COUNTY OF LOS ANGELES

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Director

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Chief Deputy Director

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BOARD OF SUPERVISORS
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DEPARTMENT OF MENTAL HEALTH

http://dmh.co.la.ca.us

December 30, 2003

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 JAN 13 2004

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVAL AND AUTHORIZATION FOR THE DIRECTOR OF MENTAL HEALTH TO ENTER INTO AN AGREEMENT WITH THE CITY OF HAWTHORNE FOR FISCAL YEAR 2003-2004
AND
APPROVAL OF AN AMENDMENT TO THE DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT WITH THE MENTAL HEALTH ASSOCIATION IN LOS ANGELES COUNTY
AND
APPROVAL OF REQUEST FOR APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2003-2004
SUPERVISORIAL DISTRICT 2
(4 VOTES)

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of Mental Health, or his designee to prepare, sign and execute an Agreement, substantially similar to Attachment I, and execute future amendments that are at no additional cost to the County and necessary to effectuate the agreement between the County of Los Angeles Department of Mental Health (DMH) and the City of Hawthorne, that will be effective upon Board approval so that DMH can receive United States Department of Housing and Urban Development (HUD) Grant funds as a subrecipient.

2. Approve and instruct the Director of Mental Health, or his designee to prepare, sign and execute Amendment No. 5, substantially similar to Attachment II, to the DMH Legal Entity Agreement (Contract No. DMH-01529) with the Mental Health Association in Los Angeles County (MHA). This Amendment shall add $106,863 to the Maximum Contract Amount making the revised Maximum Contract Amount $9,623,939 for Fiscal Year (FY) 2003-2004 only. This Amendment will enable MHA to provide the necessary in-home supportive mental health services to Section 8 tenants who are living in the City of Hawthorne and are at risk of becoming homeless.

3. Approve the Request for Appropriation Adjustment for $107,000 for FY 2003-2004 (Attachment III), fully funded by HUD Grant funds administered by the City of Hawthorne. This will provide DMH with additional spending authority to augment mental health services to mental health consumers and their families.

4. Delegate authority to the Director of Mental Health, or his designee to prepare, sign, and execute future amendments to the MHA Legal Entity Agreement and establish as a new Maximum Contract Amount the aggregate of the original contract and all amendments through and including these amendments provided that: 1) the County's total payments to contractor under the Agreement for each fiscal year shall not exceed a change of twenty percent from the applicable revised Maximum Contract Amount; 2) any increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer or his designee is obtained prior to any such Amendment; 5) the parties may by written amendment mutually agree to reduce programs or services without reference to the twenty percent limitation; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

In April 2003, The City of Hawthorne recognized the unmet need for outreach services to mentally ill Section 8 recipients who were being evicted due to lack of appropriate mental health care and support. Consequently, the City of Hawthorne awarded DMH $106,863 for the provision of outreach services to Section 8 tenants in the City of Hawthorne who are in need of mental health services to avoid becoming homeless. DMH intends to contract with MHA for these services. MHA currently provides consumer-driven outreach services to clients through Project Return: The Next Step.

Approval of the recommended Amendment will enable expansion of this existing service.

The recommended actions will provide critical services to low-income individuals and families with a mental illness on Section 8 in the City of Hawthorne who have been identified as needing mental health services in order to maintain their permanent housing or help them to obtain a more appropriate living arrangement and affordable housing.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the County's first Goal-- "Service Excellence", to: *provide the public with easy access to quality information and services that are both beneficial and responsive.*

FISCAL IMPACT/FINANCING

The Agreement with the City of Hawthorne will not increase net County cost. During FY 2003-2004, the appropriation adjustment of $107,000 is fully funded by HUD Grant funds administered by the City of Hawthorne. The above amount was inadvertently not included in DMH's FY 2003-2004 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In February 2003, the City of Hawthorne issued a Request For Proposals to agencies requesting input for their annual consolidated plan. DMH submitted a proposal and received an award from the City of Hawthorne in April 2003.

The award is to be used for the provision of outreach and linkage services to Section 8 tenants who are at risk of becoming homeless due to a mental illness in the City of Hawthorne. Those tenants requiring ongoing mental health services or crisis intervention will be linked to South Bay Mental Health Center for such services. DMH's Long Beach/South Bay Geographic Initiative and local Housing Consortium will work collaboratively with the City Housing Authority and other social service agencies that assist the targeted population to oversee these services. MHA is a sole source provider selected by DMH due to their expertise in consumer-driven outreach services and their ability to expeditiously provide this level of service.

CONTRACTING PROCESS

MHA, selected as a sole source, is a provider with a proven history of providing in-home and field-based life coaching that maximizes a client's chances of maintaining their housing. MHA is a uniquely qualified contractor in this area with staff trained to provide this level of service. As this vendor was uniquely qualified to provide specialty services for an explicit population, this was not posted on the Office of Small Business' website.

IMPACT ON CURRENT SERVICES

Approval of the requested actions will reduce the likelihood of evictions and subsequent homelessness in the City of Hawthorne to Section 8 tenants with mental illnesses who are at risk of losing their housing due to untreated mental illness.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board's action. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contract Development and Administration Division at (213) 738-4684, when this document is available.

