COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
*Medical Director*

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

*BOARD OF SUPERVISORS*
GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

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

June 16, 2009

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#26 JUN 16 2009

SACHI A. HAMAI
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 TO RENEW THE STATE OF CALIFORNIA – DEPARTMENT OF REHABILITATION COOPERATIVE AGREEMENT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

## SUBJECT

Request approval to renew the Cooperative Agreement with the State of California – Department of Rehabilitation which will enable nine 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, or his designee, to sign and execute four original copies of the Cooperative Agreement Number 27326, (Cooperative Agreement), with the State of California – Department of Rehabilitation (State DOR), substantially similar to Attachment I, for Fiscal Years (FYs) 2009-10, 2010-11, and 2011-12. This Cooperative Agreement allows for the provision of vocational and employment services to the County's mentally ill clients by the nine Legal Entity (LE) contract providers and 17 directly operated adult mental health clinics listed in Attachment II. Under the Cooperative Agreement, the Department of Mental Health (DMH) will contribute $650,181 of County General Funds (CGF), $248,008 of Mental Health Services Act (MHSA) funds, and $226,809 of staff certified time for a total of $1,124,998, combined with $3,999,088 of federal funds that are administered by State DOR, for a total annual program amount of $5,124,086.

2. Adopt the Resolution and instruct the Chairman of your Board and the Executive Officer, Board of Supervisors, to certify and sign two Resolutions (Attachments III and IV).

3. Delegate authority to the Director of Mental Health, or his designee, to sign future amendments or modifications to the Cooperative Agreement to incorporate changes released by the State DOR provided that: 1) approval of the Chief Executive Office (CEO) and County Counsel, or designees, is obtained prior to amendments or modifications, and 2) the Director of Mental Health provides written notification to your Board within 30 days after the execution of amendments or modifications.

4. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future amendments or modifications with the nine 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 twenty percent (20%) 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 of the CEO and County Counsel, or designees, is obtained prior to such amendment; 5) the parties may, by written amendment, mutually agree to reduce programs or services without reference to the twenty percent (20%) limitation; and 6) the Director of Mental Health notifies your Board of any changes, in writing, within 30 days after execution of any amendment.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The State DOR Cooperative Agreement provides funding for administrative oversight of the Cooperative Agreement and for vocational and employment services to DMH clients that are provided by nine LE contractors and 17 DMH directly operated clinics. The services provided include vocational assessments, funds for transportation, clothing and uniforms, job-related tools and equipment, 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, 2009. Board approval of the recommended actions will ensure continuation of vocational and employment services to DMH clients.

**Implementation of Strategic Plan Goal**

The recommended actions are consistent with County Strategic Plan Goal 1, Operational Effectiveness, Goal 2, Children, Family and Adult Well-Being, and Goal 4, Health and Mental Health.

**FISCAL IMPACT/FINANCING**

DMH is required under the Cooperative Agreement to contribute funds in order for State DOR to access federal vocational rehabilitation dollars. DMH can meet its share through either cash or non-cash certified staff time. The monetary value of certified time is based on staff salaries for time spent to administer the Agreement and provide liaison services. DMH's contribution for FYs 2009-10, 2010-11, and 2011-12 is a combination of funds from LE providers' MCA, DMH CGF, and non-cash certified time commitments.

The nine LE contractors have agreed to decrease the MCA in their LE agreements with DMH and correspondingly increase the respective CGF and MHSA match contributions for them under the agreement with the State DOR, which uses these funds and the related federal dollars to fund case service agreements between the LE contract providers and State DOR (Attachment V). Case service agreements are agreements between the State DOR and LE contract providers that enable the providers to be reimbursed through the State DOR.

The Cooperative Agreement for FYs 2009-10, 2010-11, and 2011-12 is funded by $248,008 in MHSA funds and $585,759 of CGF reduced from the LEs' MCA (Attachment V). The $833,767 sum of reduced LE CGF and MHSA is combined with $226,809 of non-cash certified time commitments and $64,422 of DMH CGF not reduced from LE MCAs (a total CGF contribution of $650,181) for a total of $1,124,998. The $1,124,998 total will be used to match $3,999,088 in federal funds that are administered by the State DOR for an annual program total of $5,124,086 for FYs 2009-10, 2010-11, and 2011-12, as detailed in Attachment VI. The total annual program cost of $5,124,086 is fully funded with CGF, MHSA, federal funds administered by State DOR, and non-cash certified time commitments, and is included in DMH's FY 2009-10 Proposed Budget. Funding for FYs 2010-11 and 2011-12 will be requested as part of DMH's annual budget process. There is no increase in net County cost.

**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. During FY 2007-08, approximately 2,400 clients were served through the Cooperative Agreement Program.

The Cooperative Agreement expressly provides that the County has no obligation to pay for expenditures beyond the contract amount. This is a cost reimbursement contract whereby State DOR pays LE contract providers directly. The LE contract providers submit invoices to DOR reflecting actual costs for providing services. The Cooperative Agreement specifies the services to be provided and the funding amounts to be reimbursed for the services.

The key terms and conditions of the Cooperative Agreement have been reviewed and approved by County Counsel. The CEO has reviewed the proposed actions. 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.

