronic notices are deemed communicated as of actual time and date of receipt. Any electronic notices must specify an automated reply function that the email was received.

South Bay Cities Council of Governments:

South Bay Cities Council of Governments
357 Van Ness Way, Suite 110
Torrance, CA 90501
Attn: Jacki Bacharach
Jacki@southbaycities.org

City of Hawthorne:

City of Hawthorne
4455 W 126th St, Hawthorne, CA 90250
Hawthorne, CA 90250
Attn: Dulce Medina
dmedina@cityofHawthorne.org

- F. If a dispute arises under this Agreement, prior to instituting litigation the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.
- G. The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this MOU. In the event of any legal action to enforce or interpret this MOU, the laws of the State of California shall apply and the Venue shall be Los Angeles County.
- H. Either entity shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to any incidence of fire or flood; acts of God; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other entity, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the entity not performing.
- I. The City shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the SBCCOG (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by City, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$1,000,000.00; (4) worker's compensation insurance with a minimum limit of \$1,000,000.00 or the amount required by law, whichever is greater; and (5) comprehensive crime insurance with a minimum limit of \$1,000,000.00. SBCCOG and participating public agencies, their respective officers, employees, attorneys, staff consultants, and volunteers shall be named as additional insureds on the policy (ies) as to comprehensive general liability, property damage, and automotive liability. The policy (ies) as to comprehensive general liability, property

damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the SBCCOG shall be excess insurance only.

- J. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving SBCCOG thirty (30) day's prior written notice thereof. The City agrees that it will not cancel, reduce or otherwise modify the insurance coverage.
- K. All policies of insurance shall cover the obligations of the City pursuant to the terms of this Agreement; shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the SBCCOG; and shall be placed with a current A.M. Best's rating of no less than A VII.
- L. The City shall submit to SBCCOG (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on SBCCOG's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the SBCCOG has agreed in writing to accept.
- M. Authority and Signatures: The individuals signing this MOU, and its exhibits, which are incorporated herein by reference, have the authority to commit the entity they represent to the terms of this MOU, and do so commit by signing.

(Signatures on Following Page)

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: _____
Bernadette Suarez, SBCCOG Chair

Date: _____

ATTEST:

By: _____
Jacki Bacharach, Executive Director/Board Secretary

APPROVED AS TO FORM:

By: _____
Michael Jenkins, Legal Counsel

CITY OF HAWTHORNE

By: _____
Alex Vargas, Mayor

Date: _____

ATTEST:

By: _____
Dayna Williams-Hunter, City Clerk

EXHIBIT 1: COUNTY CONTRACT

See attached.

DRAFT

EXHIBIT 2: HAWTHORNE CASE MANAGEMENT AND OUTREACH SERVICES

I. BUDGET

The total program budget is \$160,000. Based on current workforce standards, the accepted pay scale for Case Managers under this program is \$55,000 to \$78,000.

The SBCCOG is recommending for all its contracts, the following minimum benchmark on pay for these positions:

- Peer support specialist: \$45,000 - \$55,000
- Case manager: \$55,000 - \$72,000
- Intensive case manager (ICMS): \$55,000 - \$78,000
- Program supervisors: \$65,000 - \$80,000
- Program manager: \$75,000 - \$87,000
- Un-Licensed Clinical Social Worker: \$72,000 - \$92,000
- Licensed Clinical Social Worker: \$105,000 - \$150,000

II. SCOPE OF WORK

Program Description: The Hawthorne Case Management and Outreach Services program will hire 2 case managers, in partnership with LA CADA, who will provide a holistic, client-centered approach as they conduct outreach and assist engaged clients with their health, mental health, and housing stability. Included below is the expected Scope of Work (SOW) for the City as required by this MOU and the County Contract.