Respectfully submitted,

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

MJS:RK:CK:RL

Attachments (3)

c: Chief Administrative Officer
County Counsel
Chairperson, Mental Health Commission
Auditor-Controller

ATTACHMENT I

CITY OF HAWTHORNE AGREEMENT
WITH
THE COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

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AGREEMENT - PROGRAM YEAR 2003
BETWEEN THE CITY OF HAWTHORNE AND
LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH – LONG BEACH/SOUTH BAY GEOGRAPHIC INITIATIVE
FOR THE USE OF SECTION 8 ADMINISTRATIVE FUNDS

This Agreement, made and entered into by and between the City of Hawthorne, located at 4455 West 126th Street, Hawthorne, CA 90250, hereinafter "CITY", and **Los Angeles County Department of Mental Health – Long Beach/South Bay Geographic Initiative**, located at 550 South Vermont Avenue, Los Angeles, CA 90020, hereinafter "SUBRECIPIENT".

RECITALS

CITY is recipient of funds from the United States Department of Housing and Urban Development (hereinafter "HUD") pursuant to Title I of the Housing and Community Development Act of 1974 (41 U.S.C. 5301-5320) as amended (hereinafter "ACT").

CITY has approved the provision of federal funds, in the amount of **$106,863.00** from Section 8 Administrative funds, under the ACT, to be used by the SUBRECIPIENT as provided in its "Statement of Work", attached hereto as Exhibit A and incorporated herein by reference.

SUBRECIPIENT represents that it shall perform the work as outlined in the Statement of Work pursuant to the Exhibit A attached hereto and incorporated herein by reference.

SUBRECIPIENT warrants that it has the expertise and experience to perform the work set forth in the Statement of Work.

NOW THEREFORE, in consideration of the foregoing recitals and based on the mutual covenants below, the parties hereby agree as follows:

AGREEMENT

A. SUBRECIPIENT'S OBLIGATIONS

1. Scope of Services

   a. Activities See Statement of Work, Exhibit A

b. Levels of Accomplishment Total number of City of Hawthorne persons to be served per year: **40-50**.

2. Time of Performance Said services of the SUBRECIPIENT are to commence on the date of Board Approval by the Los Angeles County Board of Supervisors and shall be completed no later than June 30, 2004. This Agreement does not reimburse any expenditure incurred by the SUBRECIPIENT prior to the date of commencement. This Agreement does not reimburse any expenditure made after the completion date without written authorization to extend the Agreement, but not more than 12 months.

3. Compensation and Method of Payment It is expressly agreed and understood that the total amount to be paid by the CITY shall not exceed **$106,863.00**. This payment shall constitute full and complete compensation for SUBRECIPIENT services under this Agreement. For the purpose of this Agreement, CITY shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Agreement.

   Disbursement of payments to SUBRECIPIENT shall be made by monthly/quarterly reimbursements, contingent upon CITY receipt of Monthly/Quarterly Program Progress Reports for expenditures, which conforms to the Budget Summary, attached hereto as Exhibit B. Expenditures shall be documented with supportive evidence of each expenditure and proof of payment, in accordance with HUD regulations. Payment may be contingent upon certification that the SUBRECIPIENT's financial management system is in accordance with the standards specified in OMB Circular A-110 (Exhibit F).

   All reimbursement requests must be submitted within 30 days following the Agreement end date. Reimbursement requests submitted after 30 days following the Agreement end date will not be reimbursed.

4. Budget Section No more than the amounts specified in the Budget Summary, attached hereto as Exhibit B, may be spent for the separate cost categories specified in the Budget Summary without prior written approval of CITY.

   a. If SUBRECIPIENT is a governmental entity, Office of Management and Budget ("OMB') Circular Nos. A-87, A-128 (24 CFR. PART 44), and with certain sections of 24 CFR. Part 85; or

   b. If SUBRECIPIENT is not a governmental entity, OMB Circular No. A-133, "Audit of Institutions of Higher Education & Other Non-Profit Institutions", as applicable, and certain Attachments to OMB Circular No. A-133. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance under the Agreement.

c. No costs incurred, which exceed approved cost categories, are eligible for reimbursement. Further, no cost shall be incurred or expended prior to full execution of this contract.

5. Use of Funds SUBRECIPIENT agrees to use all funds provided by the CITY to SUBRECIPIENT pursuant to the provisions of this Agreement, the Statement of Work, and Budget Summary and incorporated herein by reference. SUBRECIPIENT's failure to perform as required may, in addition to other remedies set forth in this Agreement, result in readjustment of the amount of funds CITY is otherwise obligated to pay to SUBRECIPIENT under Budget Section of Exhibit B hereof. SUBRECIPIENT agrees to use said funds to pay for necessary and reasonable costs to operate said program. Said amount shall include wages, administrative costs, employee benefits comparable to other similarly situated employees, and other allowable program costs as detailed in the Budget.