## IMPACT ON CURRENT SERVICES

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 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 will need the original executed Resolutions. It is requested that the Executive Officer, Board of Supervisors, notify DMH's Contracts Development and Administration Division, at (213) 738-4684 when these documents are available.

Respectfully submitted,

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

MJS:KD:MF

Attachments (6)

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

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

# ATTACHMENT I

| AGREEMENT NUMBER |
|---|
| 27326 |
| 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, 2009 -Through- June 30, 2012**

3. The maximum amount of this Agreement is: **$ 0.00**

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:

| | |
|---|---|
| Exhibit A - Scope of Work | 7 Page(s) |
| Exhibit B - Budget Detail and Payment Provisions | 3 Page(s) |
| Attachment I - Program Budgets & Budget Narrative | 17 Page(s) |

| | | |
|---|---|---|
| * **Exhibit C - General Terms and Conditions** | **GTC - 307** | **3/28/2007** |
| Exhibit D - Special Terms and Conditions | 5 Page(s) | |
| Exhibit E - Additional Provisions | 3 Page(s) | |

*** 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.dgs.ca.gov/contracts**

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

| CONTRACTOR | CALIFORNIA Department of General Services Use Only |
|---|---|
| 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 **695 South Vermont, 10th Floor, Los Angeles, CA 90005, Billing: 550 South Vermont Ave., 10th 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 **Douglas J. Sale, Chief, Contracts & Procurement Section** | |
| ADDRESS **721 Capitol Mall, Sacramento, CA 95814** | ☐ Exempt Per _____ |

# 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 consumers eligibility determination and level of severity of disability for DOR services.

Ten (10) 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<br>Compton M.H. Center<br>W. Central M.H. Center<br>San Pedro M.H. Center<br>Hawkins M.H. Center<br>Long Beach M..H. Center<br>Harbor UCLA Medical Center | L.A. Child Guidance<br>Pacific Clinics<br>MHA The Village<br>Didi Hirsch |
| Greater LA | Hollywood M.H. Center<br>Edelman Westside Center<br>Amer. Ind. Cslg Ctr<br>Rio Hondo M.H. C. | Step Up on Second<br>Didi Hirsch<br>Pacific Clinics<br>Asian Pacific Cslg & Trmt<br>MHA The Village |
| Van Nuys | San Fernando M.H.C.<br>West Valley M.H.C.<br>Santa Clarita M.H.C.<br>Antelope Valley M.H.C./<br>Palmdale M.H.C. | New School for Child Development<br>Dubnoff<br>S.F. CMHC, Inc<br>MHA LA-Antelope Valley<br>Pacific Clinics |
| Orange San Gabriel | Arcadia M.H.C. | Pacific Clinics |

Case service contract providers often provide services across DOR district boundaries. During fiscal year 2009-2010, 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 will be successfully closed.

During fiscal year 2010-2011, 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 will be successfully closed.

During fiscal year 2011-2012, 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 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 provider will be by written authorization by the DOR counselor.

**Service Outcomes/number to be Served**

During fiscal year 2009-2010 there will be 178 unduplicated consumers provided with Vocational Assessment services through the case service contracts funded by this agreement.

During fiscal year 2010-2011 there will be 178 unduplicated consumers provided with Vocational Assessment services through the case service contracts funded by this agreement.

During fiscal year 2011-2012 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 contractor'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 2009-2010 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 2010-2011 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 2011-12 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 the contractor's case service contract. Referrals for this service will be by written authorization by the DOR counselor.

**Services Outcomes and Numbers to be Served**

During fiscal years 2009-2010 there will be 231 unduplicated consumers provided with Work Adjustment services through the case service contracts funded by this agreement.

During fiscal years 2010-2011 there will be 231 unduplicated consumers provided with Work Adjustment services year through the case service contracts funded by this agreement.

During fiscal years 2011-12 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 of the contractors case service contract. Referrals for this service will be by written authorization by the DOR counselor.

**Services Outcomes and Number to be served**

During fiscal years 2009-2010 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 2010-2011 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 2011-2012 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 the contractor'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 2009-2010, there will be 30 unduplicated consumers provided with Occupational Skills Training through the case service contract funded by this agreement.

During fiscal year 2010-2011, there will be 30 unduplicated consumers provided with Occupational Skills Training through the case service contract funded by this agreement.

During fiscal year 2011-2012, 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 |
|---|---|
| Robert A. Bayne<br>3595 E. Inland Empire Blvd.<br>Ontario, CA. 91764<br>(909) 948-6055<br>Fax : (909) 941-0136<br>rbayne@dor.ca.gov | Maria Funk, PhD<br>CHEERD, 695 So. Vermont 10th Floor<br>Los Angeles, Ca 90005<br>(213) 251-6582<br>Fax: (213) 637-2336<br>Mfunk@dmh.lacounty.gov<br><br>Lise Ruiz, LCSW<br>CHEERD, 695 So. Vermont 10th Floor<br>Los Angeles, Ca 90005<br>(213) 251-6579<br>Fax: (213) 637-2336<br>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 contractor staff. In addition, training and technical assistance will be provided or financed by both LACDMH and DOR/DMH headquarters staff. Some training may be financed through the DOR/DMH statewide interagency agreement. 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

## BUDGET DETAIL AND PAYMENT PROVISIONS

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

2. It is mutually agreed that if sufficient funds are not made available to the State by the United States Government for the current year and/or any subsequent years covered under this Agreement, 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 provision of this Agreement. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the 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. In the event Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

4. There are no oral understandings or agreements that are binding and incorporated in this contract. See GTC 307 for contract amendment requirements.

