COUNTY OF LOS ANGELES

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

SUSAN KERR
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

BOARD OF SUPERVISORS
GLORIA MOLINA
YVONNE BRATHWAITE BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

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

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax No.: (213) 386-1297

December 30, 2003

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#23

JAN 13 2004

VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVAL OF STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION COOPERATIVE AGREEMENT WITH COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH FOR FISCAL YEAR 2003-2004 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the renewal of the Cooperative Agreement between the County of Los Angeles - Department of Mental Health (DMH) and the State of California - Department of Rehabilitation (State DR), substantially similar to Attachment I, for Fiscal Year (FY) 2003-2004. This Cooperative Agreement allows for the provision of vocational services to the County's mentally ill clients by 11 contracted agencies and 17 directly–operated mental health clinics, as listed in Attachment II. State DR funds this Agreement in the amount of $3,264,303 and County General Funds (CGF) in the amount of $942,398 are included, for a total funding of $4,206,701. The term of the Cooperative Agreement is July 1, 2003 through June 30, 2004.

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 four original copies of the Cooperative Agreement.

4. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute amendments to 11 existing Legal Entity (LE) Agreements, substantially similar in format to Attachment V, and establish as a new Maximum Contract Amount the aggregate of each original contract and all amendments through and including these amendments provided for in this Board Letter. Additionally, delegate supplemental authority to the Director of Mental Health to amend these LE Agreements again in the future, provided that: 1) the County's total payments to contractor under the Agreement for each fiscal year shall not exceed a change of twenty percent from the applicable revised Maximum Contract Amount; 2) any increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer or his designee is obtained prior to any such Amendment; 5) the parties may by written amendment mutually agree to reduce programs or services without reference to the twenty percent limitation; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The renewal of this Cooperative Agreement will allow DMH to continue to maintain a partnership with State DR for the provision of employment services for individuals with chronic mental illness at 11 existing contracted agencies that have Case Service Agreements with State DR and at 17 directly-operated mental health clinics. Both are listed in Attachment II. Without Board approval, programs assisting clients with finding and maintaining competitive employment would be eliminated or substantially reduced.

This is an annual renewal of the contract with State DR. That contract has been historically renewed after the start of each fiscal year because DMH does not receive the renewal information from State DR to allow earlier processing. In this fiscal year, it has been even further delayed by the need for an extensive review by County Counsel in light of the lawsuit involving prior year versions of the Agreement, which was recently served on the County. The current Cooperative Agreement with State DR expired on June 30, 2003. Upon Board approval, the renewal of the Cooperative Agreement will be retroactive to July 1, 2003, and will run through June 30, 2004. Board approval of this annual contract renewal, which requires a Board Resolution, will allow DMH consumers to continue to receive vocational rehabilitation services, without interruption, through its contracted agencies and directly-operated programs. Additionally, the renewal of this Cooperative Agreement allows County to receive additional revenue, which benefits residents of Los Angeles County. The County's receipt of additional

revenue meets the CAO exemption criteria as stipulated in the policy memo dated September 7, 2000.

Additionally, DMH requests delegated authority to the Director of Mental Health or his designee to prepare and execute amendments to 11 existing Legal Entity Agreements to reduce the amount of County General Funds (CGF) provided to them in their existing contracts. DMH will submit these funds to State DR, which will use such money and the related federal match to fund the Case Service Contracts between these Legal Entities and State DR.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the County's Programmatic Goal 7, Health and Mental Health, within the Countywide Strategic Plan. Access to employment services will be enhanced through the collaboration of government agencies and community-based organizations.

FISCAL IMPACT/FINANCING

The Cooperative Agreement requires DMH to contribute matching funds in order for State DR to access Federal vocational rehabilitation monies. The terms of the Cooperative Agreement state that DMH can meet its match requirement through either cash match and/or non-cash match of certified time. The certified time of DMH employees allows State DR to draw down Federal funds. The monetary value of certified time is based on staff salaries for time spent to perform the following functions: administration of the Agreement, vocational assessment and liaison services.

The total budget for the FY 2003-2004 Cooperative Agreement is $4,206,701, which is comprised of Federal funds provided to State DR in the amount of $3,264,303 and DMH's contribution of $942,398. DMH's contribution is a combination of cash and non-cash/certified time commitments. DMH's cash contribution of $629,083 allows State DR to draw down $2,324,358 in Federal funds. These dollars are from General Funds currently in DMH's FY 2003-2004 Adopted Budget. DMH's non-cash contribution of $313,315 consists of salaries based on certified time of staff involved in the Agreement. This non-cash contribution allows State DR to receive an additional $939,945 in Federal funds. There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1991, DMH has participated in a Cooperative Agreement with State DR to provide vocational services for individuals disabled by chronic mental illness. During FY 2002-2003, 2,216 clients were served through the Cooperative Agreement Program according to State DR. Upon Board approval, the term of this Cooperative Agreement will be effective July 1, 2003 through June 30, 2004. This "umbrella" Agreement provides for both agencies to share the responsibility for funding, administration and oversight of the vocational programs at a total of 29 mental health program sites. The service sites are operated by 11 existing contracted agencies and 17 directly-operated mental health clinics. State DR contracts directly with contracted agencies through Case Service Agreements. These Case Service Agreements enable these programs to provide employment services, including vocational assessment, work adjustment, personal and social adjustment services, thereby, enhancing the employment services delivery system.

For FY 2003-2004, a total of 2,000 unduplicated DMH/State DR clients will be served through this Cooperative Agreement. A total of 823 new referrals will be made to State DR; 600 individual plans for employment will be developed; and 300 cases will be successfully closed. It is also projected that 50 percent of the clients whose cases are closed following plan initiation will have attained an employment outcome.

The Cooperative Agreement specifies the services to be provided and the funding amounts to be reimbursed for the services. The Agreement expressly provides that the County has no obligation to pay for expenditures beyond the contract amount.

