LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
500 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV

ROBIN KAY, PH.D.
Acting Director

DENNIS MURATA, M.S.W.
Acting Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 June 14, 2016

LORI GLASGOW
EXECUTIVE OFFICER

June 14, 2016

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 TO EXECUTE A STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION COOPERATIVE AGREEMENT FOR FISCAL YEARS 2016-17, 2017-18, AND 2018-19 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute a Cooperative Agreement with the State of California Department of Rehabilitation to enable Department of Mental Health contract providers and directly-operated adult mental health clinics to offer an integrated program of vocational rehabilitation services for individuals with severe psychiatric disabilities who are served by both State of California Department of Rehabilitation and Los Angeles County Department of Mental Health.

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt and instruct the Chair of the Board to execute one original copy of the attached Resolution (Attachment I) approving the execution of the Cooperative Agreement Number 29924 (Attachment II) with the State of California Department of Rehabilitation (State DOR) for Fiscal Years (FYs) 2016-17, 2017-18, and 2018-19.

2. Approve and authorize the Acting Director of Mental Health (Acting Director), or her designee, to sign and execute four original copies of the Cooperative Agreement Number 29924 State DOR, substantially similar to Attachment II, for FYs 2016-17, 2017-18, and 2018-19. Under the terms of the Cooperative Agreement, 7 Legal Entity (LE) contract providers listed in Attachment III and 20 Department of Mental Health (DMH) directly-operated adult mental health clinics will provide vocational and employment services to clients of both State DOR and Los Angeles County DMH.

The Cooperative Agreement, in the amount of $998,189, fully funded by State Mental Health Services Act (MHSA) and 2011 Realignment revenue, will enable State DOR to leverage $4,071,530 of federal funds, for a total annual State DOR program cost of $5,069,719 plus the value of $127,795 of DMH in-kind certified staff time commitment. The terms of this Agreement will be effective July 1, 2016, through June 30, 2019.

3. Delegate authority to the Acting Director, or her designee, to sign and execute future amendments or modifications to this Cooperative Agreement provided that: 1) approval as to form by County Counsel is obtained prior to execution of any amendments or modifications, and 2) the Acting Director notifies your Board and the Chief Executive Officer (CEO) of the Agreement changes in writing within 30 days after the execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will ensure the provision of vocational and employment services for individuals with severe psychiatric disabilities who are served by State DOR and Los Angeles County DMH Countywide.

The State DOR and DMH will combine both staff and financial resources to provide an integrated program of vocational rehabilitation services for clients of both agencies. The services include vocational assessments, assistance with learning employment seeking skills training, job placement, and other supportive services that assist clients of both agencies to obtain and maintain employment.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The total cost of the Cooperative Agreement for FY 2016-17 is $998,189, fully funded by State MHSA revenue, $248,008, and State 2011 Realignment revenue, $750,181. In addition, DMH provides in-kind certified staff time commitments valued at $127,795 for the Cooperative Agreement. The appropriation and the in-kind certified staff commitment are included in the FY 2016-17 CEO Recommended Budget.

DMH's participation in the Cooperative Agreement will allow State DOR to leverage $4,071,530 of Federal funds for a total State DOR program cost of $5,069,719, plus $127,795 of in-kind certified staff time commitments, for vocational and employment services to individuals with severe psychiatric disabilities.

Attachment IV details the State DOR Program Budget and Match Summary.

Funding for future fiscal years will be requested in the annual budget process.

There is no impact on net County cost for the requested actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DMH has participated in a Cooperative Agreement with State DOR since 1991 to provide vocational and employment services for individuals who have a mental illness. These services include vocational assessments provided by DMH directly-operated clinics and LE contract providers Countywide. The LE contract providers also assist clients with obtaining and maintaining employment. Approximately 1,800 clients are served through the Cooperative Agreement program each fiscal year.

The key terms and conditions of the Cooperative Agreement have been reviewed and approved as to form by County Counsel. DMH operated mental health centers and the local State DOR staff 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

DMH released a Request for Statement of Interest (RFSI) solicitation (Bid No. DMH010716B1) on January 7, 2016, to identify eligible nonprofit DMH LE contractors who are interested in contracting with the State DOR for the provision of vocational rehabilitation services. The RFSI was sent to 137 current LE contract providers. Twenty LE contract providers submitted the RFSI Questionnaire by the January 22, 2016, due date.

On February 19, 2016, Addendum Number One to the RFSI was released. Addendum Number One established the RFSI as an open and continuous solicitation through June 30, 2018, and provided a new due date of February 29, 2016, for the initial RFSI Questionnaire submissions. The initial phase of submissions established a pool of interested agencies that may contract immediately with the State.

By the February 29, 2016, due date, 29 LE contract providers submitted the RFSI Questionnaire. The list of interested LE contracts was sent to the California State DOR on March 29, 2016, because the State DOR will make a final contract determination.

LE contract providers that express interest in providing employment services have to: 1) submit a proposal for consideration to State DOR; 2) receive accreditation by the Commission on Accreditation of Rehabilitation Facilities; and 3) offer vocational and employment services to individuals with severe psychiatric disabilities. Submissions will be sent to the State DOR on a regular basis as agencies respond and are added to the list.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow for the provision of vocational and employment services to the clients served by DMH's directly-operated clinics and LE contract providers throughout the Los Angeles County. These services will continue to ensure that clients receive the necessary support to obtain and maintain employment which is critical to their recovery and independence.