Table 1. Detailed Scope of Work

Scope of Work	Expected Tasks
Hawthorne Case Management and Outreach Services	<ul style="list-style-type: none">- Outreach people experience homelessness (PEH) in Hawthorne and conduct regular check-ins with clients to monitor progress, address challenges, and help reassess goals and next steps- Identify client needs related to substance use, mental health, and housing- Enroll clients, as needed in supportive services, such as substance use treatment, mental health services from LA County Department of Mental Health and the Hawthorne Access Center, and social services like General Relief- Identify and place PEH in interim housing- Support housing-ready clients to complete applications, as applicable, to place them in permanent supportive housing or other permanent housing situations- Maintain records of all services provided to PEH- Collect, manage, and submit quarterly data reports and comply with deadlines specified by the SBCCOG for time-specified submittal and delivery of information

-
- Attend regular meetings with the SBCCOG to case conference, problem solve, and identify housing options for clients on caseload
-

The Provider will ensure that the following staff requirements for Housing Focused Case Managers are met:

1. Criminal Clearances and Background Investigations: Contractor shall ensure that criminal clearances and background investigations have been conducted for all staff working on this contract.
2. Language Ability: Contractor shall ensure that all staff can read, write, speak and understand English in order to conduct business within SPA 8.
3. Service Delivery: Contractor shall ensure that all direct service staff providing supportive services in a manner that effectively responds to differences in cultural beliefs, behaviors, learning, and communication styles within the community where Contractor proposes to provide services.
4. Driver's License and Automobile Insurance: Contractor shall maintain current copies of driver's licenses, including current copies of proof of auto insurance that meets the minimal automobile liability prescribed by law for any and all staff providing transportation to residents.
5. Driving Record: Contractor shall ensure any staff that provides transportation to residents has a safe driving record. They will maintain copies of drivers' Department of Motor Vehicles (DMV) printouts for any and all staff providing transportation to residents. Reports will be available to the SBCCOG upon request.
6. Experience: Contractor shall be responsible for securing and maintaining staff who possess sufficient experience and expertise necessary to provide the services required in this SOW.

III. REPORTING

The City shall submit invoices and quarterly reports by the 15th of the month immediately following the quarter end for work performed in accordance with Exhibit 2 as follows for each fiscal year this MOU is active. If the 15th falls on a weekend, the Consultant shall submit the invoice and quarterly report on the Friday before.

Table 2. Yearly Reporting Schedule

Fiscal Year Quarters	Reporting Due Date
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Q1: July 1 – September 30	October 15
Q2: October 1 – December 31	January 15
Q3: January 1 – March 31	April 15
Q4: April 1 – June 30	July 15

Quarterly reports will include metrics that are outlined in Sections (A) Key Performance Indicators and (B) Supplemental Quarterly Reporting Metrics.

Reports and invoices from the City to the SBCCOG must contain the information set forth in this MOU and applicable portions of the County Scope of Work, project description, and budget. Reports and invoices must describe tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

A. Key Performance Indicators (KPIs)

The program will be evaluated on the KPIs as outlined in the County Contract and in Table 3 below. The City will report on these metrics quarterly for each fiscal year this MOU is active.

Table 3. Key Performance Indicators

Key Performance Indicators	Target Outcome	Timeline
Number of PEH placed in IH, per case manager	24	Annually
Number of PEH linked to mental or behavioral health services, per case manager	24	Annually

B. Supplemental Quarterly Reporting Metrics

In addition, City’s Quarterly Report will include additional metrics and outcomes (Table 4), including progress on behavioral health plans, participants’ housing timeline, including any anticipated housing dates. Other data including demographic data and service linkages that can be queried in HMIS. This reporting will help the COG monitor the program’s progress and aid the operations where needed to ensure that metrics are met. The SBCCOG will work with the City to gather this information in a flexible and not burdensome manner.

Table 4. Supplemental Quarterly Reporting Metrics

Additional Quarterly Reporting Data	Details
Number of PEH on caseload	Unduplicated clients currently on case managers’ active caseload
Year to Date (YTD) number of PEH placed in IH	Cumulative number of individuals placed in available motel and/or SRO units to date (as of reporting)
Number of housing and services plans completed	Unduplicated clients who have completed housing and services plans per quarter
Number of clients receiving Housing Navigation services	Unduplicated clients currently enrolled and receiving Housing Navigation Services per quarter

Number of clients experiencing mental or behavioral health challenges	Unduplicated clients with a mental or behavioral health services challenges per quarter. This includes substance use disorders, mental illness ,etc.
Number of clients actively receiving mental or behavioral health services	Unduplicated clients with a mental or behavioral health services per quarter. This includes services from DMH, the Hawthorne Access Center, or other services/treatment.
Notes and success stories	What action steps have you taken to ensure the program's KPIs are achieved? What is working? What are 3 challenges?