During the past year, DMH has worked with State DR to strengthen the employment services offered to DMH clients. With this additional focus on career goals, strengths and abilities, clients are more prepared to meet State DR eligibility requirements for employment-related services. These services include funds for transportation, clothing and uniforms, job-related tools and equipment, training, and other services that enable clients to obtain and maintain employment.

The Amendment format and the key terms and conditions of the Cooperative Agreement have been reviewed and approved by County Counsel. In addition, the Chief Administrative Office and DMH's Financial Services and Program staff have reviewed and approved the proposed actions.

CONTRACTING PROCESS

Federal and State law allows that DMH and State DR enter into the Cooperative Agreement to provide services as designated without requiring the use of a solicitation or bid process.

IMPACT ON CURRENT SERVICES

The Cooperative Agreement with State DR will enable the continuation of vocational rehabilitation services to DMH consumers, without interruption, at DMH's directly-operated and contracted agencies throughout the County of Los Angeles.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board's action and two (2) certified copies of the Resolution. It is requested that the Executive Officer of the Board notifies the Department of Mental Health'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:SK:RK:KT

Attachments (5)

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

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (Rev 09/01)

ATTACHMENT I

AGREEMENT NUMBER
24270
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, 2003 -Through- June 30, 2004**

3. The maximum amount of this Agreement is: **$ 0.00** County Cash Match: $629,083.00, Certified Expenditure: $313,315.00

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	17 Page(s)

* **Exhibit C - General Terms and Conditions**	**GTC - 103**	**01/01/2003**
Exhibit D - Special Terms and Conditions	4 Page(s)	
Exhibit E - Additional Provisions	1 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 **550 South Vermont, 11th 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 **Florence Hughes, Chief, Contracts and Procurement**		
ADDRESS **2000 Evergreen Street, Sacramento, CA 95815-3832**		☐ Exempt Per _____

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD. 213 (Rev 09/01)

AGREEMENT NUMBER
24270
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, 2003 -Through- June 30, 2004**

3. The maximum amount of this Agreement is: **$ 0.00** County Cash Match: $629,083.00, Certified Expenditure: $313,315.00

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	17 Page(s)
*** Exhibit C - General Terms and Conditions**	**GTC - 103 01/01/2003**
Exhibit D - Special Terms and Conditions	4 Page(s)
Exhibit E - Additional Provisions	1 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 **550 South Vermont, 11th 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 **Florence Hughes, Chief, Contracts and Procurement**		
ADDRESS **2000 Evergreen Street, Sacramento, CA 95815-3832**		☐ Exempt Per _____

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD. 213 (Rev 09/01)

AGREEMENT NUMBER
24270
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, 2003 -Through- June 30, 2004**

3. The maximum amount of this Agreement is: **$ 0.00** County Cash Match: $629,083.00, Certified Expenditure: $313,315.00

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	17 Page(s)
*** Exhibit C - General Terms and Conditions**	**GTC - 103 01/01/2003**
Exhibit D - Special Terms and Conditions	4 Page(s)
Exhibit E - Additional Provisions	1 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 **550 South Vermont, 11th 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 **Florence Hughes, Chief, Contracts and Procurement**		
ADDRESS **2000 Evergreen Street, Sacramento, CA 95815-3832**		☐ Exempt Per _____

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD. 213 (Rev 09/01)

AGREEMENT NUMBER
24270
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, 2003 -Through- June 30, 2004**

3. The maximum amount of this Agreement is: **$ 0.00** County Cash Match: $629,083.00, Certified Expenditure: $313,315.00

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	17 Page(s)

* **Exhibit C - General Terms and Conditions**	**GTC - 103**	**01/01/2003**
Exhibit D - Special Terms and Conditions	4 Page(s)	
Exhibit E - Additional Provisions	1 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 **550 South Vermont, 11th 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 **Florence Hughes, Chief, Contracts and Procurement**		
ADDRESS **2000 Evergreen Street, Sacramento, CA 95815-3832**		☐ Exempt Per _____

COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF CALIFORNIA
DEPARTMENT OF REHABILITATION
AND THE
LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
FISCAL YEAR 2003-2004

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 clients) 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 Mid-Cities, Orange San Gabriel, and San Bernardino/Lancaster branch office.

The County operated clinics and the local DOR staff will work collaboratively to provide services to mutual clients. Because local relationships vary from clinic to clinic, each local collaborative partnership will 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, IPE development, IPE progress and monitoring, employment services, education supports, and expected outcomes.

Twelve (12) community-based case service contractors will provide clients with vocational assessment, work adjustment, personal vocational and social adjustment 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 five 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 clients. 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 clients served by this cooperative effort.

DOR District	County Mental Health Clinic	CSC Provider
Mid Cities	South Bay M.H Center Compton M.H. Center W. Central M.H. Center San Pedro M.H. Center Hawkins M.H. Center Long Beach M.H.C	Portals Community Conn. L.A. Child Guidance Enrichment t/Employment MHA The Village
Greater LA	Hollywood M.H. Center EDE Westside Center Northeast M.H. Center Rio Hondo M.H. C. Amer. Ind. Cslg Ctr	Step Up Didi Hirsch Portals Mariposa Asian Pacific
Van Nuys	San Fernando M.H.C. West Valley M.H.C. Santa Clarita M.H.C.	HELP Dubnoff S.F. Comm Inc Pacific Clinics
San Bernardino	Antelope Valley M.H.C. Palmdale M.H.C.	
Orange San Gabriel	Arcadia M.H.C.	

During fiscal year 2003-2004, there will be a total of 2000 unduplicated DOR clients served through this cooperative agreement. A total of 823 new referrals will be made to the Department of Rehabilitation. 600 Individual Plans for Employment and 300 cases will be will be successfully closed. The goal is that 50% of the clients whose cases are closed following plan initiation will have attained a successful employment outcome.

