DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

JONATHAN E. SHERIN, M.D., Ph.D.
Director

Curley L. Bonds, M.D.
Chief Deputy Director
Clinical Operations

Gregory C. Polk, M.P.A.
Chief Deputy Director
Administrative Operations

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

54 April 30, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

April 30, 2019

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 2019-20, 2020-21, AND 2021-22 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute a Cooperative Agreement with the State of California Department of Rehabilitation thereby allowing Department of Mental Health contract providers to offer an integrated program of vocational rehabilitation services for individuals experiencing 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 30969 (Attachment II) with the State of California Department of Rehabilitation (State DOR) for Fiscal Years (FY) 2019-20, 2020-21, and 2021-22.

2. Approve and authorize the Director of Mental Health (Director), or his designee, to sign and execute four original copies of the Cooperative Agreement Number 30969 State DOR, substantially similar to Attachment II, for FYs 2019-20, 2020-21, and 2021-22. Under the terms of the Cooperative Agreement, eight Legal Entity (LE) contract providers listed in Attachment III will provide vocational and employment services to consumers of both State DOR and Los Angeles County DMH. DMH will

provide $1,104,817, fully funded by State Mental Health Services Act (MHSA) and 2011 Realignment revenue, to fund the Cooperative Agreement, which will enable State DOR to leverage $4,082,118 of federal funds, for a total annual State DOR program budget of $5,186,935. The term of this Agreement will be effective July 1, 2019 through June 30, 2022.

3. Delegate authority to the Director, or his 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 Director notifies your Board and the Chief Executive Officer 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 experiencing 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 consumers of both agencies. The services include vocational assessments, assistance with learning employment seeking skills, occupational skills training, job placement, and other supportive services that assist consumers of both agencies to obtain and maintain employment.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 1, Make Investments that Transform Lives via Strategy I.2 - Enhance Our Delivery of Comprehensive Interventions.

FISCAL IMPACT/FINANCING

The total DMH amount of the Cooperative Agreement for FY 2019-20 is $1,104,817, fully funded by State MHSA revenue of $248,008, and State 2011 Realignment revenue of $856,809. Funding for the Cooperative Agreement is included in DMH's FY 2019-20 Recommended Budget.

DMH's participation in the Cooperative Agreement will allow State DOR to leverage $4,082,118 of federal funds for a total State DOR program budget of $5,186,935 for vocational and employment services to individuals experiencing 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 experience mental illness. The LE contract providers

also assist consumers with obtaining and maintaining employment. Approximately 1,500 unduplicated consumers 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 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 refers all LE contract providers that possess vocational capabilities to apply for Case Services Contracts with the State DOR. The LE contract providers that express interest in providing employment services must: 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. Those LE contract providers selected by the State DOR have their own Case Service Contracts with State DOR. Upon mutual approval by DMH and State DOR, other qualified LE contract providers may be added to the Cooperative Agreement in the future through an amendment process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow for the provision of vocational and employment services to the consumers served by DMH LE contract providers throughout Los Angeles County. These services will continue to ensure that consumers receive the necessary support to obtain and maintain employment 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) 738-4023 when the document is available.

Respectfully submitted,

JONATHAN E. SHERIN, M.D., Ph.D.

Director

JES:GP:ES:SK:pd

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 the Director of Mental Health, to accept the Cooperative Agreement for Fiscal Years 2019-20, 2020-21 and 2021-22 with the State Department of Rehabilitation.

The foregoing Resolution was adopted on the 30th day of April, 2019 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.

