

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

GLORIA MOLINA
MARK RIDLEY-THOMAS
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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax: (213) 386-1297

May 29, 2012

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

38 May 29, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVAL TO RENEW THE STATE OF CALIFORNIA – DEPARTMENT OF REHABILITATION
COOPERATIVE AGREEMENT FOR
FISCAL YEARS 2012-13, 2013-14, AND 2014-15
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to renew the Cooperative Agreement with the State of California – Department of Rehabilitation which will enable 9 Legal Entity contract providers and 17 directly operated adult mental health clinics to continue providing vocational and employment services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to sign and execute four (4) original copies of the Cooperative Agreement Number 28491 (Cooperative Agreement) with the State of California – Department of Rehabilitation (State DOR), substantially similar to Attachment I, for Fiscal Years (FYs) 2012-13, 2013-14, and 2014-15. Under the terms of the Cooperative Agreement 9 Legal Entity (LE) contract providers and 17 directly-operated adult mental health clinics listed in Attachment II will provide vocational and employment services to Department of Mental Health (DMH) clients. The Cooperative Agreement leverages \$650,181 of County General Funds (CGF), \$248,008 of Mental Health Services Act (MHSA) funds, and \$214,251 of the monetary value of certified DMH staff time commitments for a total of \$1,112,440, to match \$3,961,311 of federal funds administered by State DOR, for a total annual program amount of \$5,073,751. The terms of this Agreement will be effective July 1, 2012, through June 30, 2015.

2. Adopt the Resolution and instruct the Chairman of your Board and the Executive Officer, Board

of Supervisors, to certify and sign two (2) Resolutions (Attachments III and IV).

3. Delegate authority to the Director, or his designee, to sign, and execute future Agreements through the amendments process to add existing and qualified Contracted Agencies to the Cooperative Agreement and future amendments or modifications to the Cooperative Agreement to incorporate changes released by the State DOR provided that: 1) approval by County Counsel is obtained prior to any such amendments or modifications, and 2) the Director, or his designee, notifies your Board and the Chief Executive Office (CEO) of agreement changes in writing within 30 days after the execution of each amendment.

4. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments or modifications with the nine (9) existing LE contractor providers listed in Attachment II and establish as a new Maximum Contract Amount (MCA) the aggregate of the original agreements and all amendments provided that: 1) the County's total payments to each Contractor under Agreement for each fiscal year will not exceed an increase of ten percent from the applicable MCA; 2) any such increase will be used to provide additional services or to reflect program changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval by County Counsel is obtained prior to such amendment; 5) the parties may, by written amendment, mutually agree to reduce programs or services without reference to the ten percent limitation; and 6) the Director, or his designee, notifies your Board and the CEO of any changes, in writing, within 30 days after execution of any amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The State DOR Cooperative Agreement provides for administrative oversight of the Cooperative Agreement and for the provision of vocational and employment services to DMH clients by the identified 9 LE contractors and 17 DMH directly-operated clinics. DMH and State DOR will combine both staff and financial resources to provide an integrated program of vocational rehabilitation services for mutual consumers of both agencies. The services provided include vocational assessments, assistance with learning employment seeking skills training, job placement and other supportive services that assist clients to obtain and maintain employment.

The current Cooperative Agreement with the State DOR will expire on June 30, 2012. Board approval of the recommended actions will ensure continuation of vocational and employment services to DMH clients.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

DMH's funding for the Cooperative Agreement for FYs 2012-13, 2013-14, and 2014-15 is a combination of MHSA and CGF funds from LE contractors' MCA, DMH CGF, and the monetary value of certified DMH staff time commitments. Under the terms of the Cooperative Agreement, DMH is required to transfer cash funds or document the monetary value of certified staff time and administrative overhead costs in order for State DOR to access federal vocational rehabilitation dollars. The monetary value of certified time is based on DMH staff salaries for time spent to

administer the Agreement and provide liaison services and the administrative overhead costs as determined by the Auditor-Controller.

The nine (9) LE contractors identified in the Cooperative Agreement (Attachment V) will enact separate agreements with State DOR for direct reimbursement of their vocational and employment service program costs. These LE providers have participated in previous agreements with State DOR for vocational and employment services. During their initial participation in a Cooperative Agreement, they agreed to reduce CGF and/or MHSA funds in the LE Agreements so those funds could be transferred to the State to leverage the federal funds.

The County's contribution to the Cooperative Agreements for FYs 2012-13, 2013-14, and 2014-15 are funded by \$248,008 in MHSA funds and \$585,759 in CGF from the LE contractors (Attachment V) for a total of \$833,767. The \$833,767 is combined with \$214,251 of the monetary value of certified DMH staff time commitments, estimated administrative overhead costs, and \$64,422 of DMH CGF (a total of \$650,181 CGF) for a total County contribution of \$1,112,440. The County's contribution of \$1,112,440 is used by State DOR to match \$3,961,311 in federal funds administered by State DOR for an annual program total of \$5,073,751 for FYs 2012-13, 2013-14, and 2014-15, as detailed in Attachment VI.

The Cooperative Agreement is a zero payment of expenditure agreement with State DOR. The County payment of \$833,767 to the State DOR and the \$214,251 staff costs to be certified to State DOR, for a total of \$1,112,440, is included in the DMH FY 2012-13 Recommended Budget. Funding for each future fiscal year will be requested as part of DMH's annual budget process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DMH has participated in a Cooperative Agreement with State DOR since 1991 to provide vocational and employment services for individuals who have a mental illness. These services include vocational assessments provided by DMH directly-operated clinics and LE contract providers. The LE contract providers also assist clients with obtaining and maintaining employment. Approximately 2,000 clients are served through the Cooperative Agreement Program each fiscal year.

The Cooperative Agreement expressly provides that the County has no obligation to pay for expenditures beyond the contract amount. There is a zero payment of expenditure agreement with State DOR. The LE contract providers will submit invoices to State DOR reflecting actual costs for providing services and receive payment directly from State DOR.

The key terms and conditions of the Cooperative Agreement have been reviewed and approved as to form by County Counsel. DMH will administer the Cooperative Agreement to ensure that vocational and employment services are provided and that the Cooperative Agreement provisions and Departmental policies are followed.