6. Budget Modifications The CITY, or their designee, may grant budget modifications to this Agreement when such modifications:

   a. Do not exceed $10,000 per budget cost category;

   b. Are specifically requested by SUBRECIPIENT;

   c. Do not alter the amount of compensation with this Agreement;

   d. Will not change the eligibility of the project goals or scope of services;

   e. Are in the best interests of CITY and SUBRECIPIENT in performing the scope of services under this Agreement; and

   f. When related to salaries, are in accordance with applicable salary ordinances or laws.

   Requests for modifications as described above are subject to review for compliance with the Public Housing Plan, Public Hearing process and Hawthorne City Council approval.

7. Changes in Grant Allocation CITY reserves the right to reduce the grant allocation when CITY's fiscal monitoring indicates that SUBRECIPIENT's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be done after consultation with SUBRECIPIENT. Such changes shall be incorporated into this Contract by written amendments.

8. Joint Funding For programs where there are sources of funds in addition to CDBG funds, SUBRECIPIENT shall provide proof of such funding. CITY shall not pay for any services provided by SUBRECIPIENT which are funded by other sources. All restrictions and/or

requirements provided in this Agreement relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

9. Program Income Transfers of funds by the CITY to the SUBRECIPIENT shall be adjusted according to the principles described in 24 CFR 507.504 (b)(2)(i) and (ii). Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall be paid to the CITY as required by Section A. 11 of this Agreement and 24 CFR 507.503(b).

10. Nonexpendable Property A record shall be maintained for each item of nonexpendable property acquired for this program with CDBG funds. Nonexpendable property shall include tangible personal property having a useful life of more than (1) year and an acquisition cost of $500 or more per unit. Such nonexpendable property shall be tagged and inventoried.

11. Reversion of Assets Upon the termination or expiration of the term of this Agreement, the SUBRECIPIENT shall transfer to the CITY any funds at the time of such termination or expiration and any accounts receivable attributable to the use of funds. Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with funds in excess of twenty five thousand dollars ($25,000.00) shall either be:

    a. Used to meet one of the national objectives stated in 24 CFR 570.901 until five (5) years after termination or expiration of this Agreement, or for such longer period of time as determined to be appropriate by the CITY; or

    b. Disposed of in a manner that results in the CITY'S being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-federal funds for acquisition of, or improvement to, the property.

12. Use of Funds for Entertainment, Gifts or Fund Raising Activities SUBRECIPIENT certifies that it will not use funds provided through this Agreement to pay for entertainment, gifts, or fund-raising activities.

13. Monitoring CITY will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of CITY and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee, and advisory board meetings and observation of on going program functions. SUBRECIPIENT will permit on-site inspection by CITY and HUD representatives and ensure that its employees and board

members furnish such information, as in the judgment of CITY and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

Substandard performance as determined by the CITY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

14. Beneficiary Qualification Persons qualifying for program services on the basis of income, hereinafter referred to as beneficiaries, shall have an annual household gross income equal to or less than HUD Section 8 Income Limits. HUD Section 8 Income Limits for the Los Angeles/Long Beach PMSA define the maximum annual gross income for very low and low-income households. SUBRECIPIENT is responsible for obtaining from CITY the current applicable HUD Section 8 Income Limits.

15. Program Reporting SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD or CITY directives. SUBRECIPIENT shall maintain such property, personnel, financial, and other records and accounts as are considered necessary by CITY or HUD to assure proper accounting for all Agreement funds. All SUBRECIPIENT records, with the exception of confidential client information, shall be made available to representatives of CITY and the appropriate federal agencies.

16. Accounting SUBRECIPIENT must establish and maintain on a current basis an adequate accounting system in accordance with HUD directives and generally accepted accounting principles.

17. Documentation and Recordkeeping

    a. Records to be Maintained The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

        (1) Records providing a full description of each activity undertaken;
        (2) Records required to determine the eligibility of activities;
        (3) Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with Section 8 assistance;
        (4) Records documenting compliance with the fair housing and equal opportunity components of the program;
        (5) Documentation of expenses as identified in the Budget. All expenditures must be documented by receipts, invoices, cancelled checks, inventory records, or

other appropriate documentation for non-personnel cost, and time records for personnel costs, which completely discloses the amount and nature of the expenditures. Financial records as required by 24 CFR part 570.502, and OMB Circular A110; and

(6) Other records necessary to document compliance with Subpart K of 24 CFR 570.

b. Reports

(1) Payment Request Performance Report - SUBRECIPIENT shall submit to the CITY every three (3) months, or as otherwise agreed, quarterly reports, which shall be a statement describing the steps and approaches taken to meet the specified goal of Exhibit A. This report shall include a project activity statement and shall include any program income, any joint funding, and nonexpendable and expendable personal property purchased or leased with funds. These reports must trace the funds award to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable law.

(2) Final Evaluation Report - SUBRECIPIENT shall annually make available for inspection its performance, financial and all other records pertaining to performance of this Agreement to authorized CITY and HUD personnel and allow said personnel to inspect and monitor its facilities and program operations, including the interview of operating agency staff and program participants as required by the CITY. The SUBRECIPIENT agrees to submit all data that are necessary to complete the Consolidated Annual Performance Evaluation Report in accordance with HUD requirements and no later than fifteen (15) days after the expiration of this Contract.