CONCLUSION

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

Respectfully submitted,

Robin Kay, Ph.D

ROBIN KAY, Ph.D.

Acting Director of Mental Health

RK:AB:MF:alm

Enclosures

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

ATTACHMENT I

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 Robin Kay, Ph.D., Acting Director of Mental Health, to accept the Cooperative Agreement Amendment for Fiscal Years 2016 -17, 2017-18 and 2018-19 with the State Department of Rehabilitation.

The foregoing Resolution was adopted on the 14th day of June, 2016 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.

LORI GLASGOW,
Executive Officer-Board of Supervisors of the County of Los Angeles

By _____
Chair, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
OFFICE OF THE COUNTY COUNSEL

By _____
Deputy County Counsel

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

AGREEMENT NUMBER
29924
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, 2016 through June 30, 2019

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.

CFDA #84.126A State Vocational Rehabilitation Services Program

Exhibit A - Scope of Work	1 page
Exhibit A.1 - Contractor's Program Scope of Work	7 pages
Exhibit B - Budget Detail and Payment Provisions	4 pages
Exhibit B.1 - Contractor's Program Budget and Narratives	12 pages
Exhibit C* - General Terms and Conditions GTC 610 (Dated 06/09/10)	
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	7 pages
Exhibit E - Additional Provisions - Federally Funded Agreements	3 pages
Exhibit F - Additional Provisions - Cooperative/Case Service Agreements	3 pages
Exhibit G - Additional Provisions - Contract Monitoring & Transportation	1 page

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

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

CONTRACTOR

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
Robin Kay, Ph.D., Acting Director of Mental Health

ADDRESS
CHEERD-695 South Vermont Ave., 10th Floor, Los Angeles, CA 90005
Billing: Gloria DeGuzman, 550 South Vermont Ave., 8th Fl, LA, CA 90020

STATE OF CALIFORNIA

AGENCY NAME
Department of Rehabilitation

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Simone Dumas, Chief, Contracts and Procurement Section

ADDRESS
721 Capitol Mall, 6th Floor, Sacramento, CA 95814

California Department of General Services Use Only

☐ Exempt per

EXHIBIT A
(Standard Agreement - Subvention)

1. PURPOSE

Subvention: VR Third Party Cooperative/Case Service Agreements: Mental Health

2. AUTHORITY

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

Regulations: 34 CFR 369.2 (b)

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

3. CONTRACT REPRESENTATIVES

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

Department of Rehabilitation Peter J. Blanco, M.S. Rehabilitation Specialist 3333 Wilshire Blvd., #200 Los Angeles, Ca 90010 Ph: (213) 736-3989 Fax: (213) 736-3949 peter.blanco@dor.ca.gov	LA County Department of Mental Health Maria Funk, PhD CHEERD, 695 S. Vermont 10th Floor Los Angeles, Ca 90005 Ph: (213) 251-6582 Fax: (213) 637-2336 Mfunk@dmh.lacounty.gov Lise Ruiz, LCSW CHEERD 695 So. Vermont 10th Floor Los Angeles, Ca 90005 Ph: (213) 251-6579 Fax: (213) 637-2336 Lruiz@dmh.lacounty.gov

4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

EXHIBIT A.1
(Standard Agreement - Subvention)

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, the Greater Los Angeles District (GLAD), LA South Bay, and Orange/San Gabriel. Community-based agencies with individual case service contracts (CSC) held under the LACDMH cooperative contract will provide the vocational services specified in this Scope of Work.

The LACDMH operated mental health centers and the local DOR staff will work collaboratively to serve mutual consumers through this cooperative contract. The basis for this collaboration is formalized in a written Memorandum of Understanding (MOU) between LACDMH and DOR. The MOU identifies LACDMH centers and DOR districts, branches and staff, as well as joint activities as part of the provision of services. Because local relationships vary from center to center each local LACDMH-DOR team will develop Operational Guidelines that outline how they will deliver vocational services. This includes but is not limited processes and descriptions of the outreach and referral process, assessments, eligibility, the Individualized Plan for Employment (IPE) development, IPE progress and monitoring of employment services and supports, document sharing and expected annual service goals.

Administrative support to the cooperative contract, the CSCs, the associated MOU and Operational Guidelines will be provided by the administrative staff of the LACDMH. Administrative support is provided and accounted for in the LACDMH contract Certified Expenditure Budget and Certified Budget Narrative.

Staff within the LACDMH county-operated mental health centers fills a Rehabilitation Liaison position. The duties will be consistent with the LACDMH cooperative contract, the LACDMH/DOR MOU and the Operational Guidelines set in place between each center and the local DOR districts and branch offices. The LACDMH Rehabilitation Liaison time is counted as certified time match to the LACDMH contract, once a consumer is in a minimum of DOR applicant status. The LACDMH Rehabilitation Liaison staff serves as a conduit for information between the local LACDMH center and the local DOR staff, and serves as the LACDMH center representative in meetings with the local DOR staff and at quarterly cooperative contract meetings. The LACDMH Rehabilitation Liaison staff also facilitates the provision of county mental health records to the DOR Counselor, to aid in determining a consumer's eligibility and Level of Severity of Disability for DOR services.

