



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



MARVIN J. SOUTHARD, D.S.W.  
 Director  
 ROBIN KAY, Ph.D.,  
 Chief Deputy Director  
 RODERICK SHANER, M.D.  
 Medical Director

June 02, 2015

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

**ADOPTED**

BOARD OF SUPERVISORS  
 COUNTY OF LOS ANGELES

36 June 2, 2015

*Patrick Ozawa*  
 PATRICK OZAWA  
 ACTING EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO RENEW THE STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION  
 COOPERATIVE AGREEMENT FOR FISCAL YEAR 2015-16  
 (ALL SUPERVISORIAL DISTRICTS)  
 (3 VOTES)**

**SUBJECT**

Request approval to renew the Cooperative Agreement with the State of California Department of Rehabilitation to enable Department of Mental Health service 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 agencies.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Adopt and instruct the Mayor to execute one original copy of the attached Resolution (Attachment I) approving the execution of Cooperative Agreement Number 29610 (Attachment II) with the State of California Department of Rehabilitation (State DOR) for Fiscal Year (FY) 2015-16.
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 29610 State DOR, substantially similar to Attachment II, for FY 2015-16. Under the terms of the Cooperative Agreement, 9 Legal Entity (LE) contract providers and 17 Department of Mental Health (DMH) directly-operated adult mental health clinics listed in Attachment III will provide vocational and employment services to clients of both agencies. The Cooperative Agreement leverages \$248,008 of State Mental Health Services Act (MHSA) funds and \$585,759 in County General Funds (CGF) for a total of \$833,767 from LE contract providers' Maximum Contract Amount (MCA), \$64,422 of State 2011 Realignment revenue, and \$214,251 of the monetary value of certified DMH staff time commitments for a total of \$1,112,440, to match \$3,961,311 of federal funds administered by State DOR, for a total annual

program amount of \$5,073,751. The term of this Agreement will be effective July 1, 2015, through June 30, 2016.

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 Interim Chief Executive Officer (CEO) of the Agreement changes in writing within 30 days after the execution of each amendment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The current Cooperative Agreement with the State DOR will expire on June 30, 2015. Board approval of the recommended actions will ensure continuation of vocational and employment services for one year to allow the State DOR and DMH to strategically assess the provision of these services.

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 provided 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.

DMH will administer the Cooperative Agreement to ensure that vocational and employment services are provided and that the Cooperative Agreement provisions and Departmental policies are followed.

### **Implementation of Strategic Plan Goals**

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

### **FISCAL IMPACT/FINANCING**

DMH's funding for the Cooperative Agreement for FY 2015-16 is a combination of State MHSA and CGF from LE contract providers' MCA, State 2011 Realignment funds, and the monetary value of certified DMH staff time commitments. Under the terms of the Cooperative Agreement, DMH is required to transfer cash funds or document the monetary value of certified staff time and administrative overhead costs in order for State DOR to access federal vocational rehabilitation dollars. The monetary value of certified time is based on DMH staff salaries for time spent to administer the Agreement and provide liaison services and the administrative overhead costs as determined by the Auditor-Controller.

The nine LE contractor providers identified in the Cooperative Agreement (Attachment IV) will enter into separate agreements with State DOR for direct reimbursement of their vocational and employment service program costs. These LE contract providers have participated in previous agreements with State DOR for vocational and employment services. During their initial participation in this Cooperative Agreement, LE contractor providers agreed to reduce CGF and/or MHSA funds in the LE Agreements so those funds could be transferred to the State to draw down the federal funds.

The County's contribution to the Cooperative Agreements for FY 2015-16 is funded by \$248,008 in MESA funds and \$585,759 in CGF from the LE contractor providers' MCA (Attachment IV) for a total of \$833,767. The \$833,767 is combined with \$214,251 of the monetary value of certified DMH staff time commitments, estimated administrative overhead costs, and \$64,422 of State 2011 Realignment revenue for a total County contribution of \$1,112,440. The County's contribution of \$1,112,440 is used by State DOR to match \$3,961,311 in federal funds administered by State DOR for an annual program total of \$5,073,751 for FY 2015-16, as detailed in Attachment V.

Funding is included in the DMH FY 2015-16 Recommended Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

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

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

### **CONTRACTING PROCESS**

LE contract providers that expressed interest in providing employment services had 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.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

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

### **CONCLUSION**

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

The Honorable Board of Supervisors

6/2/2015

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Respectfully submitted,

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

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:RK:MF:RK:a

m

Enclosures

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

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

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

NOW, THEREFORE BE IT RESOLVED, that the County of Los Angeles Board of Supervisors does hereby authorize Marvin J. Southard, D.S.W., Director of Mental Health, to accept the Cooperative Agreement Amendment for Fiscal Year 2015 -16 with the State Department of Rehabilitation.

The foregoing Resolution was adopted on the 2nd day of June, 2015 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.

By Mike Antonovich  
Mayor, Board of Supervisors

PATRICK OGAWA,  
Acting Executive Officer-Board of  
Supervisors of the County of Los Angeles

By Carla Little



APPROVED AS TO FORM:

MARK J. SALADINO  
OFFICE OF THE COUNTY COUNSEL

By Patricia Rivera  
Deputy County Counsel



AGREEMENT NUMBER
29610
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, 2015 through June 30, 2016

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.