DRAFT

EXHIBIT 3: HAWTHORNE HOUSING NAVIGATION

I. BUDGET

The total program budget is \$80,000. Based on current workforce standards, the minimum accepted pay scale for Case managers/Housing Navigation under this program is \$55,000 to \$72,000.

The SBCCOG is recommending for all its contracts, the following benchmark on pay for these positions:

- Peer support specialist: \$45,000 - \$55,000
- Case manager: \$55,000 - \$72,000
- Intensive case manager (ICMS): \$55,000 - \$78,000
- Program supervisors: \$65,000 - \$80,000
- Program manager: \$75,000 - \$87,000
- Un-Licensed Clinical Social Worker: \$72,000 - \$92,000
- Licensed Clinical Social Worker: \$105,000 - \$150,000

II. SCOPE OF WORK

Program Description: The Hawthorne Housing Navigation program will hire 1 Housing Navigator at the Hawthorne Access Center to provide a holistic, client-centered approach as they complete case management for PEH and individuals or households at risk of homelessness. They will assist with placing people in interim and/or permanent supportive housing. In addition, they will perform other coordination and case management services. Included below in Table 1 is the expected Scope of Work (SOW) for the City as required by this MOU and the County Contract.

Table 1. Detailed Scope of Work

Scope of Work	Expected Tasks
Hawthorne Housing Navigation	<ul style="list-style-type: none">- Outreach people experience homelessness (PEH) in Hawthorne and provide services at the Hawthorne Access Center- Complete housing and services plans with PEH clients- Conduct regular check-ins with clients to monitor progress, address challenges, and help reassess goals and next steps- Enroll clients in supportive services, such as General Relief (GR) and Supplemental Security Income (SSI)- Identify PEH and households at risk of homelessness to complete applications, as applicable, to place them in permanent supportive housing or other permanent housing situations- Connect PEH with interim or permanent housing option that best fits their current needs- Support PEH to complete applications, as applicable, to place them in permanent housing situations- Maintain records of all services provided to PEH

- Collect, manage, and submit quarterly data reports and comply with deadlines specified by the SBCCOG for time-specified submittal and delivery of information
- Attend regular meetings with the SBCCOG to case conference, problem solve, and identify housing options for clients

The Provider will ensure that the following staff requirements for Housing Focused Case Managers are met:

1. Criminal Clearances and Background Investigations: Contractor shall ensure that criminal clearances and background investigations have been conducted for all staff working on this contract.
2. Language Ability: Contractor shall ensure that all staff can read, write, speak and understand English in order to conduct business within SPA 8.
3. Service Delivery: Contractor shall ensure that all direct service staff providing supportive services in a manner that effectively responds to differences in cultural beliefs, behaviors, learning, and communication styles within the community where Contractor proposes to provide services.
4. Driver’s License and Automobile Insurance: Contractor shall maintain current copies of driver’s licenses, including current copies of proof of auto insurance that meets the minimal automobile liability prescribed by law for any and all staff providing transportation to residents.
5. Driving Record: Contractor shall ensure any staff that provides transportation to residents has a safe driving record. They will maintain copies of drivers’ Department of Motor Vehicles (DMV) printouts for any and all staff providing transportation to residents. Reports will be available to the SBCCOG upon request.
6. Experience: Contractor shall be responsible for securing and maintaining staff who possess sufficient experience and expertise necessary to provide the services required in this SOW.

III. REPORTING

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Quarterly reports will include metrics that are outlined in Sections (A) Key Performance Indicators and (B) Supplemental Quarterly Reporting Metrics.

Reports and invoices from the City to the SBCCOG must contain the information set forth in this MOU and applicable portions of the County Scope of Work, project description, and budget. Reports and invoices must describe tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

A. Key Performance Indicators (KPIs)

The program will be evaluated on the KPIs in Table 2, as outlined in the County Contract. The City will report on these metrics quarterly for each fiscal year this MOU is active.