The seven (7) legal entity CSC providers, one of which has two community-based case service contracts, provide consumers with contract services including Vocational Assessment, Work Adjustment, Situational Assessment, Personal Vocational and Social Adjustment, Occupational Skills Training, Employment Services and Non-Supported Employment Job Coaching. Three (3) of

these programs are for transitional youth (ages 15-21). Vocational services provided by each CSC agency must be certified by DOR and accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF). Services are available to consumers 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 centers and with the CSCs to identify, assess, place and support consumers who are eligible for services under the contracts. CSC providers often offer services across DOR district boundaries. Referrals to a specific CSC agency for each contract service is provided in an authorizing case note by the DOR Counselor, outlining the dates of services and the types of services needed for the consumer to achieve successful employment.

The representatives from DOR, LACDMH and the CSC providers will work collaboratively to:

- Meet regularly to staff mutual cases
- Meet regularly to discuss contract performance
- Participate in cross training and in-service training for the purpose of increasing their capacity to work together and with consumers served by this cooperative effort.

The following DOR Districts are aligned with corresponding regional LACDMH centers and regional case service contract providers.

DOR District	LACDMH Center	CSC Agency
South Bay	South Bay M.H Center Compton M.H. Center W. Central M.H. Center San Pedro M.H. Center Augustus F. Hawkins M.H. Center Long Beach M.H. Center Harbor UCLA Medical Center Coastal API M.H. Center Long Beach API M.H. Center	L.A. Child Guidance Clinic Pacific Clinics/Portals MHALA The Village
Greater L.A.	Hollywood M.H. Center Edelman Westside M.H. Center American Indian Counseling Center Rio Hondo M.H. Center Northeast M.H. Center	Pacific Clinics/Portals MHALA – The Village Asian Pacific Counseling & Treatment Center
Van Nuys	San Fernando M.H. Center West Valley M.H. Center Santa Clarita M.H. Center Antelope Valley M.H. Center Palmdale M.H. Center	The Help Group San Fernando CMHC, Inc. MHALA- Antilope Valley Pacific Clinics/Portals Penny Lane Centers
Orange San Gabriel	Arcadia M.H. Center	Pacific Clinics/Portals

DOR GOALS

During fiscal year 2016-2017, there will be:

- A total of 1,800 unduplicated DOR consumers served through this cooperative agreement.
- 850 new applicants made to the Department of Rehabilitation
- 650 Individual Plans for Employment
- 330 cases closed successfully rehabilitated

During fiscal year 2017-2018, there will be:

- A total of 1,800 unduplicated DOR consumers served through this cooperative agreement.
- 850 new applicants made to the Department of Rehabilitation
- 650 Individual Plans for Employment
- 330 cases closed successfully rehabilitated

During fiscal year 2018-2019, there will be:

- A total of 1,800 unduplicated DOR consumers served through this cooperative agreement.
- 850 new applicants made to the Department of Rehabilitation
- 650 Individual Plans for Employment
- 330 cases closed successfully rehabilitated

II. SERVICES TO BE PROVIDED

A. Vocational Assessment

1. Description of Services

Vocational Assessment services are provided through individual case service contract providers. The specific service detail is described in each agency's CSC.

Service Outcomes and Numbers to be Served:

During fiscal year 2016-2017 there will be:

- 178 unduplicated consumers provided with Vocational Assessment services through the case service contracts funded by this agreement.

During fiscal year 2017-2018 there will be:

- 178 unduplicated consumers provided with Vocational Assessment services through the case service contracts funded by this agreement.

During fiscal year 2018-2019 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

Personal, Vocational and Social Adjustment Services are provided through individual case service contract providers. The specific service detail is described in each agency's CSC.

Service Outcomes and Numbers to be Served:

During fiscal years 2016-2017 there will be:

- 40 unduplicated consumers provided with Personal, Vocational and Social Adjustment services through the case service contracts funded by this agreement.

During fiscal years 2017-2018 there will be:

- 40 unduplicated consumers provided with Personal, Vocational and Social Adjustment services through the case service contracts funded by this agreement.

During fiscal years 2018-19 there will be:

- 40 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**

Work Adjustment Services are provided through individual case service contract providers. The specific service detail is described in each agency's CSC.

Service Outcomes and Numbers to be Served:

During fiscal years 2016-2017 there will be:

- 231 unduplicated consumers provided with Work Adjustment services through the case service contracts funded by this agreement.

During fiscal years 2017-2018 there will be:

- 231 unduplicated consumers provided with Work Adjustment services year through the case service contracts funded by this agreement.

During fiscal years 2018-19 there will be:

- 231 unduplicated consumers provided with Work Adjustment services through the case service contracts funded by this agreement.

D. Situational Assessment Services

1. **Description of Services**

Situational Assessment Services are provided through individual case service contract providers. The specific service detail is described in each agency's CSC.

Service Outcomes and Numbers to be Served:

During fiscal years 2016-2017 there will be:

- 35 unduplicated consumers provided with Situational Assessment services through the case service contracts funded by this agreement.

During fiscal years 2017-2018 there will be:

- 35 unduplicated consumers provided with Situational Assessment services year through the case service contracts funded by this agreement.

During fiscal years 2018-19 there will be:

- 35 unduplicated consumers provided with Situational Assessment services through the case service contracts funded by this agreement.

E. Occupational Skills Training

1. Description of Services

Occupational Skills Training is provided through individual case service contract providers. The specific service detail is described in each agency's CSC.