II. SERVICES TO BE PROVIDED

A. Vocational Assessment

County Operated Clinics

1. Description of Services

Vocational Assessment services will be available through certified time staff. The Vocational Assessment service is individually structured using a variety of tools and methods to assess the consumer's work competencies and readiness, and various standardized tests may be utilized. Using the referral as a guideline, the LACDMH vocational assessor will explore, assess, and make recommendations on the clients' functional limitations in relation to vocational readiness with specific focus on the clients' mental health diagnosis. Areas of focus include the following:

Consumer's vocational interest

- Career aspirations, aptitudes, and overall work interests.

Work Capacity

- Level of energy, anxiety, concentration, problem-solving ability.
- Level of job seeking and job keeping skills.

Job Modification and Accommodation Needs

- Specific accommodation concerns and needs to ensure success on the job.

Social and Community Support

- Personal, social and work related behavior.

- Optimal learning and work style.
- Availability of community supports explored.
- Modes of Communications.
- Individual's view of self.

Additional information

- Other information as requested by the DOR counselor.

At the end of the assessment, a written report will be provided.

Service Providers

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.

Service Outcomes/number to be Served

During fiscal year 2003/2004, there will be 195 clients provided with Vocational Assessment services. Of these, 39 clients will be provided Vocational Assessment services through LACDMH clinics and 156 through individual case service contractors identified in the contract.

B. Personal and Social Adjustment Services

1. Description of Services

Individual case service contractors throughout Los Angeles County, identified in this contract, will provide Personal 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.

Service Outcomes and Numbers to be Served

During fiscal year 2003-2004, there will be 24 unduplicated clients provided with Personal and Social Adjustment 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.

Services Outcomes and Numbers to be Served

During fiscal year 2003-2004, there will be 209 unduplicated clients provided Work Adjustment services through individual case service contractors identified in this contract.

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.

Services Outcomes and Number to be served

During fiscal year 2003-2004, there will be 466 unduplicated DR clients provided with Employment Services through individual case service contractors. Of those 466, 386 clients are expected to be placed in employment consistent with their IPE. Of the 386 clients placed, a total of 287 DOR clients will retain employment for a minimum of 90 days.

E. Cooperative Auxiliary Services

1. Description of Services

Cooperative Auxiliary services consist of administrative support services at the County Administrative level, and Liaison support services at the County Operated Clinic level.

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. Cooperative Liaison staff will serve as a conduit for referrals and 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 clients eligibility determination and level of severity of disability for DOR services.

Service Outcomes and Number to be Served

During fiscal year 2003-2004, it is expected the services identified above will be provided in support of 2,000 unduplicated DOR clients through LACDMH.

III. Contract Administrators

Department of Rehabilitation	LA County Department of Mental Health
Donna Smith 222 S. Harbor Blvd. Suite 300 Anaheim, CA 92805 (714) 991-0866 Fax : (714) 991-0865 dcsmith@dor.ca.gov	Dennis Murata, MSW 550 South Vermont 11th floor Los Angeles, Ca 90020 (213) 738-4978 fax: (213) 738-4640 dmurata@dmh.co.la.ca.us

IV Linkage to Other Community Agencies

LACDMH and DOR will utilize linkages with 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 clients 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. Training will be based on the identified needs of programs, clients 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

I. 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.

II. This contract is valid and enforceable only if sufficient funds are made available to the State by the United State Government for the Fiscal Year(s) covered by this contract for the purposes of this program. 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.

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

IV. There are no oral understandings or agreements that are not incorporated in this contract.

V. 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.

VI. The contractor may make changes to existing line items within an approved budget category as long as such change is necessary for the provision of services to DOR consumers and consistent with the budget narrative. The budget categories are (1) Personnel, (2) Operating Expenses, and (3) Indirect/ Administrative Overhead. The Contractor will submit an explanation of the need for such change with the claim for payment. The change cannot result in the deletion of any line item. The State reserves the right to deny payment for any change that is determined by the State to be inappropriate. To make changes between budget categories requires a contract budget revision. Changes in line item amounts may not result in an increase of the total contract amount. Other than changes within categories, any alterations or variation to the contract must be contained in a written contract budget revision approved by State's Contract Office and/or written contract amendment, approved by the Department of General Services.

Exhibit B (Continued)

VII. Staff Percentage of Time/Number of Hours. The staff position percentages of time/number of hours stated in the budget narrative(s) are considered to be annualized percentages of time/number of hours. Over the term of the contract, the average of each staff position's actual percentage of time/number of hours claimed for the contract period cannot exceed the percentage of time/number of hours stated in the budget narrative for that position. Any changes to the budgeted percentage of time/number of hours of a staff position requires a contract revision. 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.

VIII. 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.

IX. Certified Expenditure. Contractor shall certify to the State, on a monthly basis the actual expenditure of Contractor funds for Contractor's cost of operation in the Cooperative program as set forth in the "Cooperative Agency Certified Expenditure Budget Summary." 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 DR Program Budget Summary."

If the value of the actual time certified by the Contractor is below 25% of the actual total program cost, the "Service Budget" may be reduced after review by the DR Contract Administrator State will not pay the Contractor for actual cost until the certified expenditure 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 "Program Budget Summary" shall accrue to the State.

X. Cash Match. Each fiscal year, Contractor will pay to State, quarterly, in advance, upon receipt of an invoice from State, all 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 State.

The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DR Program Budget Summary".