5. Either party has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

6. Costs exceeding approved line item budgets within a budget category are allowed provided the exceeded dollar amount does not affect the scope of work, does not result in exceeding the budgeted category amount, and is necessary for the provision of services to DOR consumers. However, a budget revision or contract amendment must be submitted if budget line-item descriptions, budget categories, deletions or additions of budget changes shall occur.

7. Expenditures cannot be incurred that will exceed the total budget category amount. To move funds from one budget category to another requires a budget revision. Changes in budget category amounts shall not result in an increase of the total contract amount. Any alterations or variations to the contract must be contained in a written contract budget revision approved by State's Contract Office or written contract amendment, approved by the Department of General Services.

8. The Contractor is responsible for monitoring the percentage of time/number of hours devoted by staff on the contract for overall consistency with the contract terms.

9. Prompt Payment. The State of California is obligated to promptly pay all invoices; however, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the State is required to pay vendors a late payment if a correct invoice for

services/goods is not paid within 45 calendar days. The vendor does not have to request the late payment. The State will determine and send any late payment to the vendor.

10. Payment of Expenditures (If applicable)

By signing this contract, Contractor certifies under penalty of perjury that the **Service Budget (DOR 801A)** does not contain line items that are, or will be, during the period covered by this contract reimbursed/paid by another source of funding.
This is a cost reimbursement contract. State will pay the Contractor as invoiced monthly or quarterly as specified in Exhibit E for Contractor's actual allowable costs to provide the services identified in the Scope of Work, in accordance with the Service Budget (DOR 801A) and Narrative, and applicable Federal regulations and OMB circulars. For each fiscal year, total funds to be paid shall not exceed the amount specified in the "Service Budget" for that fiscal year. Unexpended funds for a fiscal year shall not be carried over to another fiscal year.

Contract expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA# 84.126 prepared for the OMB A-133 Single Audit.

11. Certified Expenditure (If applicable)

Contractor shall certify to the State, on a monthly or quarterly basis as specified in Exhibit E, 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 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.

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 (DR801A) may be reduced after review by the DOR Contract Administrator. State will not pay the Contractor for actual costs claimed on the DOR801B Service Invoice until the certified expenditure summary for the same period has been submitted.

The Contractor contributions, including any in excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary" will be used by 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.

12. Cash Match (If applicable)

Each fiscal year, Contractor will pay to State, no less than quarterly, in advance, upon receipt of an invoice from State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. 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 State from Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.

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".

13. Indirect Costs (If applicable)

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 Office of Management and Budget (OMB) circulars. 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. Where an estimated percentage rate is used when the contract is written, the actual rate must be used to bill for indirect costs/administrative overhead; however, the actual rate cannot exceed the contracted budget percentage rate. If the actual rate exceeds the budgeted rate, then a budget revision or amendment is required prior to billing the actual rate. Documentation to support the allocation rate/method must be maintained by the Contractor and is subject to review by the Department of Rehabilitation, State Auditors, Federal Department of Education auditors, or their designated representatives.

# LA County Mental Health

**Attachment 1**

## Program Budget Summary

**Fiscal Year 2009/10**

**July 1, 2009 - June 30, 2010**

| | | TOTALS |
|---|---|---|
| DOR PROGRAM COSTS<br>(From DOR Program Budget) | | $4,897,277 |
| TOTAL COOPERATIVE AGENCY EXPENDITURES<br>(From Cooperative Agency Certified Expenditure Budget) | | $226,809 |
| **TOTAL PROGRAM COST** | | **$5,124,086** |
| Certified Expenditure | 25% | $226,809 |
| DOR Share | 75% | $680,427 |
| Cash Expenditure | 21.3% | $898,189 |
| DOR Share | 78.7% | $3,318,661 |
| **TOTAL BUDGET** | | **$5,124,086** |

Cooperative agency certified expenditure and cash expenditure must be from non-Federal Funds and can not be used to draw down other Federal Funds. The cash expenditure must equal at least 21.3% of the designated share and the certified expenditure must equal at least 25% of the designated share.

# LA County Mental Health

**Attachment 1**

## Program Budget Summary

**Fiscal Year 2010/2011**

**July 1, 2010 - June 30, 2011**

| | | TOTALS |
|---|---|---|
| DOR PROGRAM COSTS<br>(From DOR Program Budget) | | $4,897,277 |
| TOTAL COOPERATIVE AGENCY EXPENDITURES<br>(From Cooperative Agency Certified Expenditure Budget) | | $226,809 |
| **TOTAL PROGRAM COST** | | **$5,124,086** |
| Certified Expenditure | 25% | $226,809 |
| DOR Share | 75% | $680,427 |
| Cash Expenditure | 21.3% | $898,189 |
| DOR Share | 78.7% | $3,318,661 |
| **TOTAL BUDGET** | | **$5,124,086** |

Cooperative agency certified expenditure and cash expenditure must be from non-Federal Funds and can not be used to draw down other Federal Funds. The cash expenditure must equal at least 21.3% of the designated share and the certified expenditure must equal at least 25% of the designated share.