Service Outcomes and Numbers to be Served

During fiscal year 2016-2017, there will be:

- 30 unduplicated consumers provided with Occupational Skills Training through the case service contract funded by this agreement.

During fiscal year 2017-2018, there will be:

- 30 unduplicated consumers provided with Occupational Skills Training through the case service contract funded by this agreement.

During fiscal year 2018-2019, there will be:

- 30 unduplicated consumers provided with Occupational Skills Training through the case service contract funded by this agreement.

F. Employment Services

1. Description of Services

Employment Services, including Employment Preparation, Job Development, Placement and Retention are provided through individual case service contract providers. The specific service detail is described in each agency's CSC.

Service Outcomes and Numbers to be Served:

During fiscal years 2016-2017 there will be:

- 521 unduplicated DOR consumers provided with Employment Services through individual case service contractors.
- 400 consumers are expected to be placed in employment consistent with their IPE.
- 330 DOR consumers will retain employment for a minimum of 90 days resulting in a successful employment closure.

During fiscal years 2017-2018 there will be:

- 521 unduplicated DOR consumers provided with Employment Services through individual case service contractors.

- 400 consumers are expected to be placed in employment consistent with their IPE.
- 330 DOR consumers will retain employment for a minimum of 90 days resulting in a successful employment closure.

During fiscal years 2018-2019 there will be:

- 521 unduplicated DOR consumers provided with Employment Services through individual case service contractors.
- 400 consumers are expected to be placed in employment consistent with their IPE.
- 330 DOR consumers will retain employment for a minimum of 90 days resulting in a successful employment closure.

G. Non Supported Employment Job Coaching

1. Description of Services

Non-Supported Employment Job Coaching is provided through individual case service contract providers. The specific service detail is described in each agency's CSC.

Service Outcomes and Numbers to be Served

During fiscal year 2016-2017, there will be:

- 25 unduplicated consumers provided with Non-Supported Employment Job Coaching services through the case service contract funded by this agreement.

During fiscal year 2017-2018, there will be:

- 25 unduplicated consumers provided with Non-Supported Employment Job Coaching services through the case service contract funded by this agreement.

During fiscal year 2018-2019, there will be:

- 25 unduplicated consumers provided with Non-Supported Employment Job Coaching services through the case service contract funded by this agreement.

The following community-based CSC providers hold individual contracts under the LACDMH cooperative contract.

- Asian Pacific Counseling and Treatment Center
- The Help Group
- Los Angeles Child Guidance Clinic
- Mental Health Association Los Angeles County- Antelope Valley
- Mental Health Association Los Angeles County- The Village
- Pacific Clinics
- Penny Lane Centers
- San Fernando Valley Community Mental Health, Inc.

III. Contract Administrators

Department of Rehabilitation Peter J. Blanco, M.S.
Rehabilitation Specialist
3333 Wilshire Blvd., #200
Los Angeles, Ca 90010
Ph: (213) 736-3989
Fax: (213) 736-3949
peter.blanco@dor.ca.gov

LA County Department of Mental Health
Maria Funk, PhD
CHEERD,
695 S. Vermont 10th Floor
Los Angeles, Ca 90005
Ph: (213) 251-6582
Fax: (213) 637-2336
Mfunk@dmh.lacounty.gov

Lise Ruiz, LCSW
CHEERD
695 So. Vermont 10th Floor
Los Angeles, Ca 90005
Ph: (213) 251-6579
Fax: (213) 637-2336
Lruiz@dmh.lacounty.gov

IV. Linkage to Other Community Agencies

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

V. In-Service Training

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

EXHIBIT B
(Standard Agreement - Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

1. This is a cost reimbursement Agreement for subvention services. For services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.

2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.

3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

B. Submission of Invoice(s)

1. Monthly invoices must be completed using the DR 801B Service Invoice form (DR801B) and shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR801B shall include the Agreement Number, Registration Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).

2. An original DR801B must be submitted and signed by authorized personnel as listed on the Signature Authorization (DR 325) form.

3. Supporting documentation must be available upon request at any time by DOR staff, or other State and Federal representatives.

4. Federal and State funds are time limited, therefore, invoices (service and certified match) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.

5. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the Victims Compensation and Government Claims Board, where approval to pay is not guaranteed.

6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

C. **Appropriate Expenditures**

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement 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 # listed for this Agreement and prepared for the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200) Single Audit.

D. **Invoice Claim Adjustments**

1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained **within the same fiscal year.** A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget for all budget years as long, as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.

2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

E. **Budget Contract Amendments**

A contract amendment between both parties is required for any budget changes not covered in Section D above. This includes any major category or detailed line item description changes to the approved Service Budget and Budget Narrative as outlined below:

- Adding and deleting a major category budget or detailed line item.
- Line item adjustments that exceed a cumulative amount of 10%.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail. (*Note:* ALL changes must be made in **bold.**)

F. **Travel Reimbursements**

If travel is reimbursable, the Contractor agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from the DOR, Contractor will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs.

2. **BUDGET CONTINGENCY CLAUSE**

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

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. **BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS**

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

B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. **PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

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

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

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

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the 2 CFR 200 cost principles regarding documentation for the support of personnel activity chargeable to the Agreement.

6. ACCOUNTING SYSTEM REQUIREMENTS

A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:

- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
- Records that identify adequately the source and application of funds for federally sponsored activities.
- Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
- Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.

B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations.