Los Angeles County Department of Mental Health

Attachment 1

Program Budget Summary

Fiscal Year 2003/04

July 1, 2003 - June 30, 2004

		TOTALS
DOR PROGRAM COSTS (From DOR Program Budget)		$3,893,385
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		$313,315
TOTAL PROGRAM COST		**$4,206,700**
Certified Expenditure	25%	$313,315
DOR Share	75%	$939,945
Cash Expenditure	21.3%	$629,083
DOR Share	78.7%	$2,324,358
TOTAL BUDGET		**$4,206,700**

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. The source of the certified expenditure contribution is county general funds

Los Angeles County Mental Health Cooperative Program
Department of Rehabilitation Program Budget Summary
July 1, 2003 to June 30, 2004

Department of Rehabilitation Services

Item	
9 DOR Counselor Units @ $101,377/Counselor Unit	$912,393
Case Services @ $30,000/Counselor Unit (individual client expenses)	$330,000
Case Service Contracts (see attachment III)	$2,650,992
TOTAL DOR PROGRAM COST	$3,893,385

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
2003 - 2004 COOPERATIVE PROGRAM
CASE SERVICE CONTRACTS

Case Service Contract (CSC) Provider	County General Fund Match Contribution for CSC	Total Cooperative Funds Available (Total CSC Amount)
Didi Hirsch Community Mental Health Center	$24,275.40	$113,969.00
Dubnoff Center	$55,993.00	$262,877.00
Enrichment Through Employment	$40,028.00	$187,924.00
Los Angeles Child Guidance Clinic	$28,573.00	$134,145.00
Mental Health Assocation Los Angeles County-The Village	$106,253.00	$498,839.00
Pacific Clinics	$47,786.00	$224,349.00
Portals - Community Connections	$28,682.00	$134,658.00
Portals - Mariposa Clubhouse	$50,652.00	$237,802.00
San Fernando Valley Community Mental Health Inc.	$86,959.00	$408,260.00
Special Service for Groups - Asian Pacific Counseling & Treatment Center	$30,723.00	$144,239.00
Step Up on 2nd	$23,967.00	$112,519.00
The Help Group	$40,771.00	$191,411.00
TOTALS	$564,662.40	$2,650,992.00

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

Fiscal Year 2003/04

July 1, 2003 - June 30, 2004

Contractor Name and Address	
County of Los Angeles-Department of Mental Health 550 S. Vermont Los Angeles, CA 90020	**Cooperative agency agrees that it will make the following expenditures during the fiscal year ending June 30, 2004 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	$ 150,741.60	10%	$ 15,074.16
Vocational Program Head	1	$ 130,328.64	25%	$ 32,582.16
Vocational Program Analyst II	1	$ 95,239.20	5%	$ 4,761.96
Vocational Program Analyst III	1	$ 109,674.00	10%	$ 10,967.40
Administrative Liaison	1	$ 93,438.00	10%	$ 9,343.80
Vocational Services Supervisor I	1	$ 101,602.56	75%	$ 76,201.92
Vocational Evaluator II	1	$ 96,004.80	15%	$ 14,400.72
Vocational Evaluator I	1	$ 86,133.60	10%	$ 8,613.36
Vocational Evaluator II	1	$ 96,004.80	10%	$ 9,600.48
Rehabilitation Liaison I	1	$ 86,133.50	5%	$ 4,306.68
Rehabilitation Liaison II	4	$ 384,019.20	5%	$ 19,200.96
Rehabilitation Liaison II	1	$ 69,844.80	5%	$ 3,492.24
Rehabilitation Liaison I	1	$ 83,834.40	5%	$ 4,191.72
Cooperative Data Coordinator	1	$ 57,820.80	40%	$ 23,128.32
Cooperative Typist Clerk	1	$ 48,655.20	5%	$ 2,432.76
Cooperative Clerk	1	$ 31,247.04	75%	$ 23,435.28
Head Cooperative Clerk	1	$ 50,834.40	5%	$ 2,541.72
OPERATING				
			SUBTOTAL	**$264,275.64**
Indirect Cost/Administrative Overhead:		18.556%		**$49,038.99**
TOTAL EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):				**$313,315**

LOS ANGELES COUNTY DMH

COOPERATIVE AGREEMENT

CERTIFIED EXPENDITURE BUDGET NARRATIVE

JULY 1 2003- JUNE 30, 2004

PERSONNEL

The following personnel will be assigned to the cooperative program. These personnel will function for a specified portion of their time in a VR role, and that portion of their time will be certified for use by DR for General matching purposes (see Cooperative Agency Certified Budget Summary. This role will involve the provision of specific VR services which are other than the traditional personnel roles/services of the Cooperative Agency. In order to identify the difference in function between their Cooperative Agency role and their VR role, the following comparisons are made between their traditional role and their VR role, the following comparisons are made between their traditional and new duties (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 District Chief **1@ 90% FTE** **Directs the administration of the Countywide Community-Based Programs, including developing and controlling the annual budget for the Programs and planning,**	**Cooperative Program Chief** **1@ 10% FTE** • Serves as contract administrator of the cooperative contract between LACDMH and DOR. • Attends cooperative

assigning, and directing the work of the programs	meetings, as appropriate • Completes cooperative program time records monthly. • Supervises administrative staff providing support to the cooperative program under cooperative auxiliary services. • Collaborates with DOR staff to develop and implement a County-wide data system for the cooperative program. • Participates in the annual negotiation of the cooperative contract • Participates in quarterly cooperative administrative meetings, as appropriate
MH Clinical Program Head **1@ 75% FTE** Assists in the direction of the administration of the Countywide Community-Based Programs, including planning, assigning and evaluating the work of subordinate staff.	**Vocational Program Head** **1@ 25% FTE** • Supervises staff providing administrative support to the cooperative program under cooperative auxiliary services. • Attends cooperative meetings, as appropriate • Completes cooperative program time records monthly. • Participates in the annual negotiation of the cooperative contract • Participates in quarterly cooperative administrative meetings