CELIA ZAVALA,
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 - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
30969	

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

CONTRACTING AGENCY NAME
Department of Rehabilitation

CONTRACTOR NAME
Los Angeles County Department of Mental Health

2. The term of this Agreement is:

START DATE
July 1, 2019

THROUGH END DATE
June 30, 2022

3. The maximum amount of this Agreement is:
$0.00 Cash Match: $3,314,451.00

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.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	1
Exhibit A.1	Contractor's Program Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit B.1	Contractor's Program Budget and Narrative	2
Exhibit C*	General Terms and Conditions	
Exhibit D	Special Terms and Conditions	8
Exhibit E	Additional Provisions - Federally Funded Agreements	3
Exhibit F	Additional Provision	3
Exhibit G	Additional Provisions - Contract Monitoring & Transportation	1

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/ols/resources/standardcontractlanguage.aspx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Los Angeles County Department of Mental Health

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
550 S. Vermont Avenue, 8th Floor	Los Angeles	CA	90020

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
30969	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Department if Rehabilitation			
CONTRACTING AGENCY ADDRESS 721 Capitol Mall, 6th Floor	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Cynthia Robinson	TITLE Chief, Contracts & Procurement Section		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION, IF APPLICABLE SCM. Vol. 1 4.04 A.2		

EXHIBIT A
(Standard Agreement - Subvention)

1. PURPOSE

Subvention: VR Third Party Cooperative/Case Service Agreements:

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

Direct all inquiries during the term of this Agreement to the Contract Administrators listed herein:

Department of Rehabilitation Gina Rambeau, M.S. Contract Administrator 3333 Wilshire Blvd., Ste. 200 Los Angeles, CA 90010 Phone: (213) 736-3989 Fax: (213) 736-3949 Email: gina.rambeau@dor.ca.gov	**Los Angeles County** **Department of Mental Health** Maria Funk, Ph.D. CHEERD 695 S. Vermont Ave., 10th Floor Los Angeles, CA 90005 Phone: (213) 251-6582 Fax: (213) 637-2336 Email: Mfunk@dmh.lacounty.gov Lise Ruiz, LCSW CHEERD 695 S. Vermont Ave., 10th Floor Los Angeles, CA 90005 Phone: (213) 251-6579 Fax: (213) 637-2336 Email: Lruiz@dmh.lacounty.gov

4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

EXHIBIT A.1
(Standard Agreement - Subvention)

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
SCOPE OF WORK

I. OVERVIEW

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. LACDMH, inclusive of directly-operated mental health centers and contract providers, will work collaboratively with the local DOR staff to serve mutual consumers through the LACDMH-DOR Cooperative Agreement (Cooperative Agreement).

II. ROLES AND RESPONSIBILITIES

The below roles and responsibilities will be consistent with the Cooperative Agreement and the LACDMH/DOR Operational Agreements that are established between each LACDMH provider and the local DOR districts and branch offices.

LACDMH providers will identify Rehabilitation Liaisons. The LACDMH Rehabilitation Liaison's responsibilities will include:

- Using the standardized referral process outlined in the Operational Agreements to refer consumers for DOR services.
- Participating in consumers' initial intake appointments with the DOR counselor.
- Meeting with the DOR counselor at least monthly to staff mutual cases and participate in the review and reconciliation of the DOR AWARE Cooperative Agreement consumer list.
- Submitting a monthly Fiscal Year to Date Consumer List to LACDMH administration.
- Participating in the development, revision, and renewal of Operational Agreements, attending quarterly, and other local Cooperative Agreement meetings.

LACDMH contract providers that also have a Case Service Contract (CSC) with DOR will complete the above roles and responsibilities in addition to the requirements of their CSC with DOR.

DOR will identify counselors. The DOR counselor's responsibilities include:

- Meeting with the consumer and LACDMH Rehabilitation Liaison for the consumer's intake appointment.
- Determining the consumer's eligibility for DOR services, developing the consumers' Individualized Plan for Employment, and authorizing and documenting services provided. Consideration will be given to the CSC agencies to provide vocational services to consumers.
- Communicating with the LACDMH Rehabilitation Liaison and the CSC agencies to staff mutual cases.

- Reconciling the DOR Cooperative Agreement consumer list at least monthly in collaboration with the LACDMH Rehabilitation Liaison, CSC agency and DOR Contract Administrator.
- Participating in meetings including Operational Agreements, quarterly, and other local DOR meetings and training.

The following is a list of the Cooperative Agreement DOR Districts and the CSC agencies contracted to serve consumers in the District.