Table 3. Key Performance Indicators

Key Performance Indicators	Target Outcome	Timeline
Number of PEH placed in PH	16	Annually
Number of individuals served that retain housing or transition directly into other PH	12	Annually

B. Supplemental Quarterly Reporting Metrics

In addition, City’s Quarterly Report will include additional metrics and outcomes (Table 4), including progress on enrollment in supportive services, participants’ housing timeline, including any anticipated housing dates, and other data including demographic data and service linkages that can be queried in HMIS. This reporting will help the COG monitor the program’s progress and aid the operations where needed to ensure that metrics are met. The SBCCOG will work with the City to gather this information in a flexible and not burdensome manner.

Table 4. Supplemental Quarterly Reporting Metrics

Additional Quarterly Reporting Data	Details
Year to Date (YTD) number of PEH placed in permanent housing	Cumulative number of unique individuals placed in permanent housing situation to date
Number of clients on caseload	Unduplicated clients currently on case managers’ active caseload. Include a breakdown of clients who are currently experiencing homelessness and those who are at risk seeking prevention services per quarter

Number of housing and services plans completed	Unduplicated clients who have completed housing and services plans per quarter
Number of clients receiving Housing Navigation services	Unduplicated clients currently enrolled and receiving Housing Navigation Services per quarter
Number of clients enrolled in supportive services	Unduplicated clients enrolled in supportive services by the Housing Navigator, including but not limited to GR, SSI, and mental and behavioral health services
Notes and success stories	What action steps have you taken to ensure the program's KPIs are achieved? What is working? What are 3 challenges?

C. Additional Data Needs

As part of SBCCOG's program, the SBCCOG may request additional data points to create reports to advocate housing, income and shelter resources to our cities. Data points will include, but are not limited to:

- How long the client has been in their city
- Inflow/Outflow of street homeless individuals and families in the service areas
- Demographic characteristics such as:
 - Race/Ethnicity
 - Income Levels
 - Veteran Status
 - Age
- Point of Contact
- Off-Street Housing Attainment
 - Shelters
 - Hotels/Motels
 - Transitional Housing
 - Shared or Bridge Housing
 - Skilled Nursing Homes
 - Problem Solving
- Detox/Substance Use Treatment/Rehabilitation
- Mental Health Service Referrals
- Other additional information that can provide actionable data outcomes

The SBCCOG will work with the City to gather this information in a flexible and not burdensome manner.

EXHIBIT 4: ACCESS TO SBCCOG FINANCIAL AND RENTAL ASSISTANCE PROGRAMS

The SBCCOG will provide access to its Financial and Rental Assistance Programs (formerly known as Client Aid Flexible Funds), which the SBCCOG has done for our non-profit partners. For example, the SBCCOG will routinely fund security deposits, documents fees, and transportation expenses. As part of distributing the assistance, the SBCCOG requests information on the participant to better understand the situation and their needs. The SBCCOG has created a list of fields we would like to track below, which are also included in our funds request form.

Recommended Fields:

1. Case manager name
2. Individual's first name
3. HMIS ID (if known)
4. Date of Birth and/or Year of Birth
5. Race and ethnicity
6. Gender
7. City of Residence (from LAHSA SPA 8 city list)
8. Housing Status (e.g., shelter, Street, RV/vehicle, couch surfing)
9. Length of homelessness
10. Length of time in current city. If less than one year, include previous location.
11. Other organizations they are working with
12. If family or friends can offer housing
13. Monthly income, income type(s)
14. Work status
15. Eviction history
16. Approximate credit score (if known)
17. If open to shared housing or shelter (congregate, non-congregate)
18. Pets
19. EHV/Housing Voucher status, if applicable
20. Needed documents
21. Self-Assessed Physical Impairment
22. Self-Assessed Mental Health Impairment
23. Case manager observation: "Acknowledging inability to diagnose, may mental health or behavioral health impair individual's ability to meet their housing and/or stability goals?"
24. Substance use (frequency of use, effect of substance use on goals)
25. History of domestic violence
26. Current legal concerns, if any
27. History of Megan's Law