# LA County Mental Health

Attachment 1

## Program Budget Summary

**Fiscal Year 2011/2012**

**July 1, 2011 - June 30, 2012**

| | | TOTALS |
|---|---|---|
| DOR PROGRAM COSTS<br>(From DOR Program Budget) | | $4,897,277 |
| TOTAL COOPERATIVE AGENCY EXPENDITURES<br>(From Cooperative Agency Certified Expenditure Budget) | | $226,809 |
| **TOTAL PROGRAM COST** | | **$5,124,086** |
| Certified Expenditure | 25% | $226,809 |
| DOR Share | 75% | $680,427 |
| Cash Expenditure | 21.3% | $898,189 |
| DOR Share | 78.7% | $3,318,661 |
| **TOTAL BUDGET** | | **$5,124,086** |

Cooperative agency certified expenditure and cash expenditure must be from non-Federal Funds and can not be used to draw down other Federal Funds. The cash expenditure must equal at least 21.3% of the designated share and the certified expenditure must equal at least 25% of the designated share.

# Los Angeles County Department of Mental Health

## DOR Program Budget

**Fiscal Year 2009/10**

**July 1, 2009 - June 30, 2010**

| 9.65 | FTE Counselor Units |
|---|---|

**DEPARTMENT OF REHABILITATION SERVICES**

| ITEM | FTE EXPENDITURE | FTE | TOTAL |
|---|---|---|---|
| Rehabilitation Counselor | 1 FTE = $110,377 | 9.65 | $1,065,138 |
| Case Services (Individual Client Expenses) | | | $392,836 |
| SUBTOTAL | | | $1,457,974 |
| Case Service Contract/s to: | | | |
| see attachment | | | $3,439,303 |
| | | | $0 |
| | | | $0 |
| | | | $0 |
| | | | $0 |
| **TOTAL DOR PROGRAM COST** | | | $4,897,277 |

# Los Angeles County Department of Mental Health

## DOR Program Budget

### Fiscal Year 2010//11

### July 1, 2010 - June 30, 2011

| 9.65 | FTE Counselor Units |
|---|---|

**DEPARTMENT OF REHABILITATION SERVICES**

| ITEM | FTE EXPENDITURE | FTE | TOTAL |
|---|---|---|---|
| Rehabilitation Counselor | 1 FTE = $110,377 | 9.65 | $1,065,138 |
| Case Services | | | |
| (Individual Client Expenses) | | | $392,836 |
| SUBTOTAL | | | $1,457,974 |
| Case Service Contract/s to: | | | |
| see attachment | | | $3,439,303 |
| | | | $0 |
| | | | $0 |
| | | | $0 |
| | | | $0 |
| **TOTAL DOR PROGRAM COST** | | | $4,897,277 |

# Los Angeles County Department of Mental Health

## DOR Program Budget

**Fiscal Year 2011//12**

**July 1, 2011 - June 30, 2012**

| 9.65 | **FTE Counselor Units** |
|---|---|

**DEPARTMENT OF REHABILITATION SERVICES**

| ITEM | FTE EXPENDITURE | FTE | TOTAL |
|---|---|---|---|
| Rehabilitation Counselor | 1 FTE = **$110,377** | **9.65** | **$1,065,138** |
| Case Services | | | |
| (Individual Client Expenses) | | | **$392,836** |
| SUBTOTAL | | | **$1,457,974** |
| Case Service Contract/s to: | | | |
| see attachment | | | **$3,439,303** |
| | | | $0 |
| | | | $0 |
| | | | $0 |
| | | | $0 |
| **TOTAL DOR PROGRAM COST** | | | **$4,897,277** |

Case Service Contract break out LA CMH 09-10.xls

| | Case Service Contract Amounts | County Match required to fund CSC |
|---|---|---|
| Didi Hirsch Community Mental Health Center | $301,893 | $64,303 |
| Dubnoff Center | $319,937 | $76,494 |
| Los Angeles Child Guidance Clinic | $134,145 | $28,573 |
| Mental Health Assocation Los Angeles County-The Village | $590,306 | $141,137 |
| Pacific Clinics | $611,809 | $130,315 |
| San Fernando Valley Community Mental Health Inc. | $549,086 | $128,154 |
| Special Servicefor Groups - Asian Pacific Counseling & Treatment Center | $185,304 | $44,305 |
| Step up on 2nd | $162,271 | $38,798 |
| New School of Child Development (The Help Group) | $210,552 | $50,342 |
| Mental Health Assocation Los Angeles County-Antelope Valley | $374,000 | $131,346 |
| TOTALS | **$3,439,303** | **$833,767** |

# COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

## Fiscal Year 2009/10

## July 1, 2009 - June 30, 2010

**Contractor Name and Address**

County of Los Angeles-Department of
Mental Health
550 South Vermont 12 th Floor
Los Angeles, CA 90020