DOR District	CSC Agencies
Greater Los Angeles (GLAD)	Asian Pacific Counseling & Treatment Centers (APCTC) Disability Community Resource Center (DCRC) Mental Health America of Los Angeles (MHALA), The Village Pacific Clinics
Los Angeles South Bay	Los Angeles Child Guidance Center MHALA, The Village Pacific Clinics
Orange/San Gabriel	Pacific Clinics
Van Nuys/Foothill	MHALA Antelope Valley Pacific Clinics Penny Lane Centers San Fernando Community Mental Health Centers, Inc. The Help Group

DOR will identify DOR Contract Administrators. In addition to the duties described in Exhibit F, the Contract Administrator's responsibilities will also include:

- Coordinating the establishment, renewal, and amendments of the CSCs. Additionally, the GLAD Contract Administrator will initiate amendments and renewals of the Cooperative Agreement.
- Coordinating the development, revision, and renewal of the Operational Agreements that at a minimum will include the Plan of Service components, standardized referral process, information sharing, documentation, monitoring and contact information.
- Providing technical assistance to DOR, LACDMH, and CSC agencies and collaborating with LACDMH and DOR administrative staff for technical assistance when needed.
- Planning and facilitating quarterly meetings with the DOR counselors, DOR Team Managers, LACDMH Rehabilitation Liaisons and the CSC agencies.
- Monitoring the LACDMH and CSC agency goals and outcomes.
- Participating in quarterly Cooperative Agreement administrative meetings facilitated by the Cooperative Programs section.
- Sending the DOR AWARE consumer list for the assigned CSC agency to the DOR Counselors, DOR Team Managers, CSC agency, and LACDMH administration on a

monthly basis. Additionally, the GLAD Contract Administrator will send the DOR AWARE Cooperative Agreement consumer list for the LACDMH Cooperative Agreement to LACDMH administration and participating district Contract Administrators who will share the list with the respective LACDMH Rehabilitation Liaisons, and DOR staff in their district for reconciliation.

- Sending quarterly data summary sheets and other ad hoc reports provided by the Cooperative Programs section with CSC agencies. Developing a written plan with CSC agencies within 30 days to address any issues or concerns identified in the quarterly data summary sheets. Sending the written plan and subsequent progress with LACDMH administration and DOR Cooperative Programs section.
- Updating the LACDMH Case Service Contract Staff Directory and the LACDMH & DOR Staff Directory for assigned DOR district and CSC agencies. Each Contract Administrator will be responsible for sending the directory with their DOR district and assigned CSC agencies on a quarterly basis. Additionally, the GLAD Contract Administrator will send the directories on a quarterly basis to LACDMH administration and DOR Cooperative Programs.

DOR will identify District Administrators. The District Administrator's responsibilities include:

- Participating in the negotiation of the terms of the Cooperative Agreement, including renewal, amendments, and/or termination.
- Establishing the process by which referrals received from LACDMH providers will be processed by DOR in the District.
- Identifying DOR staff from whom consumers may apply for and receive DOR services, and DOR Team Managers to monitor DOR counselors' participation in the Cooperative Agreement.
- Providing oversight of the DOR District Operations Support Manager, Contract Administrator and Team Managers.
- Monitoring that each participating LACDMH provider and local DOR District/Branch Offices collaborate to develop an Operational Agreement that includes standardized processes within 90 days of the effective date of the Cooperative Agreement.
- Participating in quarterly Cooperative Agreement administrative meetings.

LACDMH will identify administrative staff. The LACDMH administrative staff's responsibilities include:

- Negotiating the terms of the Cooperative Agreement, including renewal, amendments, and/or termination.
- Providing technical assistance.
- Identifying the LACDMH providers which may refer consumers for LACDMH-DOR Cooperative Agreement services.
- Collaborating with DOR to determine the standardized referral information and processes and other documentation that is required of LACDMH providers and local DOR District/branch offices.
- Collaborating with the DOR District Administrators to monitor that each participating LACDMH provider and local DOR District/Branch Offices collaborate to develop an Operational Agreement that includes standardized processes within 90 days of the effective date of the Cooperative Agreement.
- Participating in quarterly Cooperative Agreement administrative meetings.