CONTRACTING PROCESS

Federal and State law allows for DMH and State DOR to enter into the Cooperative Agreement to

provide services as designated without requiring the use of a solicitation or bidding process. Agencies interested in entering into a Cooperative Agreement were invited by State DOR to submit proposals for consideration. Upon mutual approval by DMH and State DOR, an agency will be added to the Cooperative Agreement through the amendment process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow continuation of provision of vocational and employment services to clients without interruption by DMH's directly-operated clinics and LE contract providers throughout the County of Los Angeles. These services will continue to ensure that clients receive the necessary support to obtain and maintain employment which is critical to their recovery and independence.

CONCLUSION

DMH is required to submit the original executed Resolutions to State DOR. It is requested that the Executive Officer, Board of Supervisors, notify the DMH Contracts Development and Administration Division at (213) 738-4684 when these documents are available.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "MJ Southard". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:MM:MF:alm

Enclosures

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

ATTACHMENT I

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER
28491
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Rehabilitation

CONTRACTOR'S NAME

Los Angeles County Department of Mental Health

2. The term of this

Agreement is: **July 1, 2012** through **June 30, 2015**

3. The maximum amount

of this Agreement is: **\$0.00** Cash Match: **\$2,694,567** Certified Expenditure: **\$642,753**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

CFDA #84.126A State Vocational Rehabilitation Services Program

Exhibit A - Scope of Work	1 page
Exhibit A.1 - Contractor's Program Scope of Work	7 pages
Exhibit B - Budget Detail and Payment Provisions	3 pages
Exhibit B.1 - Contractor's Program Budget and Narrative	11 pages
Exhibit C* - General Terms and Conditions	GTC 610 (Dated 06/09/10)
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	6 pages
Exhibit E - Additional Provisions - Federally Funded Agreements	3 pages
Exhibit F - Additional Provisions - Cooperative/Case Service Agreements	3 pages
Exhibit G - Additional Provisions - Contract Monitoring & Transportation	1 page

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ois.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Los Angeles County Department of Mental Health		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Marvin J. Southard, D.S.W., Director of Mental Health		
ADDRESS		
CHEERD-695 South Vermont Ave., 10th Floor, Los Angeles, CA 90005 Billing: 550 South Vermont Ave., 8th Floor, Los Angeles, CA 90020		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Rehabilitation		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Simone Dumas, Chief, Contracts and Procurement Section		
ADDRESS		
721 Capitol Mall, 6th Floor, Sacramento, CA 95814		

Exempt per: **SCM 4.04.5b**

EXHIBIT A
(Standard Agreement - Subvention)

SCOPE OF WORK

1. PURPOSE

Subvention: VR Third Party Cooperative/Case Agreements: Cooperative Mental Health
Los Angeles County Department of Mental Health

2. AUTHORITY

Legislation: Rehabilitation Act of 1973, as amended, Title 1, Parts A and B, Sec. 100-111,
29 U.S.C. 720-731.

Regulations: 34 CFR 371

Catalog of Federal Domestic Assistance Number: CFDA 84.126A

3. CONTRACT REPRESENTATIVES

The Contractor shall direct all inquiries during the term of this agreement to the **DOR Contract Administrator** listed herein:

Department of Rehabilitation

Teri Hart
5120 W. Goldleaf Circle
Suite 360
Los Angeles, Ca 90056
(323) 298-2508
tthart@dor.ca.gov

Los Angeles County

Maria Funk, PhD
CHEERD
695 So. Vermont, 10th Floor
Los Angeles, CA 90005
(213) 251-6582
mfunk@dmh.lacounty.gov

Lise Ruiz, LCSW
CHEERD
695 So. Vermont, 10th Floor
Los Angeles, CA 90005
(213) 251-6582
lruiz@dmh.lacounty.gov

4. DESCRIPTION OF SERVICES/DELIVERABLES

See Attached - EXHIBIT A.1

**EXHIBIT A.1
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF CALIFORNIA
DEPARTMENT OF REHABILITATION
AND THE
LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH**

SCOPE OF WORK

I. INTRODUCTION

The Los Angeles County Department of Mental Health (LACDMH) and the California State Department of Rehabilitation (DOR) will combine both staff and financial resources to provide an integrated program of vocational rehabilitation services for individuals with severe psychiatric disabilities (hereinafter referred to as consumers) who are mutually served by LACDMH and DOR and who reside in Los Angeles County.

DOR services will be provided by the following Districts: Van Nuys/ Foothill, Greater Los Angeles (GLAD), LA South Bay, and Orange/ San Gabriel.

The County operated clinics and the local DOR staff will work collaboratively to provide services to mutual consumers. Because local relationships vary from clinic to clinic, each local collaborative partnership may be formalized by a written Memorandum of Understanding (MOU). These MOUs will identify local clinic and DOR staff positions to work collaboratively in this process. The MOUs will also outline how each local collaborative partnership will deliver services. This will include a description of the outreach and referral process, assessment, eligibility, Individualized Plan for Employment (IPE) development, IPE progress and monitoring, employment services, education supports, and expected outcomes.

Administrative support to the Cooperative program and the associated MOUs and case service contracts will be provided by the administrative staff of the LACDMH. Administrative Support will be provided and accounted for in Certified Time.

Liaison support will be provided by various staff within the county-operated clinics and will be provided consistent with the MOU in place between each

clinic and the local DOR district. This will also be counted as certified time. Cooperative Liaison staff will serve as a conduit for information between the local clinic staff and the local DOR district staff, and serve as the clinic representative in Cooperative program meetings and staffings with the local DOR liaison staff. Staff will also facilitate the provision of county mental health records to the DOR counselor to aid in the DOR consumer's eligibility determination and level of severity of disability for DOR services.

Nine (9) legal entity providers, one of which has two community-based case service contractors will provide consumers with vocational assessment, work adjustment, personal vocational and social adjustment, occupational skills training and employment services. Three (3) of these programs are for transitional youth (ages 15-21). Included also will be the availability of services to those individuals whose primary language is other than English, e.g. Spanish, Vietnamese, Korean, and Chinese.

The four DOR Districts' staffs will collaborate with their counterparts from the local LACDMH County operated clinics and the case service contractors to identify, assess, place and support program consumers. Representatives from these agencies will work collaboratively including meeting regularly to discuss the program's progress and to staff cases. Staffs of both agencies will participate in cross training and in-service training programs for the purpose of increasing their capacity to work together and with consumers served by this cooperative effort.