(3) Any such other reports, as the CITY shall require.

c. Retention of Records All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT's office or place of business for the duration of the Agreement and thereafter for five (5) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this agreement to which CITY or any other governmental agency takes exception, shall be retained beyond the five (5) years until resolution or disposition of such appeals, litigation claims, or exceptions.

d. Client Data The SUBRECIPIENT shall maintain the client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, race/ethnicity, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

e. Disclosure The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

f. Closeouts The SUBRECIPIENT's obligation to the CITY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to, making final payments, disposing of program assets, and determining the custodianship of records.

18. Independent Contractor All parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

19. Political Activities The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities as defined in CFR 570.207 (a)(3), lobbying, political patronage, and nepotism activities.

Additionally the SUBRECIPIENT certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, loan, grant or cooperative agreement.

b. If any funds, other than Federal appropriated funds, have been paid or will be paid to any persons 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 this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form LLL. "Disclosure Form to Report Lobbying" in accordance with its instructions.

20. Affirmative Action Plan

a. Provisions of Program Services

(1) SUBRECIPIENT shall not on the basis of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status, or status with regard to public assistance, exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination under any program or activity funded in whole or in part with funds.

(2) SUBRECIPIENT shall not under any program or activity funded in whole or in part with funds, on the basis of race, color, creed, religion, ancestry, national origin or sex, disability, age, marital status:

(i) Deny any facilities, services, financial aid or other benefits provided by the program or activity.

(ii) Provide any facilities, services, financial aid or other benefits, which are different or are provided in a different form from that provided to others under the program or activity.

(iii) Subject to segregated or separate treatment in any facility in or in any matter of process related to receipt of any service or benefit under the program or activity.

(iv) Restrict in any way access to or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

(v) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity.

(vi) Deny an opportunity to participate in a program or activity as an employee.

(3) SUBRECIPIENT may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, creed, religion, ancestry, national origin or sex, disability, age, marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

(4) SUBRECIPIENT, in determining the site or location of housing or facilities provided in whole or in part with funds, may not make selections of such site or location which have the effect of excluding individuals from, denying them the benefits of, or subjecting them to, discrimination on the basis of race, color, creed, religion, ancestry, national origin or sex, disability, age, marital status, or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Civil Rights Act of 1964 and amendments thereto.

(5) (i) In administering a program or activity funded in whole or in part with funds regarding which the SUBRECEPIENT has previously discriminated against persons on the bases of race, color, national origin or sex, the

SUBRECIPIENT must take affirmative action to overcome the effects of prior discrimination.

(ii) Even in the absence of such prior discrimination, a SUBRECIPIENT in administering a program or activity funded in whole or in part with funds should take affirmative action to overcome the effects of conditions which would otherwise result in limiting participation by persons of a particular race, color, creed, religion, ancestry, national origin or sex, disability, age, marital status. Where previous discriminatory practice or usage tends on the basis of race, color, creed, religion, ancestry, national origin or sex, disability, age, marital status, to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which CDBG funding applies, the SUBRECIPIENT has an obligation to take reasonable action to remove or overcome the consequences of the prior discriminatory practice or usage, and to accomplish the purpose of the Civil Rights Act of 1964.

(iii) SUBRECIPIENT shall not be prohibited by this part from taking any eligible action to ameliorate an imbalance in service or facilities provided to any geographic area or specific group of persons within its jurisdiction where the purpose of such action is to overcome prior discriminatory practice or usage.

(6) Notwithstanding anything to the contrary in Sections A. 20, nothing contained herein shall be construed to prohibit any SUBRECIPIENT from maintaining or constructing separate living facilities or rest room facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when a member of the same sex can properly perform institutional or custodial services as the recipients of the services.

b. Employment Discrimination

(1) SUBRECIPIENT shall not discriminate against any employee or application for employment because of race, color, religion, sex, creed, religion, ancestry, national origin, sex, disability, age, or marital status. SUBRECIPIENT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, creed, religion, ancestry, national origin, sex, disability, age, or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training including apprenticeship. SUBRECIPIENT agrees to post in conspicuous place available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(2) SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive

consideration for employment regardless of race, color, religion, sex, creed, religion, ancestry, national origin, sex, disability, age, or marital status.

(3) SUBRECIPIENT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by CITY's contracting officers advising the labor union or workers' representative of SUBRECIPIENT'S commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notices in conspicuous place available to employees and applicants for employment.

(4) SUBRECIPIENT shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) SUBRECIPIENT shall furnish to the CITY all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the related rules, regulations, and orders.

(6) In the event of SUBRECIPIENTS' failure to comply with any rules, regulations, or orders required to be complied with pursuant to this Agreement, CITY may cancel, terminate, or suspend in whole or in part its performance and SUBRECIPIENT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) SUBRECIPIENT shall include the provisions of Section A. 20., "Affirmative Action Policy", Paragraphs (1) through (6) in every sub-contract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. SUBRECIPIENT shall take action with respect to any sub-contract or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event SUBRECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the CITY, SUBRECEPIENT may request the United States to enter into such litigation to protect the interest of the United States.