Exhibit B.1

Los Angeles County Department of Mental Health

Program Budget and Match Summary
July 1, 2016- June 30, 2019

	FY 2016 to 2017 TOTALS	FY 2017 to 2018 TOTALS	FY 2018 to 2019 TOTALS
DOR PROGRAM COSTS (From DOR Program Budget)	$5,069,719	$5,069,719	$5,069,719
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	$0	$0	$0
TOTAL FEDERAL COSTS	**$5,069,719**	**$5,069,719**	**$5,069,719**
Certified Match (If applicable)	$127,795 25.00%	$127,795 25.00%	$127,795 25.00%
Total Federal Share	$383,386 75.00%	$383,386 75.00%	$383,386 75.00%
Cash Match (If applicable)	$998,189 21.3%	$998,189 21.3%	$998,189 21.3%
Total Federal Share	$3,688,144 78.7%	$3,688,144 78.7%	$3,688,144 78.7%
TOTAL STATE MATCH	**$1,125,984**	**$1,125,984**	**$1,125,984**

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

Los Angeles County Department of Mental Health

DOR Program Budget

July 1, 2016 - June 30, 2017

ITEM	FTE EXPENDITURE	FY 2016/17 TOTAL	FY 2017/18 TOTAL	FY 2018/19 TOTAL
Rehabilitation Team Unit 1 FTE = $110,377	FTE Counselor Units	13.00 $1,434,901	13.00 $1,434,901	13.00 $1,434,901
Case Services (Individual Consumer Expenses)		659,679	659,679	659,679
	SUBTOTAL	**$2,094,580**	**$2,094,580**	**$2,094,580**
Case Service Contract(s):				
See attached list in scope of work		$2,975,139	$2,975,139	$2,975,139
TOTAL DOR PROGRAM COST		**$5,069,719**	**$5,069,719**	**$5,069,719**

(Rev 10/2015)

COOPERATIVE AGENCY CERTIFIED EXPENDITURE BUDGET
JULY 1, 2016 - JUNE 30, 2019

Contractor Name and Address	
Los Angeles County Department of Mental Health 550 South Vermont Avenue, 10th Floor Los Angeles, CA 90020	Cooperative agency agrees it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds.

Item Expenditure	Fiscal Year 2016/17			Fiscal Year 2017/18			Fiscal Year 2018/19		
PERSONNEL - Position Title & Time Base - For all positions listed 1FTE = 40hrs/week, 12mths/yr	**Annual Salary**	**Annual FTE**	**Annual Amount Certified**	**Annual Salary**	**Annual FTE**	**Annual Amount Certified**	**Annual Salary**	**Annual FTE**	**Annual Amount Certified**
Cooperative Agreement Chief	$201,172.00	0.020	$4,023.44	$201,172.00	0.020	$4,023.44	$201,172.00	0.020	$4,023.44
Cooperative Agreement Manager	$182,166.00	0.020	$3,643.32	$182,166.00	0.020	$3,643.32	$182,166.00	0.020	$3,643.32
Cooperative Agreement Analyst	$130,593.00	0.020	$2,611.86	$130,593.00	0.020	$2,611.86	$130,593.00	0.020	$2,611.86
Cooperative Agreement Supervisor I	$142,003.00	0.250	$35,500.75	$142,003.00	0.250	$35,500.75	$142,003.00	0.250	$35,500.75
Cooperative Agreement Coordinator	$107,213.00	0.010	$1,072.13	$107,213.00	0.010	$1,072.13	$107,213.00	0.010	$1,072.13
Cooperative Agreement Data Coordinator	$87,164.00	0.020	$1,743.28	$87,164.00	0.020	$1,743.28	$87,164.00	0.020	$1,743.28
Cooperative Agreement Secretary	$70,676.00	0.010	$706.76	$70,676.00	0.010	$706.76	$70,676.00	0.010	$706.76
American Indian Counseling Center Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
Antelope Valley Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
Arcadia Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
Augustus Hawkins Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
Coastal API Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
Compton Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,038.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
Edelman Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
Harbor UCLA Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
Hollywood Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
Long Beach Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
Long Beach API Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28

Northeast Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
Palmdale Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
Rio Hondo Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
San Fernando Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
San Pedro Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
San Clarita Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
South Bay Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
West Central Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
West Valley Cooperative Agreement Rehabilitation Liaison	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28	$82,354.00	0.038	$3,088.28
Personnel Subtotal			$111,067.04			$111,067.04			$111,067.04
OPERATING EXPENSES									
Operating Subtotal			$0.00			$0.00			$0.00
Personnel and Operating Subtotal			$111,067.04			$111,067.04			$111,067.04
Indirect Cost Percentage			15.06%			15.06%			15.06%
Indirect Cost Total			$16,727.92			$16,727.92			$16,727.92
OTAL EXPENDITURES "CERTIFIED"			$127,795			$127,795			$127,795

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
CA STATE DEPARTMENT OF REHABILITATION
COOPERATIVE AGREEMENT
CERTIFIED EXPENDITURE BUDGET NARRATIVE

PERSONNEL BENEFITS

The Los Angeles County Department of Mental Health provides fixed benefits and variable benefits. The following table details the variety of benefits.