DOR District	County Mental Health Clinic	CSC Provider
South Bay	South Bay M.H Center Compton M.H. Center W. Central M.H. Center San Pedro M.H. Center Augustus F. Hawkins M.H. Center Long Beach M.H. Center Harbor UCLA Medical Center	L.A. Child Guidance Clinic Pacific Clinics/Portals MHA LA - The Village Didi Hirsch Community Psychiatric Ser.
Greater LA	Hollywood M.H. Center Edelman Westside M.H. Center American Indian Counseling Ctr Rio Hondo M.H. Center	Step Up on Second Street, Inc. Didi Hirsch Community Psychiatric Ser. Pacific Clinics/Portals Asian Pacific Counseling & Treatment Center MHA LA - The Village
Van Nuys	San Fernando M.H. Center West Valley M.H. Center Santa Clarita M.H. Center Antelope Valley M.H. Center Palmdale M.H. Center	New School for Child Development Dubnoff Center for Child Development and Educational Therapy, Inc. San Fernando CMHC, Inc MHA LA - Antelope Valley Pacific Clinics/Portals
Orange San Gabriel	Arcadia M.H. Center	Pacific Clinics/Portals

Case service contract providers often provide services across DOR district boundaries. During fiscal year 2012-2013, there will be a total of 2400 unduplicated DOR consumers served through this cooperative agreement. A total of 850 new referrals will be made to the Department of Rehabilitation, 650 Individual Plans for Employment and 329 cases will be successfully closed.

During fiscal year 2013-2014, there will be a total of 2400 unduplicated DOR consumers served through this cooperative agreement. A total of 850 new referrals will be made to the Department of Rehabilitation, 650 Individual Plans for Employment and 329 cases will be successfully closed.

During fiscal year 2014-2015, there will be a total of 2400 unduplicated DOR consumers served through this cooperative agreement. A total of 850 new referrals will be made to the Department of Rehabilitation, 650 Individual Plans for Employment and 329 cases will be successfully closed.

II. SERVICES TO BE PROVIDED

A. Vocational Assessment

Vocational assessment services will also be provided through case service contract providers. The specific program detail will be described in each agency's case service contract. Referral for vocational assessment services to a case service contract agency will be provided in writing by the DOR counselor.

Service Outcomes and Numbers to be Served

During fiscal year 2012-2013 there will be 178 unduplicated consumers provided with Vocational Assessment services through the case service contracts funded by this agreement.

During fiscal year 2013-2014 there will be 178 unduplicated consumers provided with Vocational Assessment services through the case service contracts funded by this agreement.

During fiscal year 2014-2015 there will be 178 unduplicated consumers provided with Vocational Assessment services through the case service contracts funded by this agreement.

B. Personal Vocational and Social Adjustment Services

1. Description of Services

Individual case service contractors throughout Los Angeles County, identified in this contract, will provide Personal Vocational and Social Adjustment services. The specific program detail will be defined in the agency's case service contract. Referrals for this service will be by written authorization by the DOR counselor.

Service Outcomes and Numbers to be Served

During fiscal years 2012-2013 there will be 67 unduplicated consumers provided with Personal Vocational and Social Adjustment services through the case service contracts funded by this agreement.

During fiscal years 2013-2014 there will be 67 unduplicated consumers provided with Personal Vocational and Social Adjustment services through the case service contracts funded by this agreement.

During fiscal years 2014-15 there will be 67 unduplicated consumers provided with Personal Vocational and Social Adjustment services through the case service contracts funded by this agreement.

C. Work Adjustment Services

1. Description of Services

Individual case service contractors throughout Los Angeles County, identified in this contract, will provide Work Adjustment services. The specific program detail will be defined in each agency's case service contract. Referrals for this service will be by written authorization by the DOR counselor.

Service Outcomes and Numbers to be Served

During fiscal years 2012-2013 there will be 231 unduplicated consumers provided with Work Adjustment services through the case service contracts funded by this agreement.

During fiscal years 2013-2014 there will be 231 unduplicated consumers provided with Work Adjustment services year through the case service contracts funded by this agreement.

During fiscal years 2014-15 there will be 231 unduplicated consumers provided with Work Adjustment services through the case service contracts funded by this agreement.

D. Employment Services

1. Description of Services

Individual case service contractors throughout Los Angeles County, identified in this contract will provide Employment Services. The specific program detail will be defined in each agency's case service contract. Referrals for this service will be by written authorization by the DOR counselor.

Service Outcomes and Numbers to be served

During fiscal years 2012-2013 there will be 658 unduplicated DOR consumers provided with Employment Services through individual case service contractors. Of those 658, 447 consumers are expected to be placed in employment consistent with their IPE. Of the 447 consumers placed, a total of 329 DOR consumers will retain employment for a minimum of 90 days resulting in a successful employment closure.

During fiscal years 2013-2014 there will be 658 unduplicated DOR consumers provided with Employment Services through individual case service contractors. Of those 658, 447, consumers are expected to be placed in employment consistent with their IPE. Of the 447 consumers placed, a total of 329 DOR consumers will retain

employment for a minimum of 90 days resulting in a successful employment closure.

During fiscal years 2014-2015 there will be 658 unduplicated DOR consumers provided with Employment Services through individual case service contractors. Of those 658, 447 consumers are expected to be placed in employment consistent with their IPE. Of the 447 consumers placed, a total of 329 DOR consumers will retain employment for a minimum of 90 days resulting in a successful employment closure.

E. Occupational Skills Training

1. Description of Services

Individual case service contractor throughout Los Angeles County, identified in this contract, will provide Occupational Skills Training services. The specific program detail will be defined in each agency's case service contract. Referrals for this service will be by written authorization by the DOR counselor.

Service Outcomes and Numbers to be Served

During fiscal year 2012-2013, there will be 30 unduplicated consumers provided with Occupational Skills Training through the case service contract funded by this agreement.

During fiscal year 2013-2014, there will be 30 unduplicated consumers provided with Occupational Skills Training through the case service contract funded by this agreement.

During fiscal year 2014-2015, there will be 30 unduplicated consumers provided with Occupational Skills Training through the case service contract funded by this agreement.