(8) SUBRECIPIENT shall not discriminate on the basis of age in violation of any provision of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

(9) SUBRECIPIENT shall also provide ready access to and use of all CDBG funds assisted buildings to physically handicapped persons in compliance with the standards established in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) and with the requirements of the Americans with Disabilities Act (ADA).

c. Remedies: In the event of SUBRECIPIENT's failure to comply with any rules, regulations, or orders required to be complied with pursuant to this Agreement, the CITY may cancel, terminate, or suspend in whole or in part its performance and SUBRECIPIENT may be declared ineligible for further government contracts and any such other sanctions as may be imposed and remedies invoked as provided by law.

21. Section 3 Clause

a. The work to be performed under this contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1702u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very-low income persons.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by the execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other constraint that would prevent them from complying with the Part 135 regulations.

c. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the contractor has an agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the SUBRECIPIENT's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The SUBRECIPIENT agrees to include a Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, upon a finding that the subcontractor is in violation of the regulations of 24 CFR Part 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not to circumvent the SUBRECIPIENTS obligations under 24 CFR Part 135.

f. Noncompliance with regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

g. SUBRECIPIENT shall not use funds directly or indirectly in its operations or to employ, award contracts to, otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status of the SUBRECIPIENT or such contractor under the provisions of 24 CFR Part 24.

22. Conflict of Interest In the procurement of supplies, equipment, construction, and services by SUBRECIPIENT, the conflict of interest provisions in Attachment O of OMB Circular No. A-110 and 24 CFR 570.611 shall apply.

23. Condition for Religious Organization SUBRECIPIENT agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations if SUBRECIPIENT is a religious organization.

24. Compliance with Applicable Laws SUBRECIPIENT agrees to comply fully with all applicable Federal, State and local laws, ordinances, regulations, and permits, including but not limited to Federal CDBG financial and contractual procedures incorporated in 24 CFR, Pat 570 and Part 85, Chapter V and OMB Circular Nos. A-122, A-133, and A-110 with Attachments A, B, C, F, H, N, and 0, as set forth in 24 CFR 570.502(b). Said Federal documents are on file in the City of Hawthorne Finance Department, 4455 W. 126th Street, Hawthorne, California, 90250, and are incorporated herein by reference. The SUBRECIPIENT shall secure any new permits required by authorities herein with jurisdiction over the project, and shall maintain all presently required permits. The SUBRECIPIENT shall ensure that the requirements of the California Environmental Quality Act are met for any permits or other entitlements required to carry out the terms of this Agreement.

25. Assignability SUBRECIPIENT shall not assign or transfer any interest in this Agreement, whether by assignment, delegation or novation, without the prior written consent of CITY; provided, however, that claims for money due or to become due to SUBRECIPIENT from CITY under this Agreement may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy, without such approval. Any assignment, delegation or novation other than that as provided above shall be void and inoperative. Notice of any proper assignment or transfer shall be promptly furnished to CITY.

26. Hold Harmless

a. SUBRECIPIENT shall indemnify, defend, save and hold harmless, the City of Hawthorne, including its elected officials, officers, agents and employees against

any claims, liability, judgments, costs or expenses resulting from the wrongful or negligent acts or omissions of SUBRECIPIENT or other parties acting for them in the execution of the services enumerated in this Agreement. SUBRECIPIENT shall designate the City of Hawthorne as an additional named insured under its contract of insurance.

b. Said hold harmless assumption by SUBRECIPIENT shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters and other reasonable costs of investigation and defense.

27. Independent Contractor SUBRECIPIENT agrees that the performance of obligations hereunder is rendered in its capacity as an independent contractor and that it is in no way an employee or agent of the CITY.

28. Licensing SUBRECIPIENT agrees to obtain and maintain all licenses, registrations, accreditation and inspections from all agencies governing its operations. SUBRECIPIENT shall ensure that its staff shall also obtain and maintain all required licenses, registrations, accreditation and inspections from all agencies governing SUBRECIPIENT operations.

29. Insurance

a. SUBRECIPIENT shall maintain in-force: Commercial general liability insurance, all operations, including completed operations, contractual and broad form comprehensive endorsement with combined single limit of $500,000 each occurrence for bodily and/or personal injury, including death and property damage. This policy is to also include an Excess Liability Endorsement with combined single limit of $500,000 each occurrence for bodily and/or personal injury including death and property damage.

b. SUBRECIPIENT shall maintain in-force Workers' Compensation and Employer's Liability Insurance as required by the California Labor Code. Evidence of coverage shall take the form of a Certificate of Insurance or a California Certificate to Self-Insure. Acceptable minimum limits for this coverage are: Workers' Compensation; Statutory in California; Employer's Liability: $1,000,000.

c. Certificates of Insurance. SUBRECIPIENT shall furnish to CITY evidence of any Insurance required by this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California will be provided, indicating that the respective policy(s) meets the following requirements: (1) The City, its officers, employees, and agents shall be named as additional insured on the General Liability Insurance; (2) Insurance shall not be canceled or terminated without 30 days written notice to City; (3) General Liability shall be primary and any insurance held by City for its own protection shall be excess and shall be effective only upon exhaustion of

SUBRECIPIENT's insurance; (4) Insurance shall be maintained for the duration of the Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance as stipulated in this Agreement and all amendments thereto.