**Cooperative agency agrees that it will make the following expenditures 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 | FTE | Total Expenditure Dollars | Percent of Expenditure Devoted to Program | Amounts Chargeable to Program |
|---|---|---|---|---|
| **PERSONNEL/POSITIONS** | | | | |
| Cooperative Program Chief | 1 | $ 200,408.85 | 5% | $ 10,020.44 |
| Vocational Services Manager | 1 | $ 173,288.49 | 12% | $ 20,794.62 |
| Vocational Services Supervisor I | 1 | $ 135,096.04 | 75% | $ 101,322.03 |
| Cooperative Data Coordinator | 1 | $ 82,913.48 | 6.5% | $ 5,389.38 |
| Coop Contracts Analyst | 1 | $ 124,221.16 | 5% | $ 6,211.06 |
| Cooperative Secretary | 1 | $ 67,253.15 | 2% | $ 1,345.06 |
| Rehabilitation Liaison II | 7 | $ 893,496.59 | 5% | $ 44,674.83 |
| Rehabilitation Liaison I (LI | 1 | $ 127,325.64 | 5% | $ 6,366.28 |
| Rehabilitation Liaison I ( | 1 | $ 107,671.42 | 5% | $ 5,383.57 |
| Rehabilitation Liaison I ( | 1 | $ 78,339.07 | 5% | $ 3,916.95 |
| | | | | |
| **OPERATING** | | | | |
| | | | | |
| | | | **SUBTOTAL** | **$ 205,424.22** |
| **Indirect Cost/Administrative Overhead:** | | **10.4099%** | | **$ 21,384.46** |
| **L EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):** | | | | **$ 226,809** |

# COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

## Fiscal Year 2010/11

## July 1, 2010 - June 30, 2011

**Contractor Name and Address**

County of Los Angeles-Department of
Mental Health
550 South Vermont 12 th Floor
Los Angeles, CA 90020

**Cooperative agency agrees that it will make the following expenditures 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.**

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| Rehabilitation Liaison I ( | 1 | $ 78,339.07 | 5% | $ 3,916.95 |
| | | | | |
| **OPERATING** | | | | |
| | | | | |
| | | | **SUBTOTAL** | **$ 205,424.22** |
| **Indirect Cost/Administrative Overhead:** | **10.4099%** | | | **$ 21,384.46** |
| **L EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):** | | | | **$ 226,809** |

# COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

## Fiscal Year 2011/12

## July 1, 2011 - June 30, 2012

**Contractor Name and Address**

County of Los Angeles-Department of
Mental Health
550 South Vermont 12 th Floor
Los Angeles, CA 90020

**Cooperative agency agrees that it will make the following expenditures 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.**

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| | | | | |
| **OPERATING** | | | | |
| | | | | |
| | | | **SUBTOTAL** | **$ 205,424.22** |
| **Indirect Cost/Administrative Overhead:** | | **10.4099%** | | **$ 21,384.46** |
| **L EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):** | | | | **$ 226,809** |

## LOS ANGELES COUNTY DMH

## 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.

| Cooperative Agency Functions | Cooperative Program Functions |
|---|---|
| **MH Clinical District Chief**<br><br>• Directs the administration for Countywide Housing, Employment and Education Resource Development Division (CHEERD).<br>• Develops and monitors the annual budget for CHEERD programs.<br>• Plans, assigns, and directs the work of these programs. | **Cooperative Program Chief**<br><br>• Serves as contract administrator of the cooperative contract between LACDMH and DOR.<br>• Supervises administrative staff providing support to the Cooperative program under cooperative auxiliary services.<br>• Collaborates with DOR staff to develop and implement a Countywide data system for |

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|---|---|
| | the Cooperative program.<br>• Participates in the annual negotiation of the Cooperative contract.<br>• Participates in quarterly Cooperative administrative meetings, as appropriate.<br>• Communicates with District Chiefs and Deputies regarding Cooperative program activities.<br>• Completes Cooperative program time records monthly. |
| **MH Clinical Program Head**<br><br>• Provides administrative oversight of the Countywide Specialized Shelter Bed Program. | **Vocational Services Manager**<br><br>• Supervises the Vocational Services Supervisor.<br>• Participates in quarterly Cooperative administrative meetings.<br>• Participates in the annual negotiation of the Cooperative contract.<br>• Completes Cooperative program time records monthly. |
| **MH Analyst II**<br><br>• Oversees PATH Grant<br>• Monitors encumbrances for CHEERD.<br>• Develops program budgets.<br>• Develops Board Letters. | **Coop Contracts Analyst**<br><br>• Processes Match Sheets, Budget Transfers and Service Requests for the Cooperative contract.<br>• Works with LACDMH Contracts Division on Cooperative program Board Letters. |

| | |
|---|---|
| | • Works with the LACDMH Accounting Department to ensure appropriate payment of DOR invoices.<br>• Participates in quarterly Cooperative administrative meetings.<br>• Completes Cooperative program time records monthly. |
| **Occupational Therapist Supervisor I**<br><br>• Supervises Countywide employment and education staff.<br>• Coordinates and facilitates employment specialist meetings.<br>• Provides employment and education technical support to Adult Systems of Care. | **Vocational Services Supervisor I**<br><br>• Supervises the rehabilitation liaisons contract services to DOR clients.<br>• Monitors contract service outcomes.<br>• Participates in DOR/LACDMH staffing meetings and DOR/LACDMH program in-service meetings.<br>• Liaisons with case service contract providers, local DOR staff, and LACDMH MOU directly operated clinic staff.<br>• Participates in local meetings with case service contract providers, DOR staff, and LACDMH directly operated clinic staff, as appropriate.<br>• Provides training to new staff involved in Cooperative program activities.<br>• Participates in the annual negotiation of the Cooperative contract.<br>• Participates in quarterly Cooperative administrative |