Mental Health Analyst II (1 at 95% FTE) Provides administrative staff support to the Countywide Community-Based programs which includes assisting in directing the work of the programs, including fiscal, contracts, budget and staffing necessary for the operation of the programs as well as assists in formulating, planning and implementing policies, procedures, and programs for the Countywide Community-Based programs	**Vocational Program Analyst II (1 at 5% FTE)** • Attends cooperative meetings, as appropriate • Completes cooperative program time records monthly. • Tracks contract through the county system to facilitate timely approval of contract. • Participates in the annual negotiation of the cooperative contract • Assist with recruitment of staff participating in cooperative program • Works with computer networking system to facilitate cooperative program staff access to database programs to monitor cooperative contract
Mental Health Analyst III and III (1 at 90%FTE) Assists in formulating, planning, and implementing policies, procedures, and programs for the Countywide Community-Based programs, including reviewing new and proposed legislation for impact upon the programs. Participates in work measurement studies, systems and procedure analysis, and in determining data processing needs of the programs.	**Vocational Program Analyst III (1 at 10% FTE)** • Attends cooperative meetings, as appropriate • Completes cooperative program time records monthly. • Tracks contract through the county system to facilitate timely approval of contract. • Participates in the annual negotiation of the cooperative contract • Analyzes budget information for case service contracts, and makes

	recommendations to contract providers regarding service delivery. • Works with contract section at LACDMH to make sure cooperative contract meets County requirements. • Works with contract section at LACDMH, via the county counsel to ensure contract is approved by LA County board of supervisors.
Supervising Psychiatric Social Worker 1@ 90% FTE Trains, instructs, and evaluates the Countywide Community-Based Programs which includes reviews case records and contract providers and directly operated clinics	**Administrative Liaison 1@ 10% FTE** • Attends cooperative meetings, as appropriate • Completes cooperative program time records monthly. • Serves as liaison between administrators of the cooperative contract and county MH clinic managers to facilitate vocational services and vocational supports for cooperative clients
Occupational Therapist Supervisor I **1@ 25% FTE** Provides administrative and supervisory services for the DMH CALWorks employment services unit that includes occupational therapists I& II, employment specialists and support staff.	**Vocational Services Supervisor I** **1@ 75% FTE** • Supervises Vocational Assessors and rehabilitation liaisons contract services to DOR clients. • Monitors the contract tracking system regarding contract service outcomes.

	• Negotiates contract issues and concerns on a local level with all cooperative contract partners. • Participates in DOR/LACDMH staffing meetings and DOR/LACDMH program in-service meetings. • Completes cooperative program time records monthly. • Liaison with case service contract providers, local DOR staff, and county operated clinic staff involved in MOUs. • Participates in local meetings with case service contract providers, DOR staff, and county operated clinic staff, as appropriate • Oversees CARF standards per DOR requirements. • Provides training to new staff involved in cooperative program activities. • Participates in the annual negotiation of the cooperative contract. • Participates in quarterly cooperative administrative meetings

Occupational Therapist I and II 3 staff , one OT I at 90% One OT II at 85%, and One OT II 90% FTE	Vocational Evaluator I and II 3 staff, one Vocational Evaluator I at 10% one Vocational Evaluator II at 15% and Vocational Evaluator II 10% FTE
• Provides vocational screening services for LACDMH clients. • Documents and submits billings for services rendered to DMH clients. • Attends and participates in DMH clinic meetings and client staffings. • Assists client with accessing community resources needed to achieve their employment goals • Collaborates with other DMH, DOR, and CALWORKS staff to provide services relating to assisting mutual consumers in achieving employment goals. • Attends monthly and weekly DMH staff meetings • Actively participates in the psychosocial rehabilitation team and determine services available for DMH clients.	• Complete vocational assessment of DOR referred clients by observation of client potential in groups, in simulated work settings, or in social settings • Complete vocational assessment on DOR referred clients utilizing a variety of standardized assessment tools, as determined between the Vocational Evaluator and the DOR counselor. Assessment tools may include: ABLE, Work Environment Scale, Self Directed Search, or other assessments as needed by the client and to assist the DOR counselor with vocational planning. • At the conclusion of the assessment, a written report of the findings is provided to the referring DOR counselor. • Conduct work skills and peer groups at the Center to assist the clients to obtain and maintain gainful

	employment • Coordinates and participates in local DOR/LACDMH client staffing meetings as appropriate • Participates in DOR/LACDMH program in-service meetings, as appropriate. • Completes cooperative program time records monthly.
Occupational Therapist I and II 5 staff , each at 95% FTE • Provides vocational screening services for LACDMH clients. • Documents and submits billings for services rendered to DMH clients. • Attends and participates in DMH clinic meetings and client staffings. • Assists client with accessing community resources needed to achieve their employment goals • Collaborates with other DMH, DOR, and CALWORKS staff to provide services relating to assisting mutual consumers in achieving employment goals. • Attends monthly and weekly DMH staff meetings • Actively participates in the	**Rehabilitation Liaison I and II 5 staff, each at 5% FTE** • Completes County vocational program intakes and establish client files of DOR referred clients. • After DOR case is opened, obtains medical records and other appropriate information from County MH records to assist the DOR counselor to determine eligibility and LSOD. • Acts as resource and consultant regarding the development of the IPE. • Consults for, and participates in, coordinated meetings/staffings between DOR, DOR clients and County MH staff to determine agreements for service provision. • Collaborates with DOR, referral sources, significant

psychosocial rehabilitation team and determine services available for client	others, and/or cooperative program staff regarding vocational services for DOR clients. • 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 make appropriate referrals to center clinical staff as needed. • Attends weekly and quarterly DMH/DOR meetings • Provides DOR with copies of completed evaluations. • Completes cooperative program time records monthly.
Recreation Therapist II **1 staff @ 95% FTE** • Plans, organizes, and directs a recreation therapy program designed to assist in the treatment and rehabilitation of MH Center patients • Conducts and supervises a variety of individual and group therapeutic, recreation, social and	**Rehabilitation Liaison II** **1 staff @5% FTE** • Completes County vocational program intakes and establish client files of DOR referred clients. • After DOR case is opened, obtains medical records and other appropriate information from County MH records to assist the DOR counselor to

physical activities focused on the restoration of physical, mental, and social capabilities of Center patients • Contributes to the MH rehabilitation services by participating in case conferences, administrative meetings and/or serving on special committees representing recreation therapy • Develops and maintains liaisons with schools, community agencies, and recreation facilities to encourage their participation in recreation therapy and coordinates after care follow-up programs	determine eligibility and LSOD. • Acts as resource and consultant regarding the development of the IPE. • Consults for, and participate in, coordinated meetings/staffings between DOR, DOR clients and County MH staff to determine agreements for service provision. • Collaborates with DOR, referral sources, significant others, and/or cooperative program staff regarding vocational services for DOR clients. • 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. • Attends weekly and quarterly DMH/DOR meetings • Provides DOR with copies of completed evaluations. Completes coop program time records monthly.