30. Uniform Administrative Requirements SUBRECIPIENT shall comply with applicable uniform administrative requirements as described in 24 CFR 570.502.

31 Separation of Accounts All funds received by SUBRECIPIENT from CITY pursuant to this Agreement shall be maintained separate and apart from any other funds of SUBRECIPIENT or of any principal or member SUBRECIPIENT in an account in a federally insured banking or savings and loan institution. No monies shall be withdrawn from such account except for expenditures authorized by this Agreement.

B. CITY OBLIGATIONS

1. Agreement Administration The Director of Housing and Community Development or designee shall have full authority to act for the CITY in the administration of this Agreement, consistent with the provisions contained herein.

2. Payment of Funds CITY shall pay to SUBRECIPIENT from Section 8 funds, when, if, and to the extent such funds are received from HUD under the ACT for the Fiscal Year indicated in Exhibit A for allowable costs (as defined by OMB Circular A-133 Audit of Institutions of Higher Education & Other Non-Profit Institutions) actually incurred for the express purposes specified in Exhibit A, up to a maximum aggregate payment of **$106,863.00** in installments to be determined by CITY. The parties understand and agree that such reimbursement, if any, shall be conditioned upon receipt of said funds by the CITY from HUD, and shall not be charged on any other funds of the CITY. Payment shall be made to SUBRECIPIENT through the submission of periodic invoices, in a form prescribed by CITY, detailing such expenses. CITY shall pay such invoices within thirty (30) days after receipt thereof, provided CITY is satisfied that such expenses have been incurred within the scope of this Agreement and that SUBRECIPIENT is in compliance with the terms and conditions of this Agreement.

3. Audit of Account CITY shall include an audit of the account maintained by SUBRECIPIENT pursuant to Section A. 17 of this Agreement in CITY'S annual audit of all Section 8 funds.

C. MISCELLANEOUS PROVISIONS

1. Termination of Agreement CITY or SUBRECIPIENT may terminate this Agreement by giving written notice to the other party thirty (30) days prior to effective date of termination. Additionally, the CITY shall have the right, in accordance with 24 CFR 85.43, to terminate this Agreement immediately or withhold payment of any invoice for failure of

the SUBRECIPIENT to comply with program requirements. SUBRECIPIENT shall, upon written request, have the right to an appeal process. A copy of the appeal process will be attached to any termination notice. If the CITY finds that the SUBRECIPIENT has violated the terms and conditions of this Agreement, the SUBRECIPIENT may be required to:

a. Repay all monies received from the CITY under this Agreement; and/or

b. Transfer possession of all materials and equipment purchases with grant money to the CITY.

In the case of early termination, a final payment may be made to the SUBRECIPIENT upon receipt of a Final Report and invoices covering eligible costs incurred prior to termination. The total of all payments, including the final payment, shall not exceed the amount specified in this Agreement. All notices to the parties concerning this agreement shall be in writing and shall be sent by certified mail, addressed as follows:

TO CITY:	City of Hawthorne Department of Housing and Community Development 4455 West 126th Street Hawthorne, CA 90250
TO SUBRECIPIENT:	Los Angeles County Department of Mental Health – Long Beach/South Bay Geographic Initiative 550 South Vermont Avenue Los Angeles, CA 90020

2. Exclusivity and Amendment of Agreement This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services of SUBRECIPIENT and provision of funds by CITY and contains all the covenants and agreements between the parties with respect to the conditions of said services and funding in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and SUBRECIPIENT.

3. Laws Governing this Agreement This Agreement shall be governed by and construed in accordance with the laws of the State of California, all applicable Federal statutes and regulations as amended, and all applicable local laws.

4. Severability The invalidity in whole or in part of any provision of this agreement shall not void or affect the validity of any other provisions of this Agreement.

5. Construction of Agreement The provisions of this Agreement and its Exhibits shall be construed as a whole. The captions preceding the text of each section are included only for convenience of reference and shall be disregarded in the construction and interpretation of this agreement.

IN WITNESS WHEREOF, CITY and SUBRECIPIENT have caused this Agreement to be executed by their duly authorized representatives. This contract is effective as of the date of Board Approval by the Los Angeles County Board of Supervisors .

CITY OF HAWTHORNE

by_____
Mayor

by_____
City Clerk

SUBRECIPIENT

by_____
Director

EXHIBIT A
STATEMENT OF WORK

Name/Address of SUBRECIPIENT	LA County Dept of Mental Health – Long Beach/South Bay Geographic Initiative 550 South Vermont Avenue Los Angeles, CA 90020
Project/Activity Title	**County Dept of Mental Health** Activity #

PROJECT/ACTIVITY DESCRIPTION

The City of Hawthorne will refer to the Service Area VIII Housing Coordinator any clients with a suspected mental illness who are at risk of losing their Section 8 housing due to a suspected mental illness. The Housing Coordinator will forward that information to the Mental Health Association who will send a Personal Service Coordinator (PSC) to the client's home, making contact with them to determine the level of need. The PSC will provide outreach and supportive services, including assisting residents with activities of daily living that will enable them to remain living independently. For those residents that are not connected with mental health services, the PSC will refer the resident to South Bay Mental Health Center for a mental health assessment and full scope of services. The PSC may also refer residents to a variety of community services, including 12-Step services and Project Return: The Next Step. The PSC will continue providing outreach and support until other connections have been established within the mental health system.