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|---|---|
| | meetings.<br>• Completes Cooperative program time records monthly. |
| **Staff Assistant II**<br><br>• Reviews and processes Specialized Shelter Bed program invoices.<br>• Tracks Specialized Shelter Bed program expenditures.<br>• Prepares overtime projections, monthly military reservist and volunteer reports. | **Cooperative Data Coordinator**<br><br>• Prepares Cooperative program outcome reports on a regular basis for the purpose of monitoring the cooperative contract, case service contracts, and MOUs.<br>• Develops and maintains a staff time tracking system and provides training to cooperative staff to use the system to track certified expenditures.<br>• Completes Cooperative program time records monthly. |
| **Secretary III**<br><br>• Provides administrative support to the MH Clinical Program.<br>• Inventories and orders division's supplies. | **Cooperative Secretary**<br><br>• Coordinates and arranges MOU meetings.<br>• Prepares copies of MOU and contract information for MOU meetings.<br>• Prepares and maintains a DMH/DOR Cooperative directory.<br>• Completes Cooperative program time records monthly. |

| Occupational Therapist II | Rehabilitation Liaison II |
|---|---|
| • Provides vocational screening services for LACDMH clients.<br>• Documents and submits billings for services rendered to LACDMH clients.<br>• Participates in case conferences/meetings.<br>• Assists clients with accessing community resources needed to achieve their employment goals.<br>• Collaborates with other LACDMH, DOR, and CALWORKS staff to provide services relating to assisting mutual consumers in achieving employment goals.<br>• Provides individual and group psychosocial rehabilitation client services. | • Completes LACDMH vocational program intakes and establishes client files for DOR referred clients.<br>• 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.<br>• Acts as resource and consultant regarding the development of the IPE.<br>• Consults for, and participates in, coordinated meetings/staffings between DOR, DOR clients and LACDMH staff to determine agreements for service provision.<br>• Collaborates with DOR, referral sources, significant others, and/or Cooperative program staff regarding vocational services for DOR clients.<br>• Intervenes with employment related issues/events which could interfere with client's successful completion of their 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 |

| | |
|---|---|
| | makes appropriate referrals to center clinical staff as needed.<br>• Attends weekly and quarterly LACDMH/DOR meetings.<br>• Provides DOR with copies of completed evaluations.<br>• Completes Cooperative program time records monthly. |
| **Psychiatric Technician III**<br><br>• Provides medication support services.<br>• Provides individual and group mental health and psychosocial rehabilitation services.<br>• Participates in case conferences/meetings. | **Rehabilitation Liaison I**<br><br>Duties are the same as the Rehabilitation Liaison II staff listed above |
| **Supervising Psychiatric Social Worker**<br><br>• Provides staff supervision<br>• Completes psychosocial assessments.<br>• Develops clients care/coordination plans<br>• Conducts individual and group therapy<br>• Participates in case conferences/meetings.<br>• Develops and maintains working relationships with American Indian community agencies. | **Rehabilitation Liaison I**<br><br>Duties are the same as the Rehabilitation Liaison II staff listed above. |

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| **MH Services Coordinator II**<br><br>• Oversees Wellness Center Activities.<br>• Provides Wellness Center staff supervision. | **Rehabilitation Liaison I**<br><br>Duties are the same as the Rehabilitation Liaison II staff listed above. |
| **Medical Case Worker II**<br><br>• Links clients to community resources.<br>• Assists clients with benefits establishment.<br>• Participates in case conferences/meeting. | **Rehabilitation Liaison I**<br>Duties are the same as the Rehabilitation Liaison II staff listed above. |

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

## SPECIAL TERMS AND CONDITIONS

### 1. 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.

### 2. Contract Manual

Contractor acknowledges that it was provided with and is familiar with the provisions of the Department of Rehabilitation's Contract Manual for Case Services/Cooperative Contract Program Agreements (DOR Contract Manual) for the Fiscal Year(s) covered under this contract, and it specifically agrees that it will comply with all applicable provisions of the Contract Manual. Contractors are expected to refer to and comply with the DOR Contract Manual contracts. This manual is referenced in the contract and, as such, is a contract document. Match requirements are applicable to Cooperative Programs only.

### 3. Settlement of Disputes

Any dispute concerning performance under the terms of this agreement which is not disposed of within a reasonable period of time by the Contractor and State shall be brought to the attention the local DOR District Administrator and a designated representative of the contractor for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the State representative shall be available to assist in the resolution by providing advice to both parties as to State of California policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction in the State of California.

### 4. Rehabilitation Act

By signing this contract, Contractor certifies that it shall comply with all provisions of the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.) and applicable federal and state regulations.

Notwithstanding provisions to the contrary, State shall supervise provision of vocational rehabilitation services authorized by the Rehabilitation Act of 1973, as amended, and the State Plan for Vocational Rehabilitation Services.

Consumer eligibility and scope of services to be provided under the terms of this contract agreement shall be determined by State in accordance with all applicable laws and regulations. Program expenditures and staff providing services under the contract agreement are under the administrative supervision of State.