VARIABLE EB	
County Retirement	17.5742%
Pension Savings Plan	0.0271%
OASDI/Medicare	1.4403%
Choices Plan	5.6863%
Life Insurance	0.1881%
Health Insurance	1.4766%
660 Choices Plan (Option)	9.7726%
Savings Plan	0.5873%
Flexible Benefit Plan	0.0760%
Megaflex	2.8731%
Horizons Plan (Thrift Plan)	2.9415%
Dental Subsidy	0.4053%
Dependent Care Spending	0.1524%
TOTAL VARIABLE EB	43.2008%

FIXED EB	
Workers Compensation	1.7343%
Unemployment Insurance	0.0267%
Long Term Disability	0.8114%
Retiree Health	7.0577%
Retiree Health OPEB Contribution	0.8054%
TOTAL FIXED EB	10.4355%

TOTAL VARIABLE & FIXED EB	53.6363%

PERSONNEL POSITIONS

The following Los Angeles County Department of Mental Health (LACDMH) personnel positions will provide Cooperative Agreement functions for a specified portion of their time as part of the LACDMH - State Department of Rehabilitation (DOR) Cooperative Agreement. The time these personnel spend performing these functions will be certified for use by DOR for general matching purposes. (See Cooperative Agency Certified Budget Summary.) The following distinguishes the personnel position's LACDMH and Cooperative Agreement functions.

All of the personnel positions listed below are based on and FTE of 40 hour/week, 12 months/year.

LACDMH Functions	Cooperative Agreement Functions
MH Clinical District Chief • Directs the administration of the Countywide Housing, Employment and Education Resource Development Division (CHEERD). • Develops and monitors the annual budget for CHEERD programs. • Plans, assigns, and directs the work of the programs under CHEERD.	**Cooperative Agreement Chief** • Serves as contract administrator of the Cooperative Agreement between LACDMH and DOR. • Supervises administrative staff providing support to the Cooperative Agreement under cooperative services. • Participates in the negotiation of the Cooperative Agreement. • Participates in meeting with the Case Service Contractors (CSCs) as needed. • Participates in quarterly Cooperative Agreement administrative meetings. • Communicates with District Chiefs and Deputies regarding Cooperative Agreement activities. • Completes Cooperative Agreement Certified Time claims monthly.
MH Clinical Program Head • Provides administrative oversight of the Countywide Temporary Shelter Bed Program, the MHSA Innovations Integrated Mobile Health Team	**Cooperative Agreement Manager** • Supervises the Vocational Services Supervisor, Cooperative Agreement Data Coordinator, and Secretary. • Participates in the negotiation of

Full Service Partnership programs, the Single Adult Model, Countywide Employment and Education services and the Projects for Assistance in Transition from Homelessness (PATH) programs. • Program and administrative supervision of staff that monitor and provide technical assistance to directly-operated and contract provider's staff of the programs listed above. • Plan, develop and implement County-wide clinical programs; this includes developing RFPs, RFSs, RFSQs, SEIs and associated Statement of Work, Questionnaires, Service Exhibits etc. and write Board Letters. • Participate on a variety of internal workgroups focused on the Department's operations or needs and external interdepartmental and other community workgroups to plan and develop best practices/approaches and to develop new programs.	the Cooperative Agreement. • Participates in meeting with the CSC as needed. • Works with LACDMH Contracts Division on Cooperative Agreement Board Letter • Participates in quarterly Cooperative Agreement administrative meetings. • Completes Cooperative Agreement Certified Time claims monthly.
Health Program Analyst II • Assists with the oversight of the PATH Grant • Monitors CHEERD's encumbrances and assists with resolving any fiscal related issues with the Budget Officer and Financial Service Bureau Managers. • Develops program budgets. • Serves as CHEERD's building safety committee liaison •	**Cooperative Agreement Analyst** • Completes LACDMH Service Request Forms as needed for the Cooperative Agreement. • Works with LACDMH Contracts Division on Cooperative Board Letter. • Participates in quarterly Cooperative Agreement administrative meetings. • Completes Cooperative Agreement Certified Time claims monthly.

Occupational Therapy Supervisor I	Cooperative Agreement Supervisor I
• Provides employment and education technical support to Adult Systems of Care. • Provides oversight and facilitates monthly employment specialist meetings. • Coordinates planning of annual LACDMH employment conference. • Assists with coordinating occupational therapy student fieldwork placements.	• Supervises the Vocational Services Coordinator. • Provides administrative oversight of the Rehabilitation Liaisons' contract services to DOR clients and monitors CSCs' outcomes. • Liaisons with the CSCs, local DOR staff, LACDMH Rehabilitation Liaisons and their supervisors/managers on contract performance. • Provides training to new staff assigned to Cooperative Agreement activities. • Participates in the negotiation of the Cooperative Agreement. • Participates in meeting with the CSC. • Participates in local DOR district quarterly meetings, as appropriate. • Participates in quarterly Cooperative Agreement administrative meetings. • Completes Cooperative Agreement Certified Time claims monthly.