HMHC Employment Specialist/ Mental Health Analyst I **1 staff @ 95% FTE** Provides each client: • Prevocational services to: • Job Development: • Post employment services: • Refers clients for services with other community agencies. • Staffs client cases with other Center staff.	**Rehabilitation Liaison I** **1 staff @ 5% FTE** • Completes County vocational program intakes and establish client files of DOR referred clients. • After DOR case is opened, obtains medical records and other appropriate information from County MH records to assist the DOR counselor to determine eligibility and LSOD. • Acts as resource and consultant regarding the development of the IPE. • Consults for, and participate in, coordinated meetings/staffings between DOR, DOR clients and County MH staff to determine agreements for service provision. • Collaborates with DOR, referral sources, significant others, and/or cooperative program staff regarding vocational services for DOR clients. • 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 make appropriate referrals to center clinical staff as needed. • Attends weekly and quarterly DMH/DOR meetings • Provides DOR with copies of completed evaluations. • Completes cooperative program time records monthly
Medical Case Worker II **60% FTE** Develops and maintains a database of services for LACDMH clients receiving employment services. Works with LACDMH billing units as it is related to LACDMH employment services.	**Cooperative Data Coordinator** **40% FTE** • Prepares cooperative program statistical reports on a regular basis for the purpose of monitoring the cooperative contract, case service contracts, and MOUs. • Attends cooperative meetings, as appropriate • Completes cooperative program time records monthly. • Develops and maintains a staff time tracking system and provides training to cooperative staff to use the system to tract certified expenditures
Intermediate Supervising Typist Clerk **1 @ 95% FTE** Provides secretarial support for the DMH employment services	**Cooperative Typist Clerk** **1 @ 5% FTE** • Attends cooperative meetings, as appropriate

unit countywide. Provides clerical support for the CalWORKs units as requested and specific assignments	• Completes cooperative program time records monthly. • Provides clerical support to administrative staff providing certified expenditures under the cooperative contract.
Typist Clerk **1@ 25% FTE** Coordinates the purchasing, mail, and other clerical support for the countywide employment services unit. Functions as the timekeeper for the employment services unit.	**Cooperative Clerk** **1 @ 75% FTE** • Provides clerical support to County staff providing administrative support to the cooperative program as part of certified time. • Attends cooperative meetings, and takes minutes as appropriate • Completes cooperative program time records monthly. • Coordinates receipt of budget information for case service contractors • Coordinates the submission of certified expenditure invoices to DOR • Prepares certified expenditure invoices for submission to DOR • Coordinates with LACDMH accounting section to prepare and submit certified invoices to DOR.

Head Clerk **1 @ 95% FTE** Secretary to Mental Health District Chief. Screens all callers and refers to others as appropriate. Makes appointments and arranges conferences and meetings for supervisors. Maintains a system for tracking training in the county.	**Head Cooperative Clerk** **1 @ 5% FTE** • Schedules and organizes cooperative program administrative meetings. • Assists with scheduling cooperative trainings • Attends cooperative meetings, as appropriate • Completes cooperative program time records monthly. • Assures cooperative staff obtain training required to satisfy CARF standards

Administrative Overhead

Costs represent administrative overhead, inclusive of administrative/accounting; office space and equipment and supplies usage. The indirect cost rate is 17.6473%. Costs are claimed in accordance with Short Doyle/Medi-Cal cost report instructions per MH 1960.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

I. 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.

II. Contract Manual

Contractor acknowledges that they were provided with and is familiar with the provisions of the Department of Rehabilitation's Contract Manual for the Fiscal Year(s) covered under this contract, and they specifically agree that they will comply with all applicable provisions of the Contract Manual. Match requirements are applicable to Cooperative Programs only.

III. 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 of the local Department of Rehabilitation 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.

IV. 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. Client

eligibility, and scope of services to be provided under the terms of this contract shall be determined by State in accordance with all applicable laws and regulations. Program expenditures and staff providing services under the cooperative arrangement 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.

V. Travel

The Contractor agrees that all travel and per diem paid its employees under this contract shall be at rates not to exceed those amounts paid to the State's non-represented employees. No expense for travel outside of the State of California shall be reimbursed.

VI. Personnel Standards

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

VII. 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 State. 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 State.

Contractor agrees to maintain the confidentiality of any information concerning any individual clients it 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.)

VIII. Audit Requirements

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 Circular.

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

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, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall havethe right to review, obtain, and copy all records pertaining to performance of the contract or relevant to determining whether expenditures by Contractor were made in accordance with the contract and applicable laws and regulations. Contractor agrees to provide such auditors with any relevant information requested and shall permit the auditors access to its premises during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to the audit or investigation. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract or until completion of the action and 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.

IX. Principles and Standards for Determining Allowable Costs, including Requirements for Documenting 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. Contracts awarded by the Department, including this contract, are subject to these cost principles as defined in the OMB Circulars.

The Contractor agrees to abide by the cost principles applicable to its organization as specifically defined in the following:

OMB Circular A-21:	Cost Principles for Educational Institutions (Colleges and Universities – CSU/UC)
OMB Circular A-87	Cost Principles for State, Local, and Indian Tribal Governments (Counties, Cities, Special Education Local Plan Areas, School Districts, Regional Occupation Programs, and other State and Local government agencies; generally applicable to Community College Districts)
OMB Circular A-122:	Cost Principles for Non-Profit Organizations

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.