III. Contract Administrators

Department of Rehabilitation	LA County Department of Mental Health
Teri Hart 5120 Goldleaf Circle Drive Suite 360 Los Angeles, California 90056 (323) 298-2508 Fax : (323) 298-2518 tthart@dor.ca.gov	Maria Funk, PhD CHEERD, 695 So. Vermont 10 th Floor Los Angeles, Ca 90005 (213) 251-6582 Fax: (213) 637-2336 Mfunk@dmh.lacounty.gov Lise Ruiz, LCSW CHEERD, 695 So. Vermont 10 th Floor Los Angeles, Ca 90005 (213) 251-6579 Fax: (213) 637-2336 Lruiz@dmh.lacounty.gov

IV. Linkage to Other Community Agencies

LACDMH and DOR will utilize linkages including local Workforce Investment Boards, Work Source (One Stop) centers, community colleges, adult schools, regional occupational programs, local chambers of commerce, and employer and client advocacy organizations in order to maximize resources and to increase the quality and quantity of consumers who become successfully employed.

V. In-Service Training

LACDMH in conjunction with the DOR will conduct ongoing in-service training opportunities for LACDMH, DOR and case service contract agency staff. In addition, training and technical assistance will be provided and or funded by LACDMH and/or DOR. Training will be based on the identified needs of programs, consumers and LACDMH and DOR staff. Cross training will be provided at the local level as per individual MOU regarding each agency's services, regulations, policies and procedures.

EXHIBIT B
(Standard Agreement - Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Zero Dollar Payment of Expenditure with Match

This is a zero dollar payment of expenditure cooperative agreement which includes Cash Match, Certified Expenditure Match or both. The attached Program Budget and Match Summary identifies the amount and the source of the Contractor's share of costs for this agreement.

B. Appropriate Match

Cash or Certified expenditure match must be from a non-federal source.

C. Travel Reimbursements

The Contractor agrees that all travel expenses and per diem rates for its employees under this agreement shall be certified at actual costs not to exceed the Department of Personnel Administration (DPA) designated rates for excluded employees. (www.dpa.ca.gov). No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from the DOR, Contractor will provide purpose, destinations, dates of travel, proof of actual receipts and payments for travel costs, i.e., lodging/mileage, and per diem costs in support of travel expenditures under this agreement.

2. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement

with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE AGREEMENT

Agreements awarded by the Department shall be subject to actual costs for services rendered under this agreement. Allowable costs under this agreement must meet the following general criteria:

The allowable cost must:

- Be generally recognized and necessary for the operation of the Contractor's organization
- Be reasonable for the performance of the agreement, including acceptable sound business practices
- Be subject to the terms and conditions of the agreement and approved DOR budgeted line items
- Not be used for general expenses required to carry out other responsibilities of the Contractor, and
- Be properly supported.

Documenting and supporting the distribution of personnel activity to the agreement is required. The Contractor agrees to comply with the OMB Circular applicable to its organization regarding documentation for the support of personnel activity chargeable to the agreement.

5. ACCOUNTING SYSTEM REQUIREMENTS

- A. Contractor must maintain an appropriate cost accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations. The Contractor's financial management system shall provide:
- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
 - Records that identify adequately the source and application of funds for federally sponsored activities.
 - Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the award.
 - Accounting records including cost accounting records that are supported by source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable Office of Manage

**Exhibit B.1
Los Angeles County
Department of Mental Health**

**Program Budget and Match Summary
July 1, 2012 - June 30, 2015**

	<u>FY 2013</u> <u>TOTALS</u>	<u>FY 2014</u> <u>TOTALS</u>	<u>FY 2015</u> <u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$4,859,500	\$4,859,500	\$4,859,500
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)			
TOTAL FEDERAL COSTS	\$4,859,500	\$4,859,500	\$4,859,500
Certified Match (If applicable)	\$214,251 25.00%	\$214,251 25.00%	\$214,251 25.00%
Total Federal Share	\$642,650 75.00%	\$642,650 75.00%	\$642,650 75.00%
Cash Match (If applicable)	\$898,189 21.3%	\$898,189 21.3%	\$898,189 21.3%
Total Federal Share	\$3,318,661 78.7%	\$3,318,661 78.7%	\$3,318,661 78.7%
TOTAL STATE MATCH	\$1,112,440	\$1,112,440	\$1,112,440

Cooperative agency certified match expenditure and cash match expenditure must be from non-federal funds and cannot be used to draw down other federal funds. The cash match expenditure must equal at least 21.3% of the designated share and the certified match expenditure must equal at least 25% of the designated share.

This Section For DOR Use Only			
	Year 1	Year 2	Year 3
Certified match minimum contribution amount at 25%	\$1,619,833	\$1,619,833	\$1,619,833
Cash match minimum contribution amount at 21.3%	\$1,035,074	\$1,035,074	\$1,035,074

**Exhibit B.1
Department of Mental Health
Los Angeles County**

**DOR Program Budget
July 1, 2012 - June 30, 2015**

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FY 2013 TOTAL</u>	<u>FY 2014 TOTAL</u>	<u>FY 2015 TOTAL</u>
Rehabilitation Team Unit 1 FTE = \$110,377	Units	9.30	9.30	9.30
		\$1,026,506	\$1,026,506	\$1,026,506
Case Services (Individual Consumer Expenses)		393,691	393,691	393,691
	SUBTOTAL	\$1,420,197	\$1,420,197	\$1,420,197
Case Service Contract(s):				
<u>See attached list</u>		\$3,439,303	\$3,439,303	\$3,439,303
TOTAL DOR PROGRAM COST		\$4,859,500	\$4,859,500	\$4,859,500

Case Service Contract break out LA CMH 2012-15

	Case Service Contract Amounts	County Match Referred to a CSC
Didi Hirsch Community Psychiatric Services	\$301,893	\$84,303
Dubnoff Center for Child Development and Educational Therapy, Inc.	\$319,937	\$76,494
Los Angeles Child Guidance Clinic	\$134,145	\$28,573
Mental Health America of Los Angeles	\$964,306	\$272,483
Pacific Clinics / Portals	\$611,809	\$130,315
San Fernando Valley Community Mental Health Inc.	\$549,086	\$128,154
Special Service for Groups	\$185,304	\$44,305
Step Up on Second Street, Inc.	\$162,271	\$38,798
The Help Group Child and Family Center	\$210,552	\$50,342
TOTALS	\$3,439,303	\$839,767

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET
 July 1, 2012 - June 30, 2015

Los Angeles County Department of Mental Health
 550 South Vermont Ave., 10th Floor
 Los Angeles, CA 90020

Cooperative agency agrees it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds.