Estimated Number of City of Hawthorne Households to be served _____ or Persons to be served **40-50**.

EXHIBIT B
BUDGET SUMMARY

Name/Address of SUBRECIPIENT	LA County Dept of Mental Health – Long Beach/South Bay Geographic Initiative 550 South Vermont Avenue Los Angeles, CA 90020
Project/Activity Title	**County Dept of Mental Health** Activity # ____

BUDGET SUMMARY			
		SECTION 8 SHARE	TOTAL COST
1	Personnel/Benefits	$82,005	$82,005
2	Consultant Contract Services		
3	Travel		
4	Space Rental		
5	Utilities		
6	Consumable Supplies	$15,143	$15,143
7	Rental, Lease or Purchase of Equipment		
8	Insurance		
9	Other (administrative fee)	$9,715	$9,715
	TOTAL	**$106,863**	**$106,863**

If costs are to be shared by other sources of funding, including HOME funds from other jurisdictions, identify the source of funding, grantor/agency, and cost category information.

EXHIBIT C
INSURANCE INVENTORY

Name/Address of SUBRECIPIENT	LA County Dept of Mental Health – Long Beach/South Bay Geographic Initiative 550 South Vermont Avenue Los Angeles, CA 90020
Project/Activity Title	**County Dept of Mental Health** Activity # ____

LIABILITY INSURANCE POLICY

Name of SUBRECIPIENT's Insurance Company_____
Effective Dates of Policy_____
Claims Made Policy _____Per Occurrence Policy_____
Limits of Liability_____
Deductibles:
Per Occurrence_____
Annual Aggregate_____

Additional Insured Endorsement Attached Yes __ No __
Certified Copy of Policy Attached Yes __ No __
Certificate of Insurance Attached Yes __ No __

WORKER'S COMPENSATION POLICY

Name of SUBRECIPIENT's Insurance Company_____
Effective Dates of Policy_____
Limits of Liability_____
Underlying Coverage Limits_____

Additional Insured Endorsement Attached Yes __ No __
Certified Copy of Policy Attached Yes __ No __
Certificate of Insurance Attached Yes __ No __

EXHIBIT D
BENEFICIARY QUALIFICATION STATEMENT

Name/Address of SUBRECIPIENT	LA County Dept of Mental Health – Long Beach/South Bay Geographic Initiative 550 South Vermont Avenue Los Angeles, CA 90020
Project/Activity Title	**County Dept of Mental Health** Activity #

This statement must be completed and signed by each person or head of household (legal guardian) receiving benefits from the described project/activity. All information will be kept confidential. Please answer each of the following questions:

1. **Household Size** How many persons are in your household? ___

2. **Household Income** Please calculate the combined gross annual income of all persons in your household from all sources (gross income includes all earned and unearned income of all people in the household, including wages, SSI, TANF, SS, Disability, Child Support and similar income). Circle your combined gross annual income

	Number Of Persons In Your Household							
	1	2	3	4	5	6	7	8
Very Low Income (Not To Exceed)	$19,750	$22,550	$25,400	$28,200	$30,450	$32,700	$34,950	$37,200
Low Income (Not To Exceed)	$31,600	$36,100	$40,600	$45,100	$48,750	$52,350	$55,950	$59,550

3. **Race/Ethnicity** Check all that apply (response is voluntary and is for statistical purposes only)

White _____ African American _____ Asian _____ Filipino _____

Pacific Islander _____ American Indian/Alaskan Native _____ Hispanic _____

4. **Head of Household** Indicate if the head of the household is Male ___ Female ___

ACKNOWLEDGEMENT AND DISCLAIMER

I certify under penalty of perjury that income and household statement made on this form are true.

NAME: _____ **DATE:** _____

ADDRESS: _____ **PHONE:** _____

SIGNATURE: _____

EXHIBIT E
QUARTERLY PROGRAM PROGRESS REPORT

Name/Address of SUBRECIPIENT	LA County Dept of Mental Health – Long Beach/South Bay Geographic Initiative 550 South Vermont Avenue Los Angeles, CA 90020
Project/Activity Title	**County Dept of Mental Health** Activity #

PROGRAM PROGRESS REPORT for the period ending: _____

DIRECT BENEFIT REPORT

Number/characteristics of first time program beneficiaries served this quarter

1. **Household Size** # of households _____ # of persons _____

2. **Household Income** # under 50% MFI _____ # 51% to 80% MFI _____

3. **Race/Ethnicity** (counts include multi race and ethnicity)