A copy of the OMB Circulars listed above are available for download and review on the Internet at www.whitehouse.gov/omb/circulars.

The applicable Federal and State laws and regulations, including OMB Circulars, take precedence, except where the contract is more restrictive.

X. Pattern of Service (Cooperative Programs Only)

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. These services are applicable to Cooperative Programs only.

Exhibit E

Additional Provisions

I. Contract Monitoring and Reporting

The DOR Contract Administrator will monitor this contract through monthly communication with the Los Angeles County Department of Mental Health Contract Administrator, Case Service Contractors, county operated clinic staff, and DOR liaison staff. DOR and LACMH staff will attend quarterly meetings to assess progress towards goals, best practices and unresolved issues.

The cooperative agency will:

- Submit monthly 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.
- Upon receipt of a composite DOR client listing from DOR Statistics Section, provide a client listing and outcome report that is sorted by clinic and service provider, and distribute to clinics, service providers, and the DOR Contract Administrator.

The DOR Contract Administrator will monitor the contract by:

- Review and approve certified expenditure invoices monthly;
- Review monthly production and encumbrance reports;
- Periodically review personnel activity reports completed by certified time staff.
- Reviewing the LACMH client listing and outcome report that is sorted by clinic and service provider, and distribute to applicable DOR offices.

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
Contracts Development and Administration Division

FISCAL YEAR 2003-2004 DR/DMH COOPERATIVE AGREEMENT PROVIDERS AND SITES

Contracted Agencies	Directly-Operated Clinics
Didi Hirsch Psychiatric Service	American Indian Counseling Center
Dubnoff Center for Child Development and Educational Therapy, Inc.	Antelope Valley MHC
Enrichment Through Employment (ETE)	Arcadia MHC
The Help Group Child and Family Center	Augustus F. Hawkins MHC
The Los Angeles Child Guidance Clinic	Compton MHC
Mental Health Association in Los Angeles County dba The Village Integrated Services	Edelman Westside MHC
Pacific Clinics	Hollywood MHC
Portals – Community Connections – Mariposa Clubhouse	Long Beach MHC
Step Up On Second Street, Inc.	Northeast MHC
San Fernando Valley Community MHC, Inc.	Palmdale MHC
Special Service For Groups (Asian Pacific Counseling and Treatment Center)	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 for Fiscal Year 2003-2004 with the State Department of Rehabilitation.

The foregoing Resolution was adopted on the 13th day of January, 2003 4 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.

VIOLET VARONA-LUKENS,
Executive Officer-Board of Supervisors
of the County of Los Angeles

By Don Knabe
~~Chair, Board of Supervisors Deputy~~
CHAIRMAN, BOARD OF SUPERVISORS

By Sylvia J. Villalobos

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By Andrea D Lee
Principal Deputy County Counsel

LJ:Resolution Cooperative Agreement 2003-2004

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 for Fiscal Year 2003-2004 with the State Department of Rehabilitation.

The foregoing Resolution was adopted on the 13th day of January, 2003 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.

VIOLET VARONA-LUKENS,
Executive Officer-Board of Supervisors
of the County of Los Angeles

By Don Knabe
~~Chair, Board of Supervisors Deputy~~
CHAIRMAN, BOARD OF SUPERVISORS

By Sylvia J. Villalobos

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By Anita D'Lee
Principal Deputy County Counsel

LJ:Resolution Cooperative Agreement 2003-2004

ATTACHMENT V

CONTRACT NO. _____

AMENDMENT NO. _____

THIS AMENDMENT is made and entered into this _____ day of _____, 2003, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____ _____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated _ _____, identified as County Agreement No. **DMH-**_____ (and any subsequent amendments (hereafter collectively "Agreement"), if applicable); and

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

WHEREAS, for Fiscal Year 2003-2004, County and Contractor intend to amend Agreement to continue the provision of vocational rehabilitation services funded by the Cooperative Agreement with the State of California – Department of Rehabilitation (State DR); and

WHEREAS, for Fiscal Year 2003-2004, County and Contractor intend to decrease County General Funds (CGF) in the amount of $_____ from the Maximum Contract Amount (MCA). These funds are being deducted from the Agreement as a required match when the Contractor enters into a Cooperative Agreement with State DR for the provision of vocation rehabilitation services. The new Maximum Contract Amount for Fiscal Year 2003-2004 will be $_____; and

WHEREAS, County and Contractor intend to amend Agreement to add contract monitoring language to protect against contract overruns and require that Contractor

notify the County when the Maximum Contract Amount has been incurred up to seventy-five percent (75%), and when the contract is within six months of expiration. (if applicable) and

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

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

1. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph B (Reimbursement For Initial Period) and Subparagraph C (Reimbursement If Agreement Is Automatically Renewed) (if applicable) shall be deleted in its/their entirety and the following substituted therefor:

   "B. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____ _____ DOLLARS ($_____) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes Cash Flow Advance, which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract

Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to seventy-five percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 57 (NOTICES).

C. Reimbursement If Agreement Is Automatically Renewed:

(1) Reimbursement For First Automatic Renewal Period: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____

_____

_____ DOLLARS ($_____)

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

Paragraph 57 (NOTICES).

(2) Reimbursement For Second Automatic Renewal Period: The Maximum Contract Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____

_____

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

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

"E. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor

shall send such notice to those persons and addresses which are set forth in Paragraph 57 (Notices)."

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

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

5. Financial Summary - __ for Fiscal Year 2004-2005 shall be deleted in its entirety and replaced with Financial Summary __ for Fiscal Year 2004-2005, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - __ for Fiscal Year 2004-2005 shall be deemed amended to state "Financial Summary - __ for Fiscal Year 2004-2005."

6. Financial Summary - __ for Fiscal Year 2005-2006 shall be deleted in its entirety and replaced with Financial Summary - __ for Fiscal Year 2005-2006, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - __ for Fiscal Year 2005-2006 shall be deemed amended to state "Financial Summary - __ for Fiscal Year 2005-2006."