Item Expenditure	Fiscal Year 2012/13			Fiscal Year 2013/14			Fiscal Year 2014/15		
	Amount	Percentage	Amount	Percentage	Amount	Percentage	Amount	Percentage	
PERSONNEL									
Cooperative Program Chief	\$198,048.00	7.00%	\$198,048.00	7.00%	\$198,048.00	7.00%	\$198,048.00	7.00%	
Vocational Services Manager	\$162,204.00	14.00%	\$162,204.00	14.00%	\$162,204.00	14.00%	\$162,204.00	14.00%	
Vocational Services Manager Supervisor I	\$133,512.00	61.00%	\$133,512.00	61.00%	\$133,512.00	61.00%	\$133,512.00	61.00%	
Cooperative Data Coordinator	\$62,220.00	6.00%	\$62,220.00	6.00%	\$62,220.00	6.00%	\$62,220.00	6.00%	
Cooperative Contracts Analyst	\$122,760.00	1.00%	\$122,760.00	1.00%	\$122,760.00	1.00%	\$122,760.00	1.00%	
Cooperative Secretary	\$66,456.00	4.00%	\$66,456.00	4.00%	\$66,456.00	4.00%	\$66,456.00	4.00%	
Rehabilitation Liaison	\$126,144.00	4.50%	\$126,144.00	4.50%	\$126,144.00	4.50%	\$126,144.00	4.50%	
Rehabilitation Liaison	\$119,184.00	4.50%	\$119,184.00	4.50%	\$119,184.00	4.50%	\$119,184.00	4.50%	
Rehabilitation Liaison	\$126,144.00	4.50%	\$126,144.00	4.50%	\$126,144.00	4.50%	\$126,144.00	4.50%	
Rehabilitation Liaison	\$119,472.00	4.50%	\$119,472.00	4.50%	\$119,472.00	4.50%	\$119,472.00	4.50%	
Rehabilitation Liaison	\$126,144.00	2.25%	\$126,144.00	2.25%	\$126,144.00	2.25%	\$126,144.00	2.25%	
Rehabilitation Liaison	\$75,348.00	2.25%	\$75,348.00	2.25%	\$75,348.00	2.25%	\$75,348.00	2.25%	
Rehabilitation Liaison	\$110,148.00	4.50%	\$110,148.00	4.50%	\$110,148.00	4.50%	\$110,148.00	4.50%	
Rehabilitation Liaison	\$126,144.00	4.50%	\$126,144.00	4.50%	\$126,144.00	4.50%	\$126,144.00	4.50%	
Rehabilitation Liaison	\$126,144.00	4.50%	\$126,144.00	4.50%	\$126,144.00	4.50%	\$126,144.00	4.50%	
Rehabilitation Liaison	\$77,412.00	4.50%	\$77,412.00	4.50%	\$77,412.00	4.50%	\$77,412.00	4.50%	
Rehabilitation Liaison	\$122,760.00	4.50%	\$122,760.00	4.50%	\$122,760.00	4.50%	\$122,760.00	4.50%	
Rehabilitation Liaison	\$75,348.00	4.50%	\$75,348.00	4.50%	\$75,348.00	4.50%	\$75,348.00	4.50%	
Rehabilitation Liaison	\$77,412.00	2.25%	\$77,412.00	2.25%	\$77,412.00	2.25%	\$77,412.00	2.25%	
Rehabilitation Liaison	\$56,052.00	2.25%	\$56,052.00	2.25%	\$56,052.00	2.25%	\$56,052.00	2.25%	
Personnel Subtotal	\$183,970.29		\$183,970.29		\$183,970.29		\$183,970.29		
OPERATING EXPENSES									
Operating Subtotal									
Personnel and Operating Subtotal	\$183,970.29		\$183,970.29		\$183,970.29		\$183,970.29		
Indirect Cost Percentage	16.46%		16.46%		16.46%		16.46%		
Indirect Cost Total	\$30,280.22		\$30,280.22		\$30,280.22		\$30,280.22		
TOTAL EXPENDITURES "CERTIFIED"	\$214,251		\$214,251		\$214,251		\$214,251		

EXHIBIT B.1

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH

COOPERATIVE AGREEMENT CERTIFIED EXPENDITURE BUDGET NARRATIVE

PERSONNEL

The following personnel will be assigned to the Cooperative program. These personnel will function for a specified portion of their time in a Vocational Rehabilitation (VR) role, and that portion of their time will be certified for use by DOR for general matching purposes. (See Cooperative Agency Certified Budget Summary.) The VR role addresses the provision of specific VR services, which are other than the traditional roles/services of the Cooperative Agency. The following identifies the difference in function between the personnel's Cooperative Agency and VR roles (which constitute a "new pattern of service").

All of the staff positions listed below are based on a 40 hour work week. Employees receive various benefits including: Retirement, medical, dental, life insurance, long/short term disability, healthcare spending plans.

<u>Cooperative Agency Functions</u>	<u>Cooperative Program Functions</u>
MH Clinical District Chief <ul style="list-style-type: none">• Directs the administration for Countywide Housing, Employment and Education Resource Development Division (CHEERD).• Develops and monitors the annual budget for CHEERD programs.• Plans, assigns, and directs	Cooperative Program Chief <ul style="list-style-type: none">• Serves as contract administrator of the cooperative contract between LACDMH and DOR.• Supervises administrative staff providing support to the Cooperative program under cooperative auxiliary services.• Participates in the negotiation

<p>the work of the programs under CHEERD.</p>	<p>of the Cooperative contract.</p> <ul style="list-style-type: none"> • Participates in quarterly Cooperative administrative meetings, as appropriate. • Communicates with District Chiefs and Deputies regarding Cooperative program activities. • Completes Cooperative program time records monthly.
<p>MH Clinical Program Head</p> <ul style="list-style-type: none"> • Provides administrative oversight of the Countywide Temporary Shelter Bed Program, the MHSA Innovations Integrated Mobile Health Team, Countywide Employment and Education services and the Projects for Assistance in Transition from Homelessness (PATH) programs. 	<p>Vocational Services Manager</p> <ul style="list-style-type: none"> • Supervises the Vocational Services Supervisor. • Participates in quarterly Cooperative administrative meetings. • Participates in the negotiation of the Cooperative contract. • Completes Cooperative program time records monthly. • Works with LACDMH Contracts Division on Cooperative Board Letter