State shall assign to serve as program staff, State employed vocational rehabilitation case carrying staff, and other personnel required to discharge its functions under the terms of this contract, the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.), and the State Plan for Vocational Rehabilitation Services. This shall include all administrative, supervisory, technical, and consultative services necessary to fulfill State's responsibilities under the terms of this contract.

## 5. Travel

The Contractor agrees that all travel expenses and per diem rates paid its employees under this contract shall be reimbursed at actual costs not to exceed the Department of Personnel Administration (DPA) designated rates stated on the DPA website. In addition, travel outside of the State of California shall be reimbursed at DPA designated rates for only travel to states bordering California if the consumer needs to obtain services or employment in the bordering state and prior written authorization is obtained from the DOR Contract Administrator.

## 6. Personnel Standards

Contractor shall maintain personnel standards in accordance with the Code of Federal Regulations, 34 CFR 361.51(b).

## 7. Confidentiality

Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by DOR. Any information obtained by Contractor in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.

Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this contract, 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.)

Contractor agrees to report any security breach or 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.

Security breaches or incidents that must 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 or data containing DOR consumers' personal information. IT equipment includes, but is not limited to, laptop and desktop computers, PDAs, CDs, DVDs, flash drives, servers, printers, peripherals, and any other portable electronic devices and media. Data can be held in medium that includes, but is not limited to, electronic and paper.

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 contract. 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. 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 "Requirements" 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/servpro.htm

Additional training and awareness tools are available at the California Office of Information Security and Privacy Protection (OISPP) website. OISPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

## 8. Accounting System Requirements

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 and the Contract and Contract Manual. The Contractor's financial management system shall provide for:

- 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, allocability, and allowability of 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.

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 Management and Budget Circulars.

Contractor shall provide State's staff access to all Contractor's case file records and evaluations of individuals referred to the program, with the written consent of the individual.

## 9. Audits Requirements and Records Retention

State shall have the right to conduct inspections and/or audits of Contractor to determine whether expenditures by Contractor were made in compliance with this contract, the Department of Rehabilitation's Contract Manual for the fiscal year(s) covered under this contract and other applicable federal or state statutes and regulations. 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 contract, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation. 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.
Non-federal entities receiving financial assistance of $500,000 or more in Federal funds from all sources, either directly from a Federal awarding agency or indirectly from a pass-through entity, are required to have a single or program-specific audit conducted in accordance with Office of Management and Budget **(OMB) A-133, Audits of States, Local Governments, and Non-Profit Organizations.** Non-federal entities that spend less than $500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in OMB A-133. Entities required to have an audit under OMB A-133 must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards (GAGAS) developed by the Comptroller General, and the OMB Compliance Supplement. Audit reports and any resulting management letters must be submitted within the earlier of 30 days after receipt of the auditor's report, or nine months after the end of the audit period. The reports required by OMB A-133 must be submitted to:

Department of Rehabilitation
Audit Services
721 Capitol Mall, 3rd Floor
Sacramento, CA 95814

Contractor must include in the contract with its independent auditor that the State Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives have the right to inspect and review the independent auditor's workpapers regardless of the type of engagement performed upon notice by the Contractor, or upon notice by appropriate State and Federal representatives.

**10. Principles and Standards for Determining Allowable Costs, including Requirements for Documenting Personnel Activity Chargeable to the Contract**

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

The allowable cost must: 1) be generally recognized and necessary for the operation of the Contractor's organization, 2) be reasonable for the performance of the contract, including acceptable sound business practices 3) be subject to the terms and conditions of the contract and approved DOR budgeted line items, 4) not be used for general expenses required to carry out other responsibilities of the Contractor, and 5) be properly supported.

Further, documenting and supporting the distribution of personnel activity to the contract is critical. The Contractor agrees to comply with the OMB Circular applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

The Federal Office of Management and Budget (OMB) has established cost principles for determining allowable costs chargeable to Federal awards The applicable Federal and State laws and regulations, including OMB Circulars, take precedence, **except where the contract is more restrictive.**

The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following:

- 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
- 34 CFR 361 – The State Vocational Rehabilitation Services Program
- OMB A-21 – Cost Principles for Educational Institutions
- OMB A-87 – Cost Principles for State, Local, and Indian Tribal Governments
- 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 are available for download and review on the Internet at www.whitehouse.gov/omb/circulars.**

**A copy of Title 34 CFRs are available at http://www.gpoaccess.gov/cfr/index.html**

**11. Pattern of Service (Cooperative Agreements Only)**

As required by Federal regulations ( 34 CFR 361.28), the services provided by the Contractor under this contract cannot be the customary or typical services, but rather the services must have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.

**12. Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By signing this contract, agrees to comply with applicable federal suspension and debarment regulations. The contractor certifies that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

**13. Procurement Rules**

Unless otherwise stipulated in writing by DOR, prior written authorization from the DOR Contract Administrator will be required before the Contractor will be reimbursed for any purchase/service order of $2,500 or more for any articles, supplies, or services. The Contractor is required to provide all particulars necessary for evaluation of the "necessity or desirability " of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted or adequate justification provide for the absence of bidding. (See SCM 3.17.2 D)

## *EXHIBIT E – ADDITIONAL 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 and production reports from DOR on a monthly basis and verify the accuracy of the client listing.
- Attend and participate in Quarterly Administrative meetings with local MH partner agencies to review production reports, client lists, participate in 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.