7. Contractor shall provide services in accordance with Contractor's Fiscal Year 2003-2004 Negotiation Package for this Agreement and any addenda thereto

approved in writing by Director.

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

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

Contractor Name:

Legal Entity Number:

Agreement Period:

Fiscal Year:

DMH Legal Entity Agreement
Attachment II
Financial Summary Page 1 o f 2
Amendment Number (If Applicable) _____

Categories		Maximum Funding Source Totals		
A. Allocations:				
County General Fund (CGF)	1. EPSDT Baseline Medi-Cal Local Match	$ -		
	2. AB3632 (SB90) Baseline	$ -		
	3. All Other County General Fund	$ -		
	CGF: (1 thru 3) Total	$ -	*NR or CR*	
(Insert name of funding source here)		$ -		Provider Nos:
(Insert name of funding source here)		$ -		Provider Nos:
(Insert name of funding source here)		$ -		Provider Nos:
(Insert name of funding source here)		$ -		Provider Nos:
(Insert name of funding source here)		$ -		Provider Nos:
(Insert name of funding source here)		$ -		Provider Nos:
(Insert name of funding source here)		$ -		Provider Nos:
(Insert name of funding source here)		$ -		Provider Nos:
(Insert name of funding source here)		$ -		Provider Nos:
(Insert name of funding source here)		$ -		Provider Nos:
(Insert name of funding source here)		$ -		Provider Nos:
(Insert name of funding source here)		$ -		Provider Nos:
Total Allocations (A)		$ -		
B. Pass Through:				
FFP		$ -		
EPSDT	State General Fund	$ -		
AB3632 (SB90)	State General Fund	$ -		
Total Pass Through (B)		$ -		
Maximum Contract Amount/Net Program Budget (A+B):			**$ -**	
C. Third Party:				
Medicare		$ -		
Patient Fees		$ -		
Insurance		$ -	$ -	
Other		$ -		
Total Third Party (C)		$ -		
Gross Program Budget (A+B+C):			**$ -**	

Footnotes Section:

Contractor Name:

Legal Entity No:

Agreement Period:

Fiscal Year:

DMH Legal Entity Agreement
Attachment II

Rate Summary Page 2 of 2

Amendment Number (If Applicable) ____

MENTAL HEALTH SERVICES		Mode of Service	Service Function Code (SFC) Range	Provisional Rates Negotiated NR	Provisional Rates Cost Reimb CR	Provider Numbers
A. 24 - HOUR SERVICES :						
Hospital Inpatient		05	10 - 18			
Hospital Administrative Day		05	19			
Psychiatric Health Facility (PHF)		05	20 - 29			
SNF Intensive		05	30 -34			
IMD/STP Basic (No Patch)	Beds 1-59	05	35			
	Beds 60 & over	05	35			
Patch for IMD		05	36 - 39			
Mentally Ill Offenders	Indigent	05	36 - 39			
	Regular	05	36 - 39			
IMD - Like		05	36 - 39			
IMD (W/Patch) Sub-Acute (60 days)		05	38			
Adult Crisis Residential		05	40 - 49			
Residential Other		05	60 - 64			
Adult Residential		05	65 - 79			
Semi - Supervised Living		05	80 - 84			
Independent Living		05	85 - 89			
MH Rehab Centers		05	90 - 94			
B. DAY SERVICES :						
Vocational Services		10	30 - 39			
Socialization		10	40 - 49			
SNF Augmentation		10	60 - 69			
Day Treatment Intensive: Half Day		10	81-84			
Day Treatment Intensive: Full Day		10	85-89			
Day Rehabilitative : Half Day		10	91-94			
Day Rehabilitative : Full Day		10	95-99			
C. OUTPATIENT SERVICES :						
Case Management, Brokerage		15	01 - 09			
Mental Health Services		15	10 - 19 /30-59			
Therapeutic Behavioral Services (TBS)		15	58			
Medication Support		15	60 - 69			
Crisis Intervention		15	70 - 79			
D. OUTREACH SERVICES :						
Mental Health Promotion		45	10 - 19			
Community Client Services		45	20 - 29			
E. SUPPORT SERVICES :						
Life Support/Board & Care		60	40 - 49			
Case Management Support		60	60 - 69			
Flexible Funding (Cost Reimbursement)		60	64			
F. HEALTHY FAMILIES :						
Alcohol/Drug Abuse Counseling and Ed. Srvcs.						

DMH Summary of Amendment Changes

LEGAL ENTITY NAME: _____

Contract No.: _____ Legal Entity No.: _____ Amendment No.: _____

LISTING OF FUNDING SOURCES

1	Realignment/CGF	11	DPSS - Grow	21	DHS-ADPA-AB2034
2	AB2034	12	LAUSD	22	DHS-ADPA-Dual Diagnosis
3	DPSS-CalWORKs	13	State-ASOC	23	DHS-ADPA-Sidekick
4	CSOC	14	DCFS -STOP	24	DHS-LAMP
5	BEST	15	DCFS-Kidstep	25	DHS-Social Model
6	Tobacco Tax	16	DCFS-Family Pres.	26	FFP
7	Path McKinney Grant	17	DCFS-AB1733	27	EPSDT-SGF
8	HIV Aids Grant	18	DCFS-AB2994	28	SB90
9	SAMHSA	19	DCFS-Starview	29	
10	Probation Schiff-Cardenas	20	DCFS-Hillview Tran Indep Living	30	

FUNDING SOURCE(S):
(Select from Funding Sources listed above)

	AMOUNT Increase(Decrease)	FISCAL YEAR	MCA

AMENDMENT ACTION(S)

_____

New Headquarters Address: _____ Sup. Dist.: _____
Svc. Area: _____

ADD OR DELETE SERVICE SITE(S):

Name	Address	Sup.Dist.	Svc. Area	Prov. No.