<p>MH Analyst II</p> <ul style="list-style-type: none"> • Assists with the oversight of the PATH Grant • Monitors CHEERD's encumbrances and assists with resolving any fiscal related issues with the Budget Officer and Financial Service Bureau Managers. • Develops program budgets. • CHEERD's liaison for the building's safety committee • CHEERD's liaison to the Los Angeles Homeless Services Authority, Chief Information Office Bureau and the LACDMH Privacy Office related to the implementation of the Homeless Management Information System 	<p>Coop Contracts Analyst</p> <ul style="list-style-type: none"> • Processes Match Sheets, Budget Transfers and Service Requests for the Cooperative contract. • Works with LACDMH Contracts Division on Cooperative Board Letter. • Works with the LACDMH Accounting Department to ensure appropriate payment of DOR invoices. • Participates in quarterly Cooperative administrative meetings. • Completes Cooperative program time records monthly.
<p>Occupational Therapy Supervisor I</p> <ul style="list-style-type: none"> • Supervises Countywide employment and education staff. • Coordinates and facilitates employment specialist meetings. • Provides employment and education technical support to Adult Systems of Care. • Coordinates planning of annual DMH employment conference. 	<p>Vocational Services Supervisor I</p> <ul style="list-style-type: none"> • Supervises the rehabilitation liaisons contract services to DOR clients. • Monitors contract service outcomes. • Participates in DOR/LACDMH staffing meetings and DOR/LACDMH program in-service meetings. • Liaisons with case service contract providers, local DOR staff, and LACDMH MOU directly operated clinic staff.

	<ul style="list-style-type: none"> • Participates in local meetings with case service contract providers, DOR staff, and LACDMH directly operated clinic staff, as appropriate. • Provides training to new staff involved in Cooperative program activities. • Participates in the negotiation of the Cooperative contract. • Participates in quarterly Cooperative administrative meetings. • Completes Cooperative program time records monthly.
<p>Staff Assistant II</p> <ul style="list-style-type: none"> • Reviews and processes the Temporary Shelter Bed (TSP) program invoices. • Tracks the TSP expenditures. • Creates TSP reports. 	<p>Cooperative Data Coordinator</p> <ul style="list-style-type: none"> • Maintains a certified staff time tracking system. • Prepares monthly Certified Time invoice for payment • Completes Cooperative program time records monthly.
<p>Secretary III</p> <ul style="list-style-type: none"> • Provides administrative support to the MH Clinical Program. • Inventories and orders division's supplies. 	<p>Cooperative Secretary</p> <ul style="list-style-type: none"> • Coordinates and arranges MOU meetings. • Arranges conference call lines for LACDMH – DOR meetings • Prepares copies of MOU and contract information for MOU meetings. • Prepares and maintains a LACDMH/DOR Cooperative directory. • Completes Cooperative

	<p>program time records monthly.</p>
<p>Occupational Therapist I & II</p> <ul style="list-style-type: none"> • Provides vocational screening services for LACDMH clients. • Documents and submits billings for services rendered to LACDMH clients. • Participates in case conferences/meetings. • Assists clients with accessing community resources needed to achieve their employment goals. • Collaborates with other LACDMH, DOR, and CALWORKS staff to provide services relating to assisting mutual consumers in achieving employment goals. • Provides individual and group psychosocial rehabilitation client services. 	<p>Rehabilitation Liaison</p> <ul style="list-style-type: none"> • Completes LACDMH vocational program intakes, reviews DOR intake packets, and facilitates client's appointments with the DOR counselor. • Establishes and/or maintains client files for DOR referred clients. • After DOR case is opened, obtains medical records and other appropriate information from LACDMH records to assist the DOR counselor to determine eligibility and LSOD. • Acts as resource and consultant regarding the development of the IPE. • Consults and participates in coordinated meetings/staffings between DOR, DOR clients and LACDMH staff to determine agreements for service provision. • Collaborates with DOR and program staff, and/or communicates with significant others regarding vocational services and support for DOR clients. • Intervenes with employment related issues/events that

	<p>could interfere with client's successful completion of his/her IPE (i.e. Dispute and altercations with co-workers or supervisor, sudden illness on the work site, theft on the job site, non-compliance of work place regulations) and/or makes appropriate referrals to center clinical staff as needed.</p> <ul style="list-style-type: none"> • Attends quarterly and annual LACDMH/DOR meetings. • Provides DOR with copies of additional evaluations and/or progress updates as appropriate. • Completes Cooperative program time records monthly if applicable.
<p>Supervising Psychiatric Social Worker</p> <ul style="list-style-type: none"> • Provides staff supervision • Completes psychosocial assessments. • Develops client care/coordination plans • Conducts individual and group therapy • Participates in case conferences/meetings. • Develops and maintains working relationships with community agencies. 	<p>Rehabilitation Liaison</p> <p>Duties are the same as the Rehabilitation Liaison staff listed above.</p>

<p>Medical Case Worker I& II</p> <ul style="list-style-type: none"> • Links clients to community resources. • Assists clients with benefits establishment. • Participates in case conferences/meetings. 	<p>Rehabilitation Liaison Duties are the same as the Rehabilitation Liaison II staff listed above.</p>
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Administrative Overhead

Costs represent administrative overhead, inclusive of administrative/ accounting; office space and equipment and supplies usage. Costs are claimed in accordance with Short Doyle/Medi-Cal cost report instructions per MH 1960.

EXHIBIT D
(Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

2. DISPUTES

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

3. RIGHT TO TERMINATE

- A. Either party reserves the right to terminate this agreement subject to 30 days written notice.
- B. However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the agreement. In this instance, the agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference

pursuant to this agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

5. INSURANCE REQUIREMENTS

- A. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the Agreement.

The **endorsement** must be supplied under a form acceptable to the DGS Office of Risk and Insurance Management.

- B. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.
- C. Automobile Liability – For DOR consumers being provided transportation under said agreement, the Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:
- **For public schools and for-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the agreement. For **seating capacity up to 7 people** (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 8 –15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.
 - **For non-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the agreement. For **seating capacity of up to 15 people** (includes driver) the

certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

6. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. CONFIDENTIALITY

- A. Contractor agrees that any report or material created during the performance of this agreement will not be released to any source except as required by this agreement or otherwise authorized by DOR.
- B. Contractor agrees that any information obtained in the performance of this agreement is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- C. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this agreement and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)
- D. Contractor agrees to report any security breach or information security incident involving DOR consumers' personal information to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at isoinfo@dor.ca.gov.
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
 - 1. Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.

2. Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.
 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing DOR consumers' personal information. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptop and desktop, netbooks, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this agreement.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: <http://www.dor.ca.gov/eps/privacytraining.htm>.
- I. Additional training and awareness tools are available at the California Office of Information Security (OIS) website and the California Office of Privacy Protection (COPP) website. The COPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

1. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable 2 CFR Part - 220, 225, 230 (OMB Circulars).
2. Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.
3. Contractor shall provide State's staff access to all Contractor records and evaluations of individuals referred to the program.

4. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this agreement and other applicable federal or state statutes and regulations.
 5. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the agreement, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation.
 6. Contractor agrees to include a provision in its independent auditor agreement that allows DOR, when conducting an audit, access to any audit materials, information, and reports in support of the Contractor's "Independent Auditor Report".
 7. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period whichever is later. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
- B. Annual Federal Audit (For Agreements that received Federal Funds \$500,000 and above):
1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).
 2. For DOR agreement expenditures designated by the independent auditor as major programs the Contractor agrees to submit one copy of the audit report and all management letters to:

Audit Section
Department of Rehabilitation
721 Capitol Mall, 3rd Floor
Sacramento, CA 95814
 3. Copies of the audit report and letters shall be submitted within 30 days after receipt of the auditor' report(s) or nine months following the end of the Contractor's fiscal year, unless a longer period is agreed to in advance by DOR. Unless restricted by law or regulation, the auditee shall make copies available for public inspection.

9. COMPETITIVE BIDDING AND PROCUREMENTS

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this agreement.
- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase of \$2,500 per unit or more for commodities, supplies, and services related to this agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

10. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

11. CONTRACT AMENDMENTS

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, an amendment to the agreement is required.

12. SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws

EXHIBIT E

(Standard Agreement - Subvention)

ADDITIONAL PROVISIONS – Federally Funded Agreements

1. FEDERAL REQUIREMENTS

- A. The Federal Office of Management and Budget (OMB) has established unified administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following, except where the agreement is more restrictive.
- 2 CFR Part 215/34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
 - 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2 CFR Part 220 (OMB A-21) - Cost Principles for Educational Institutions
 - 2 CFR Part 225 (OMB A-87) - Cost Principles for State, Local, and Indian Tribal Governments
 - 2 CFR Part 230 (OMB A-122) - Cost Principles for Non-Profit Organizations
 - OMB A-133 - Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above is available for download and review on the Internet at www.whitehouse.gov/omb/circulars. A copy of Title 34 CFRs is available at <http://www.gpoaccess.gov/cfr/index.html>.

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

- A. In any agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for

government purposes of any of these inventions. By signing this agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the agreement shall be made by RSA or its authorized representative.

C. Copyrights and Patents: The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

1. The copyright in any work developed under a grant, subgrant, or agreement under a grant or subgrant; and
2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing this agreement, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

4. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this agreement, the Contractor who is awarded an agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

D. All contractors shall comply with the following statutes and regulations:

Subject: Discrimination on the basis of race, color, or national origin.

Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).

Regulation: 34 CFR part 100.

Subject: Discrimination on the basis of sex

Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).

Regulations: 34 CFR part 106.

Subject: Discrimination on the basis of handicap.

Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).

Regulation: 34 CFR part 104handicap.

Subject: Discrimination on the basis of age.

Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).

Regulation: 34 CFR part 110

5. RETURN OF INAPPROPRIATE USE OF FUNDS

By signing this agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

EXHIBIT F
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES

1. MATCH REQUIREMENTS

For Agreements that include **CERTIFIED EXPENDITURE MATCH**:

- A. Contractor shall certify to the State on a monthly or quarterly basis, as specified in Exhibit G, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations and OMB circulars. All such expenditures shall be under the administrative supervision of the State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.
- B. The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget (DOR 801A) may be reduced after review by the DOR Contract Administrator. The State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.
- C. Contractor contributions, including any excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary", will be used by the State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

For Agreements that include **CASH MATCH**:

- A. Each fiscal year Contractor will pay to State, no less than quarterly and in advance, upon receipt of an invoice from the State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by the State from the Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.
- B. The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary."

2. INDIRECT COSTS

- A. Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR Part, 215, 220, 230 (OMB's). The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures. The allocation of indirect costs cannot be based on an arbitrary fixed rate.
- B. Indirect Costs for Service Budgets: The Contractor may be reimbursed for actual indirect costs subject to this agreement not to exceed a rate of 15% indirect cost.
- C. Indirect Cost Rate for Certified Expenditure Match: The Contractors "actual" indirect costs may be used to calculate certified expenditures, and not subject to the maximum cap of 15% indirect cost rate as defined in B. above.

3. CONTRACT HANDBOOK

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this agreement. Match requirements are applicable to Cooperative Programs agreements only.

4. DOR's CONTRACT MONITORING

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all agreement provisions. The DOR Contractor Administrator will:

- A. Maintain documentation on all agreement activities, including the performance of the agreement services, invoice reviews and approvals, monitoring activities, and other agreement administration activities.
- B. Monitor the agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/ consumers during the agreement period are based on actual allowable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.

- E. Verify that the contractor has fulfilled all requirements of the agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the agreement.
- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of agreement funds.
- I. Periodically review personnel activity reports for staff funded by the agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB circular.
- J. Verify that all agreement staff are providing services in accordance to their duties specified in the agreement, including ensuring that:
- Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the agreement.
 - Verify that job duties, as provided by the agreement staff, match agreement duty statements and service descriptions.
 - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
 - Verify that agreement staff provide services only to authorized DOR consumers. (Case Service Agreements only)

**LOS ANGELES COUNTY
DEPARTMENT OF MENTAL HEALTH**

**EXHIBIT G
SPECIAL PROVISIONS**

I. Contract Monitoring and Reporting

DOR Rehabilitation Specialists/Supervisors will monitor the case service contracts and Memoranda of Understanding (MOUs) in their respective local districts through quarterly meetings with partner agencies to assess progress towards goals, best practices, and unresolved issues.

The cooperative agency will:

- Submit quarterly certified expenditure invoices to the DOR contract administrator.
- Maintain cooperative communication with local county operated clinic staff, case service contract staff, and DOR liaison staff.
- Staff in county mental health centers with an MOU with DOR will review LACDMH client listing from DOR on a monthly basis and verify the accuracy of the client listing.
- Attend and participate in Quarterly Administrative meetings.
- Attend local MH partner agencies on a as needed basis to assist with cross-training, and participate in trouble shooting and problem-solving activities.

II. Transportation

The Los Angeles County Department of Mental Health will not be transporting DOR clients for the purposes of this contract.