The DOR Cooperative Programs section will identify staff to provide technical assistance and administrative oversight to the LACDMH third-party Cooperative Agreement and associated CSC agencies. The Cooperative Programs section staff's responsibilities include:

- Conducting technical assistance visits, as requested, regarding contract monitoring, program design, and other aspects of cooperative programs.
- Providing training to LACDMH, CSC agencies, and local DOR staff regarding third party cooperative agreement requirements.
- Providing technical assistance to LACDMH, CSC agencies, and local DOR staff regarding all aspects of cooperative programs, including contract renewals and amendments.
- Collaborating with LACDMH, CSC agencies, and local DOR staff to effectively meet consumer needs and contract requirements.

Administrative oversight responsibilities include:

- Conducting program reviews and site reviews to evaluate contract compliance, referral processes, services, outcomes, collaboration, and expenditures.
- Reviewing receipt of cash match on an annual basis.
- Providing production report to LACDMH administration, CSC agencies, and DOR on a monthly basis.
- Developing and sending quarterly data summary sheets to LACDMH administration and DOR Contract Administrators.
- Conducting final review of LACDMH and CSC agency contract documents, including new contracts, renewals, and amendments.
- Facilitating the LACDMH and DOR administrative quarterly meetings.

DOR GOALS:

During fiscal year 2019-2020, there will be:

- A total of 1,500 unduplicated DOR consumers served
- 750 new referrals
- 600 Individualized Plans for Employment
- 257 cases closed successfully rehabilitated

During fiscal year 2020-2021, there will be:

- A total of 1,500 unduplicated DOR consumers served
- 750 new referrals
- 600 Individualized Plans for Employment
- 257 cases closed successfully rehabilitated

During fiscal year 2021-2022, there will be:

- A total of 1,500 unduplicated DOR consumers served
- 750 new referrals
- 600 Individualized Plans for Employment
- 257 cases closed successfully rehabilitated

III. SERVICES TO BE PROVIDED BY THE CSC AGENCIES

The following services are provided through individual Case Service Contract (CSC) agreements. Each CSC agreement will specify one or more of the following services to be provided; including the number of consumers served and expected outcomes. Descriptions for the services listed below are contained in the individual CSC agreements. Each CSC

agency is responsible for documenting services provided as identified in Exhibit G of the individual CSC agreements.

A. Vocational Assessment Services

Service Outcomes and Numbers to be Served:

During fiscal year 2019-2020:

- 228 unduplicated consumers will receive Vocational Assessment services

During fiscal year 2020-2021:

- 228 unduplicated consumers will receive Vocational Assessment services

During fiscal year 2021-2022:

- 228 unduplicated consumers will receive Vocational Assessment services

B. Personal, Vocational and Social Adjustment Services

Service Outcomes and Numbers to be Served:

During fiscal years 2019-2020:

- 38 unduplicated consumers will receive PVSA services

During fiscal years 2020-2021:

- 38 unduplicated consumers will receive PVSA services

During fiscal years 2021-2022:

- 38 unduplicated consumers will receive PVSA services

C. Work Adjustment Services

Service Outcomes and Numbers to be Served:

During fiscal years 2019-2020:

- 194 unduplicated consumers will receive Work Adjustment services

During fiscal years 2020-2021:

- 194 unduplicated consumers will receive Work Adjustment services

During fiscal years 2021-2022:

- 194 unduplicated consumers will receive Work Adjustment services

D. Situational Assessment Services

Service Outcomes and Numbers to be Served:

During fiscal years 2019-2020:

- 15 unduplicated consumers will receive Situational Assessment

During fiscal years 2020-2021:

- 15 unduplicated consumers will receive Situational Assessment

During fiscal years 2021-2022:

- 15 unduplicated consumers will receive Situational Assessment

E. Occupational Skills Training

Service Outcomes and Numbers to be Served

During fiscal year 2019-2020:

- 30 unduplicated consumers will receive Occupational Skills Training

During fiscal year 2020-2021:

- 30 unduplicated consumers will receive Occupational Skills Training

During fiscal year 2021-2022:

- 30 unduplicated consumers will receive Occupational Skills Training

F. Employment Services

Service Outcomes and Numbers to be Served:

During fiscal year 2019-2020:

- 525 DOR consumers will receive Employment Preparation services
- 481 DOR consumers will receive Job Development Services
- 335 DOR consumers will be placed in employment consistent with their IPE goal
- 257 DOR consumers will retain employment for a minimum of 90 days resulting in a successful employment closure

During fiscal year 2020-2021:

- 525 DOR consumers will receive Employment Preparation services
- 481 DOR consumers will receive Job Development Services
- 335 DOR consumers will be placed in employment consistent with their IPE goal
- 257 DOR consumers will retain employment for a minimum of 90 days resulting in a successful employment closure

During fiscal year 2021-2022:

- 525 DOR consumers will receive Employment Preparation services
- 481 DOR consumers will receive Job Development Services
- 335 DOR consumers will be placed in employment consistent with their IPE goal
- 257 DOR consumers will retain employment for a minimum of 90 days resulting in a successful employment closure

IV. CONTRACT ADMINISTRATORS AND DOR DISTRICT ADMINISTRATORS

Both LACDMH and DOR will share staffing updates for the positions listed below within 10 business days of being notified of a staff change.

Contract Administrators

Department of Rehabilitation	Los Angeles County Department of Mental Health
Gina Rambeau, M.S. Contract Administrator 3333 Wilshire Blvd., Ste. 200 Los Angeles, CA 90010 Phone: (213) 736-3989 Fax: (213) 736-3949 Email: gina.rambeau@dor.ca.gov	Maria Funk, Ph.D. CHEERD 695 S. Vermont Ave., 10th Floor Los Angeles, CA 90005 Phone: (213) 251-6582 Fax: (213) 637-2336 Email: Mfunk@dmh.lacounty.gov Lise Ruiz, LCSW CHEERD 695 S. Vermont Ave., 10th Floor Los Angeles, CA 90005 Phone: (213) 251-6579 Fax: (213) 637-2336 Email: Lruiz@dmh.lacounty.gov

DOR District Administrators

Greater Los Angeles District Administrator Maria Turrubiartes 3333 Wilshire Blvd., Suite 200 Los Angeles, CA 90010 Phone: (213) 736-3941 Email: Maria.Turrubiartes@dor.ca.gov	Orange/San Gabriel District Administrator Trung Le 222 South Harbor Blvd., Suite 300 Anaheim, CA 92805 Phone: (714) 991-0833 Email: Trung.H.Le@dor.ca.gov
Los Angeles South Bay District Administrator Acting District Administrator as designated by DOR Administration 4300 Long Beach Blvd., Suite 200 Long Beach, CA 90807 Phone: (562) 984-2320 Email: TBD	Van Nuys/Foothill District Administrator Wan-Chun Chang 15400 Sherman Way, Suite 140 Van Nuys, CA 91406 Phone: (818) 901-5045 Email: wan-chun.chang@dor.ca.gov

V. LINKAGE TO OTHER COMMUNITY AGENCIES

LACDMH and DOR will utilize linkages including local Workforce Investment Boards, America's Job Centers of California (formerly known as WorkSource 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.

VI. In Service Training

Twice a year or more frequently as needed, in-service trainings will be conducted to cross-train contract agency and DOR staff in each agency's mission, goals, services, policies, procedures, and professional approaches. This may be done through quarterly meetings, monthly staff meetings, and other program related meetings.