   White ____ African American ____ Asian ____ Filipino ____ Pacific Islander ____

   American Indian/Alaskan Native ____ Hispanic ____

4. **Head of Household** # of female headed households _____

Prepared by

Name: _____ Date: _____

Title: _____ Phone: _____

EXHIBIT F
REQUEST FOR REIMBURSEMENT

Name/Address of SUBRECIPIENT	LA County Dept of Mental Health – Long Beach/South Bay Geographic Initiative 550 South Vermont Avenue Los Angeles, CA 90020
Project/Activity Title	**County Dept of Mental Health** Activity # ____

Reimbursement Period: _____ **to** _____

Total Grant Amount	Current Reimbursement	Prior Reimbursements	Total Cumulative Reimbursements	Grant Balance
$	$	$	$	$

I CERTIFY THAT:

a. The City of Hawthorne, as grantee of the Section 8 Program, has not been billed for the costs covered under this invoice
b. Funds have not been received from the Federal Government or expended for such costs under the terms of the Agreement or grant
c. This agency is in full compliance with all applicable provisions under the terms of the Agreement and
d. This agency is in full compliance with all applicable tax laws.

Prepared by

Name: _____ Date: _____

Title: _____ Phone: _____

A detailed breakdown of costs expended must be attached to each Request for Reimbursement.

ATTACHMENT II

CONTRACT NO. DMH-01529

AMENDMENT NO. 5

THIS AMENDMENT is made and entered into this ____day of _____, 2003, by and between the COUNTY OF LOS ANGELES (hereafter "County") and Mental Health Association in Los Angeles County (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated June 17, 2003, identified as County Agreement No. DMH-01529, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year 2003-2004 only, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year 2003-2004 only, County and Contractor intend to amend agreement to add one-time only, United States Department of Housing and Urban Development Grant funds from the City of Hawthorne in the amount of $106,863 to the Maximum Contract Amount for the provision of mental health services to Section 8 tenants who are at risk of becoming homeless due to a mental disability; and

WHEREAS, Contractor has an understanding and agrees that it shall comply with all the terms and conditions of the Agreement, and any and all exhibits referenced within, between the City of Hawthorne and the County of Los Angeles; and

WHEREAS, County and Contractor intend to amend Agreement to add contract monitoring language to protect against contract overruns and require that Contractor notify the County when the Maximum Contract Amount has been incurred up to seventy-five percent (75%), and when the contract is within six months of expiration; and

WHEREAS, County and Contractor intend to amend Agreement to include the Board-mandated Preamble, which is incorporated herein by reference as though fully set forth; and

WHEREAS, County and Contractor agree that the Preamble establishes that the basis for this Agreement is the provision of the highest level of quality services to improve outcomes for children and families, and that the County and its contracting partners are the foundation for the provision of services and must share this commitment to excellence.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph B (Reimbursement For Initial Period) shall be deleted in its entirety and the following substituted therefor:

"B. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed **Nine Million Six Hundred Twenty-Three Thousand Nine Hundred Thirty-Nine** DOLLARS (**$9,623,939**) and shall consist of County,

State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to seventy-five percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 57 (NOTICES).

2. Subparagraph E "Six Months Notification of Agreement Expiration" shall be added to Paragraph 1 (TERMS):

"E. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 57 (Notices)."

3. Financial Summary-4 for Fiscal Year 2003-2004 shall be deleted in its entirety and replaced with Financial Summary-5 for Fiscal Year 2003-2004, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary-4 for Fiscal Year 2003-2004 shall be deemed amended to state "Financial Summary-5 for Fiscal Year 2003-2004."

4. The provisions of Attachment IX, Preamble, attached hereto and incorporated herein by reference, shall be added to the Agreement.

5. Contractor shall provide services in accordance with the Contractor's Fiscal Year 2002-2003 Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.

6. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

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

By _____
Principal Deputy County Counsel

MENTAL HEALTH ASSOCIATION IN LOS ANGELES COUNTY
CONTRACTOR

By _____

Name Richard Van Horn

Title Executive Director

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

RBLs H: MHA_03-04superAmend5

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.

COUNTY OF LOS ANGELES

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

COUNTY OF LOS ANGELES

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

ATTACHMENT III

BOARD OF SUPERVISORS OFFICIAL COPY

76R 352M (11/83)

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 435

DEPARTMENT OF MENTAL HEALTH

19

AUDITOR-CONTROLLER.
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

4 - VOTES

SOURCES:
Department of Mental Health
Mental Health Services
A01-MH-20500-9374
$ 107,000 cy

USES:
Department of Mental Health
Services & Supplies
A01-MH-20500-2000
$ 107,000 cy

This adjustment is requested to increase the appropriation for Services and Supplies to provide additional spending authority for the Mental Health Association in Los Angeles. This appropriation adjustment is fully funded by the City of Hawthorne. There is no net County cost.

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

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR — ACTION
✓ RECOMMENDATION

AUDITOR-CONTROLLER BY Conn
NO. 170 Dec. 29 2003

APPROVED AS REQUESTED ✓ AS REVISED
12/30/03 19
CHIEF ADMINISTRATIVE OFFICER

APPROVED (AS REVISED): 19
BOARD OF SUPERVISORS
BY
DEPUTY COUNTY CLERK

SEND 5 COPIES TO THE AUDITOR-CONTROLLER