Mental Health Services Coordinator I • Schedule and conduct technical assistance site visits to directly-operated and contract agency centers. • Assists with coordinating monthly employment specialist meetings. • Assists with planning the annual LACDMH employment conference. • Reviews information about jobs, education, training, and community resources for posting on the Wellness/Client-Run Center Wiki website. • Distributes and collects resources during site visits, provider meetings, and community workshops.	**Cooperative Agreement Coordinator** • Participates in local DOR district quarterly meetings with case service contract providers, DOR staff, and LACDMH directly operated center staff. • Assists with training new staff involved in Cooperative program activities. • Participates in quarterly Cooperative administrative meetings. • Completes Cooperative Agreement Certified Time claims monthly.
Staff Assistant II • Reviews, revises and processes Temporary Shelter Program TSP invoices • Tracks the TSP expenditures and prepares monthly utilization reports • Completes TSP monthly client reports • Completes TSP outcome reports • Maintains the IMHT invoices received and expenditures tracking logs • Provide administrative support to management • Provide supervision to a Senior Typist Clerk	**Cooperative Agreement Data Coordinator** • Collects and tracks monthly Certified Time reports and submits the processed Certified Time report to accounting for payment • Completes DOR Contracted Certified Time versus Actual Certified Time billed graphs. • Prepares the DOR Projected versus Actual Outcome reports based on the production report and self-reported data • Completes Cooperative Agreement Certified Time claims monthly.

Secretary III	Cooperative Agreement Secretary
• Provides administrative support to the MH Clinical Program Head. • Completes data entry of the IMHT-FSP clients into the electronic Referral Tracking System • Maintains various internal directories • Requisition supplies as needed • Maintain CHEERD's fixed asset & portable equipment logs	• Coordinates and arranges Memorandum of Understanding (MOU)/Operational Guidelines meetings. • Arranges conference calls for LACDMH - DOR meetings • Prepares copies of contract information for LACDMH - DOR meetings. • Prepares and maintains a LACDMH - DOR Cooperative staff directory. • Completes Cooperative Agreement Certified Time claims monthly.

Medical Case Worker II	Cooperative Agreement Rehabilitation Liaison (specified by LACDMH Centers in the Certified Expenditure Budget) -
• Provides case management and links LACDMH clients to community resources. • Provides groups and workshops to assist clients to meet their mental health goals. • Participates in case conferences/meetings.	The following activities occur once the consumer is in a minimum of DOR "applicant status" - • Establishes and/or maintains client files for DOR referred clients. • Obtains medical records and other appropriate information from LACDMH records to assist the DOR counselor to determine eligibility and Level of Severity of Disability. • Acts as resource and consultant regarding the development of the Individualized Plan for Employment (IPE). • Consults and participates in coordinated meetings/staffing between DOR, mutual clients and LACDMH staff to determine agreements for service provision. • Collaborates with DOR and program staff, and/or communicates with significant others regarding vocational services and support for DOR clients. • Intervenes with employment related issues/events that could interfere with client's successful completion of his/her IPE (e.g. dispute with co-workers or supervisor, sudden illness on the work site, non-compliance of work place regulations) and/or makes appropriate referrals to LACDMH center staff as needed. • Provides DOR with copies of additional evaluations and/or progress updates as appropriate. • Attends quarterly and annual LACDMH - DOR meetings. • Completes Cooperative

	Agreement Certified Time claims monthly

Administrative Overhead

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

EXHIBIT D
(Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION & COMPLIANCE

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

Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.

2. DISPUTES

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

A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.

B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

3. RIGHT TO TERMINATE

A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.

B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

5. INSURANCE REQUIREMENTS

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

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

Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. The endorsement must be acceptable to the DGS Office of Risk and Insurance Management.

B. Automobile Liability **(If Applicable)** – For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:

- **For public schools and for-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity up to 7 people** (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than **$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 8 –15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **$5,000,000** per occurrence for bodily injury and property damage liability combined.

- **For non-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity of up to 15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **$5,000,000** per occurrence for bodily injury and property damage liability combined.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

C. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required.

The workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

D. Self-insurance - Contractor shall supply the consent letter of self-insurance or the Certificate of Consent to Self-Insure. The Waiver of Subrogation is not required.

6. CONFLICT OF INTEREST

A. Contractor certifies that it's employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. CONFIDENTIALITY

A. Contractor agrees to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).

B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.

C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or

entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.

D. Subject to the applicable requirements of the regulations cited above, Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract 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 iso@dor.ca.gov.

E. Security breaches or information security incidents that shall be reported include, but are not limited to:

   1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.

   2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.

   3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.

F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.

G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.

H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: http://www.dor.ca.gov/VRED/Security-n-Privacy-Training.html.

I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training

manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
4. 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.
5. Contractor agrees to maintain such records for possible audit for a minimum of five (5) 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 five (5) year period, whichever is later.

B. Annual Federal Audit (For Agreements that received Federal Funds $750,000 and above):

1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with 2 CFR 200.

9. COMPETITIVE BIDDING AND PROCUREMENTS

A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over $2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.

B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.

C. The Contractor should seek prior approval for any purchase or subcontract exceeding $2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.

D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

10. USE OF SUBCONTRACTOR(S)

If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;

B. The Agreement between the primary Contractor and the subcontractor must be in writing;

C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and

D. Upon termination of any subcontract, the State shall be notified immediately, in writing.

E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first $25,000 for each subcontract.

Further, any subcontract in excess of $100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

11. POTENTIAL SUBCONTRACTORS

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

12. CONTRACT AMENDMENTS

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both

parties necessary to the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

13. 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.

14. THEFT SENSITIVE ITEMS

DOR is requiring nonexpendable items to be listed and purchased under a separate line item titled "Theft Sensitive Items". The contractor shall maintain an inventory record for each nonexpendable item purchased or built with funds provided under the terms of the contract. The inventory record of each item shall include the date acquired, total cost, serial number, model identification and any other information or description necessary to identify said item. A copy of the inventory record must be submitted annually to the State Contract Administrator.