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, 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

Los Angeles County Department of Mental Health

Program Budget and Match Summary
July 1, 2019 - June 30, 2022

	FY 7/1/2019 to 6/30/2020 TOTALS	FY 7/1/2020 to 6/30/2021 TOTALS	FY 7/1/2021 to 6/30/2022 TOTALS
DOR PROGRAM COSTS (From DOR Program Budget)	$5,186,935	$5,186,935	$5,186,935
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	$0	$0	$0
TOTAL FEDERAL COSTS	**$5,186,935**	**$5,186,935**	**$5,186,935**
Certified Match (If applicable)	0%	0%	0%
Total Federal Share	$0 0%	$0 0%	$0 0%
Cash Match (If applicable)	$1,104,817 21.3%	$1,104,817 21.3%	$1,104,817 21.3%
Total Federal Share	$4,082,118 78.7%	$4,082,118 78.7%	$4,082,118 78.7%
TOTAL STATE MATCH	**$1,104,817**	**$1,104,817**	**$1,104,817**

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, 2019 - June 30, 2022

ITEM	FTE EXPENDITURE	FY 7/1/2019 to 6/30/2020 TOTAL	FY 7/1/2020 to 6/30/2021 TOTAL	FY 7/1/2021 to 6/30/2022 TOTAL
Rehabilitation Team Unit 1 FTE = $110,377	**FTE Counselor Units**	13.25 $1,462,495	13.25 $1,462,495	13.25 $1,462,495
Case Services (Individual Consumer Expenses)		538,532	538,532	538,532
	SUBTOTAL	**$2,001,027**	**$2,001,027**	**$2,001,027**
Case Service Contract(s):				
See attached list in scope of work		$3,185,908	$3,185,908	$3,185,908
TOTAL DOR PROGRAM COST		**$5,186,935**	**$5,186,935**	**$5,186,935**

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 4/2017)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx
Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 4/2017.

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

General Provisions Applying to All Policies

A. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.

B. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

C. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

D. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

E. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

F. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

G. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.

H. **Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.

I. **Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.

J. **Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under

Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

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

The State of California, its officers, agents, and employees 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.

ii. 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.

iii. 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.

iv. 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.

16. UNRUH CIVIL RIGHTS ACT AND THE FAIR EMPLOYMENT & HOUSING ACT

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over $100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

The contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

The contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

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/sutax/top500.htm

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 Chapter 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-1 Obligations of Contractors and Subcontractors, Subpart A. Preliminary Matters; Equal Opportunity Clause; Compliance Reports.

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/TPP Agreements-Subvention)

ADDITIONAL PROVISIONS-CONTRACTOR'S MONITORING & TRANSPORTATION

I. CONTRACT MONITORING AND REPORTING

The Contract Administrator/Program Manager shall monitor the contract by:

- Maintain cooperative communication with local county operated Mental Health Center staff, Case Service Contract staff, and DOR liaison staff.
- Staffs in each county Mental Health Center with an LACDMH/DOR Operational Agreement 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.

ATTACHMENT III

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

FISCAL YEARS 2019-20, 2020-21 and 2021-22
DEPARTMENT OF REHABILITATION COOPERATIVE AGREEMENT
CASE SERVICES CONTRACTED LEGAL ENTITIES

Contracted Legal Entities

1. Special Service for Groups/Asian Pacific Counseling and Treatment Centers
2. Disability Community Resource Center
3. Los Angeles Child Guidance Clinic
4. Mental Health America of Los Angeles
5. Pacific Clinics
6. Penny Lane Centers
7. San Fernando Valley Community Mental Health Center, Inc.
8. The Help Group Child and Family Center

Los Angeles County Department of Mental Health

Program Budget and Match Summary
July 1, 2019 - June 30, 2022

	FY 7/1/2019 to 6/30/2020 TOTALS	FY 7/1/2020 to 6/30/2021 TOTALS	FY 7/1/2021 to 6/30/2022 TOTALS
DOR PROGRAM COSTS (From DOR Program Budget)	$5,186,935	$5,186,935	$5,186,935
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	$0	$0	$0
TOTAL FEDERAL COSTS	**$5,186,935**	**$5,186,935**	**$5,186,935**
Certified Match (If applicable)	0%	0%	0%
Total Federal Share	$0 0%	$0 0%	$0 0%
Cash Match (If applicable)	$1,104,817 21.3%	$1,104,817 21.3%	$1,104,817 21.3%
Total Federal Share	$4,082,118 78.7%	$4,082,118 78.7%	$4,082,118 78.7%
TOTAL STATE MATCH	**$1,104,817**	**$1,104,817**	**$1,104,817**

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.