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
ADULT JUSTICE, HOUSING, EMPLOYMENT AND EDUCATION SERVICES

FISCAL YEARS 2012-13 THROUGH 2014-15 DOR COOPERATIVE AGREEMENT
CONTRACTED AGENCIES AND DIRECTLY-OPERATED CLINICS

Contracted AgenciesDirectly-Operated Clinics

Didi Hirsch Psychiatric Services	American Indian Counseling Counter
Dubnoff Center for Child Development and Educational Therapy, Inc.	Antelope Valley MHC
Los Angeles Child Guidance Clinic	Arcadia MHC
Mental Health America of Los Angeles (2)	Augustus F. Hawkins MHC
Pacific Clinics (2)	Compton MHC
San Fernando Valley Community Mental Health Center, Inc.	Edelman Westside MHC
Special Services for Groups	Harbor UCLA
Step Up On Second Street, Inc.	Hollywood MHC
The Help Group Child and Family Center	Long Beach MHC
	Palmdale MHC
	Rio Hondo MHC
	San Fernando MHC
	San Pedro MHC
	Santa Clarita MHC
	South Bay MHC
	West Central MHC
	West Valley MHC

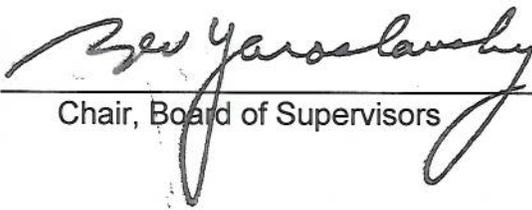
**RESOLUTION OF
THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES AND
THE STATE OF CALIFORNIA**

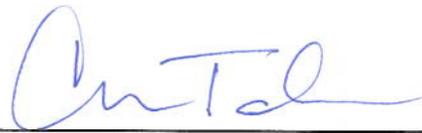
WHEREAS, County wishes to ensure access to vocational rehabilitation services for Department of Mental Health (DMH) clients with chronic and persistent mental illness.

NOW, THEREFORE BE IT RESOLVED, that the County of Los Angeles Board of Supervisors does hereby authorize Marvin J. Southard, D.S.W., Director of Mental Health, to accept the Cooperative Agreement Amendment for Fiscal Years 2012-13, 2013-14 and 2014 -15 with the State Department of Mental Health.

The foregoing Resolution was adopted on the 29th day of May, 2012 by the Board of Supervisors of the County of Los Angeles, and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities, for which said Board so acts.

SACHI HAMAI,
Executive Officer-Board of Supervisors
of the County of Los Angeles

By 
Chair, Board of Supervisors

By 

APPROVED AS TO FORM:
COUNTY COUNSEL



By 
Deputy County Counsel

Los Angeles County- Department of Mental Health
 Countywide Housing, Employment & Education Resource Development
 Department of Rehabilitation Cooperative Agreement
 Case Service Contract Matching Funds
 Fiscal Years 2012-13, 2013-14, 2014-15

ATTACHMENT V

Name of Agency	CGF/MHSA Match for FYs 2012-13, 2013-14, 2014-15		
	CGF	MHSA	TOTAL
Didi Hirsch Psychiatric Services	\$ 64,303	0 \$	64,303
Dubnoff Center for Child Development and Education Therapy, Inc.	\$ 76,494	0 \$	76,494
Los Angeles Child Guidance Clinic	0 \$	28,573 \$	28,573
Mental Health America of Los Angeles	\$114,305 \$	158,178 \$	272,483
Pacific Clinics	\$ 130,315	0 \$	130,315
San Fernando Valley Community Mental Health, Inc.	\$ 86,959 \$	41,195 \$	128,154
Special Service for Groups	\$ 35,882 \$	8,423 \$	44,305
Step Up on Second Street, Inc.	\$ 27,159 \$	11,639 \$	38,798
The Help Group Child and Family Center	\$ 50,342	0 \$	50,342
TOTALS	\$ 585,759 \$	248,008 \$	833,767 \$

DOR PROGRAM BUDGET SUMMARY 2012-13, 2013-14, 2014-15

DMH Legal Entity (LE) Contributions for DOR Agreement 2012-13, 2013-14, 2014-15		DOR Program Budget/Costs FYs 2012-15			
Agency	Total LE Contribution for Agreement	Federal Match + DOR Share*	LE Contribution + Federal Match + DOR Program Costs*	DOR Program Budget**	Case Service Contract Amounts**
Case Service Contractor Contribution					
Didi Hirsch Psychiatric Services	\$64,303	\$237,590	\$301,893	\$0	\$301,893
Dubnoff Center for Child Development and Educational Therapy, Inc.	\$76,494	\$282,633	\$359,127	\$39,190	\$319,937
Los Angeles Child Guidance Center	\$28,573	\$105,573	\$134,146	\$1	\$134,145
Mental Health America of Los Angeles	\$272,483	\$1,006,779	\$1,279,262	\$314,956	\$964,306
Pacific Clinics	\$130,315	\$481,494	\$611,809	\$0	\$611,809
San Fernando Valley Community Mental Health Inc.	\$128,154	\$473,507	\$601,661	\$52,575	\$549,086
Special Service for Groups	\$44,305	\$163,699	\$208,004	\$22,700	\$185,304
Step Up on Second Street, Inc.	\$38,798	\$143,352	\$182,150	\$19,879	\$162,271
The Help Group Child and Family Center	\$50,342	\$186,005	\$236,347	\$25,795	\$210,552
Sub-Total	\$833,767	\$3,080,632	\$3,914,399	\$475,096	\$3,439,303
DMH County General Funds	\$64,422	\$238,029	\$302,451	\$302,451	
Sub-Total	\$898,189	\$3,318,661	\$4,216,850	\$777,547	
DMH Staff--Certified Time Contribution	\$214,251	\$642,650	\$856,901	\$680,427	
TOTALS \$	1,112,440 \$	3,961,311 \$	5,073,751 \$	1,457,974 \$	\$3,439,303

*see Attachment I (State Agreement) -- Exhibit B1-DOR Program Budget and Match Summary

**see Attachment I (State Agreement) -- Exhibit B1-DOR Program Budget and Match Summary Page 2

Case Service Contract Amounts	\$3,439,303
DOR Program Budget (Rehab Counselors + Case Services)**	\$1,420,197
DOR Program Cost**	\$4,859,500
DMH Certified Expenditures	\$214,251
DOR PROGRAM BUDGET	\$5,073,751