The following items, regardless of cost must be inventoried:

1. Computers/printers
2. Laptops/tablets
3. Copiers/fax
4. Smart phones/cell phones
5. Other items required to provide contract services

15. ATTRIBUTION

The Contractor agrees to acknowledge the sponsorship of DOR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DOR. Contractor further agrees to identify the role of DOR with respect to any individual highlighted or publicized by or through Contractor, when such individual is a DOR consumer.

EXHIBIT E

(Standard Agreement - Subvention)

ADDITIONAL PROVISIONS – Federally Funded Agreements

1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200), except where the Agreement is more restrictive. The federal regulations are available for review on the Internet at www.ecfr.gov under Title 2-Grants and Agreements.

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.

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

1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and

2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

4. **PROHIBITION ON TAX DELINQUENCY**

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml,
(Board of Equalization) http://www.boe.ca.gov/cgi-bin/deliq.cgi

5. **THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT**

A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of $100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of $100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

1. Subject: Discrimination on the basis of race, color, or national origin.
   Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
   Regulation: 34 CFR part 100.

2. Subject: Discrimination on the basis of sex
   Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
   Regulations: 34 CFR part 106.

3. Subject: Discrimination on the basis of handicap.
   Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).

Regulation: 34 CFR part 104handicap.

4. Subject: Discrimination on the basis of age.
   Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
   Regulation: 34 CFR part 110

6. RETURN OF INAPPROPRIATE USE OF FUNDS

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

7. AMERICANS WITH DISABILITIES ACT (ADA)

By signing this Agreement, Contractor/Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as, all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

EXHIBIT F
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES

1. MATCH REQUIREMENTS

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

A. Contractor shall certify to the State, on a monthly basis as specified in Exhibit B & G, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations. All such expenditures shall be under the administrative supervision of the State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.

B. The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget may be reduced after review by the DOR Contract Administrator. The State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.

C. Contractor contributions, including any excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary", will be used by the State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

For Agreements that include **CASH MATCH**:

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

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

2. INDIRECT COSTS

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. There is no cap on the certified match, however, indirect costs over 40% require a copy of the rate approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

3. CONTRACT HANDBOOK

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only. Contract Handbook can be downloaded from the DOR website at: http://www.dor.ca.gov/Public/Grants.html.

4. DOR'S CONTRACT MONITORING

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

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

B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.

C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.

D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.

E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.

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

G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)

H. Identify low usage levels and consider partial disencumbrance of Agreement funds.

I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.

J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:

- Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
- Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
- Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
    - Verify that Contract staff provide services only to authorized DOR consumers.

EXHIBIT G
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS-CONTRACTOR'S MONITORING & TRANSPORTATION

I. Contract Monitoring and Reporting

The Contract Administrator/Program Manager will:

- Submit Certified Expenditure Summaries to the DOR Contract Administrator on a monthly basis with a list of LACDMH/DOR consumers served for the month.
- Ensuring Personnel Activity Reports or time reporting documents and a list of student/DOR clients served are prepared and maintained by Contract staff in accordance with 2CFR200 and reflect accurate reporting.
- At least twice yearly, submit Personnel Activity Reports or time reporting documents and a list of LACDMH/DOR consumers served as requested by DOR contract administrator.
- Maintain cooperative communication with local county operated center staff, case service contract staff, and DOR liaison staff.
- Staffs in each county mental health center with an LACDMH/DOR MOU will review the LACDMH client listing from DOR on a monthly basis and verify the accuracy of the client listing.
- Attend and participate in cooperative contract quarterly administrative meetings.
- Reporting the current and cumulative achievement of contract service goals and outcomes as part of the Quarterly Meetings or more often as directed by the DOR Contract Administrator
- Attend local mental health partner agency meetings on an as needed basis to assist with cross-training, and participate in trouble shooting and problem-solving activities.

II. Transportation

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

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

FISCAL YEARS 2016-17, 2017-18 and 2018-19
DEPARTMENT OF REHABILITATION COOPERATIVE AGREEMENT
CONTRACTED AGENCIES

Contracted Agencies

1. Los Angeles Child Guidance Clinic
2. Mental Health America of Los Angeles
3. Pacific Clinics
4. Penny Lane Center
5. San Fernando Valley Community Mental Health Center, Inc.
6. Special Services for Groups
7. The Help Group Child and Family Center

Los Angeles County Mental Health
Program Budget and Match Summary
July 1, 2016- June 30, 2019

	July 1, 2016 to June 30, 2017 TOTALS	July 1, 2017 to June 30, 2018 TOTALS	July 1, 2018 to June 30, 2019 TOTALS
DOR PROGRAM COSTS (From DOR Program Budget)	$5,069,719	$5,069,719	$5,069,719
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	$0	$0	$0
TOTAL FEDERAL COSTS	**$5,069,719**	**$5,069,719**	**$5,069,719**
Certified Match (If applicable)	$127,795 25.00%	$127,795 25.00%	$127,795 25.00%
Total Federal Share	$383,386 75.00%	$383,386 75.00%	$383,386 75.00%
Cash Match (If applicable)	$998,189 21.3%	$998,189 21.3%	$998,189 21.3%
Total Federal Share	$3,688,144 78.7%	$3,688,144 78.7%	$3,688,144 78.7%
TOTAL STATE MATCH	**$1,125,984**	**$1,125,984**	**$1,125,984**

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