## EXHIBIT E
## ADDITIONAL PROVISIONS

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

- Maintain documentation on all contract activities, including the performance of the contract services, invoice reviews and approvals, monitoring activities, and other contract administration activities.

- Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract, and that the Contractor prepares and maintains adequate documentation to support the services provided.

- 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 contract period are based on actual allowable costs, and that the invoices are current, correct, and timely.

- 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.

- Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice.

- Ensure there are sufficient funds to pay for all services rendered as required by the contract.

- 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 contract. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Contracts only)

- Identify low usage levels and consider partial disencumbrance of contract funds.

- Periodically review personnel activity reports for staff funded by the contract to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB circular.

- Verify that all contract staff are providing services in accordance to their duties specified in the contract, including ensuring that:
  1. Personnel duty statements or a copy of the Contract Budget Narrative/Contract Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the contract.
  2. Verify that job duties, as provided by the contract staff, match contract 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 contract staff provide services only to authorized DOR consumers. (Case Service Contracts only)
- Review the CAS 170AA report. (Case Service Contracts only)

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

FISCAL YEARS 2009 – 12 DOR/DMH COOPERATIVE AGREEMENT
CONTRACTED AGENCIES AND DIRECTLY-OPERATED CLINICS

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

**ATTACHMENT III**

**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 2009-10, 2010 – 11 and 2011 - 12 with the State Department of Mental Health.

The foregoing Resolution was adopted on the 10th day of JUNE, 2009 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 _____
Deputy

APPROVED AS TO FORM:
COUNTY COUNSEL

By _____
Deputy County Counsel

**ATTACHMENT IV**

**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 2009 -10, 2010 – 11 and 2011 - 12 with the State Department of Mental Health.

The foregoing Resolution was adopted on the 16th day of June, 2009 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 _____
Deputy

APPROVED AS TO FORM:
COUNTY COUNSEL

By _____
Deputy County Counsel

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Los Angeles County- Department of Mental Health
Countywide Housing, Employment & Education Resource Development

Attachment V

## Department of Rehabilitation Cooperative Agreement
## Case Service Contract Matching Funds
## Fiscal Years 2009-12

| Name of Agency | CGF/MHSA Match for FY 2009-12 | | |
|---|---|---|---|
| | CGF | MHSA | TOTAL |
| Didi Hirsch Community Mental Health Center | $ 64,303 | 0 | $ 64,303 |
| Dubnoff Center | $ 76,494 | | $ 76,494 |
| Los Angeles Child Guidance Clinic | 0 | $ 28,573 | $ 28,573 |
| Mental Health Association Los Angeles County--The Village and Antelope Valley | $114,305 | $ 158,178 | $ 272,483 |
| Pacific Clinics/Portals | $ 130,315 | | $ 130,315 |
| San Fernando Valley Community Mental Health Inc. | $ 86,959 | $ 41,195 | $ 128,154 |
| Special Service for Groups- Asian Pacific Counseling & Treatment Center | $ 35,882 | $ 8,423 | $ 44,305 |
| Step Up on 2nd Street | $ 27,159 | $ 11,639 | $ 38,798 |
| The Help Group | $ 50,342 | 0 | $ 50,342 |
| TOTALS | $ 585,759 | $ 248,008 | $ 833,767 |

# DOR PROGRAM BUDGET SUMMARY 2009-12

| DMH Legal Entity (LE) Contributions for DOR Agreement 2009-12 | | | | DOR Program Budget/Costs FY 2009-12 | |
|---|---|---|---|---|---|
| Agency | Total LE Contribution for Agreement FY 2009-12 | Federal Match + DOR Share FY 2009-12* | LE Contribution + Federal Match + DOR Program Costs FY 2009-12* | DOR Program Budget FY 2009-12** | Case Service Contract Amounts FY 2009-12** |
| **Case Service Contractor Contribution** | | | | | |
| Didi Hirsch | $64,303 | $237,590 | $301,893 | $0 | $301,893 |
| Dubnoff Center | $76,494 | $282,633 | $359,127 | $39,190 | $319,937 |
| LA Child Guidance Center | $28,573 | $105,573 | $134,146 | $1 | $134,145 |
| Mental Health America of LA | $272,483 | $1,006,779 | $1,279,262 | $314,956 | $964,306 |
| Pacific Clinics/Portals | $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 - Asian Pacific Counseling & Treatment Center | $44,305 | $163,699 | $208,004 | $22,700 | $185,304 |
| Step Up on Second | $38,798 | $143,352 | $182,150 | $19,879 | $162,271 |
| The Help Group | $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** | **$226,809** | **$680,427** | **$907,236** | **$680,427** | |
| **TOTALS** | **$ 1,124,998** | **$ 3,999,088** | **$ 5,124,086** | **$ 1,457,974** | **$3,439,303** |

*see Attachment I -- DOR Program Budget Summary

**see Attachment I -- DOR Program Budget Summary Page 2

| | | |
|---|---|---|
| Case Service Contract Amounts FY 2009-12 | | $3,439,303 |
| DOR Program Budget (Rehab Counselors + Case Services)** | | $1,457,974 |
| DOR Program Cost** | Sub-Total | $4,897,277 |
| DMH Certified Expenditures | + | $226,809 |
| DOR PROGRAM BUDGET | TOTAL | $5,124,086 |