<b>CFDA #84.126A State Vocational Rehabilitation Services Program</b>	
Exhibit A	1 page(s)
Exhibit A.1 - Contractor's Program Scope of Work	5 page(s)
Exhibit B - Budget Detail and Payment Provisions	4 page(s)
Contractor's Program Budgets and Narratives	10 page(s)
<b>Exhibit C* - General Terms and Conditions</b>	<b>GTC 610 (Dated 06/09/10)</b>
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	7 page(s)
Exhibit E - Additional Provisions - Federally Funded Agreements	3 page(s)
Exhibit F - Additional Provisions - Cooperative/Case Service Agreements	3 page(s)
Exhibit G - Additional Provisions - Contract Monitoring & Transportation	1 page(s)

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

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

ADDRESS

CHEERD, 695 South Vermont, 10<sup>th</sup> Floor, Los Angeles, CA 90005  
**Billing:** Gloria DeGuzman, 550 South Vermont, 8<sup>th</sup> Floor, 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:

**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  
Rehabilitation Specialist  
3333 Wilshire Blvd., #200  
Los Angeles, CA 90010  
(213) 736-3904  
(213) 736-3949, Fax  
[Peter.blanco@dor.ca.gov](mailto:Peter.blanco@dor.ca.gov)

LA County Dept. of Mental Health

Maria Funk, PhD  
CHEERD, 695 So. Vermont, 10<sup>th</sup> Floor  
Los Angeles, CA 90005  
(213) 251-6582  
(213) 637-2336, Fax  
[Mfunk@dmh.lacounty.gov](mailto:Mfunk@dmh.lacounty.gov)

Lise Ruiz, LCSW  
CHEERD, 695 So. Vermont 10<sup>th</sup> Floor  
Los Angeles, CA 90005  
Ph: (213) 251-6579  
Fax: (213) 637-2336  
[Lruiz@dmh.lacounty.gov](mailto:Lruiz@dmh.lacounty.gov)

**4. DESCRIPTION OF SERVICES/DELIVERABLES**

**See attached program description - EXHIBIT A.1**

**EXHIBIT A.1  
(Standard Agreement - Subvention)**

**Cooperative Contract**

**THE STATE OF CALIFORNIA, DEPARTMENT OF REHABILITATION  
AND  
THE LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH**

**SCOPE OF WORK**

**I. INTRODUCTION**

The Los Angeles County Department of Mental Health (LACDMH) and the California State Department of Rehabilitation (DOR) will combine both staff and financial resources to provide an integrated program of vocational rehabilitation services for individuals with severe psychiatric disabilities (hereinafter referred to as consumers) who are mutually served by LACDMH and DOR and who reside in Los Angeles County. DOR services will be provided by the following Districts: Van Nuys/ Foothill, Greater Los Angeles (GLAD), LA South Bay, and Orange/ San Gabriel.

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

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

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

Nine (9) legal entity providers, one of which has two community-based case service contractors will provide consumers with vocational assessment, work adjustment, personal vocational and social adjustment, occupational skills training and employment services.

Three (3) of these programs are for transitional youth (ages 15-21). Included also will be the availability of services to those individuals whose primary language is other than English, e.g. Spanish, Vietnamese, Korean, and Chinese.

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

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

Case service contract providers often provide services across DOR district boundaries. During fiscal year 2015-2016, there will be a total of 1500 unduplicated DOR consumers served through this cooperative agreement. A total of 850 new referrals will be made to the Department of Rehabilitation, 650 Individual Plans for Employment and 329 cases will be successfully closed.

## **II. SERVICES TO BE PROVIDED**

### **A. Vocational Assessment**

Vocational assessment services will also be provided through case service contract providers. The specific program detail will be described in each agency's case service

contract. Referral for vocational assessment services to a case service contract agency will be provided in writing by the DOR counselor.

Service Outcomes and Numbers to be Served:

During fiscal year 2015-2016 there will be 178 unduplicated consumers provided with Vocational Assessment services through the case service contracts funded by this agreement.

**B. Personal Vocational and Social Adjustment Services**

**1. Description of Services**

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

Service Outcomes and Numbers to be Served:

During fiscal years 2015-2016 there will be 67 unduplicated consumers provided with Personal Vocational and Social Adjustment services through the case service contracts funded by this agreement.

**C. Work Adjustment Services**

**1. Description of Services**

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

Service Outcomes and Numbers to be Served:

During fiscal years 2015-2016 there will be 231 unduplicated consumers provided with Work Adjustment services through the case service contracts funded by this agreement.

**D. Employment Services**

**1. Description of Services**

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

**Service Outcomes and Numbers to be served:**

During fiscal years 2015-2016 there will be 658 unduplicated DOR consumers provided with Employment Services through individual case service contractors. Of those 658, 447 consumers are expected to be placed in employment consistent with their IPE. Of the 447 consumers placed, a total of 329 DOR consumers will retain employment for a minimum of 90 days resulting in a successful employment closure.

**E. Occupational Skills Training**

**1. Description of Services**

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

**Service Outcomes and Numbers to be Served:**

During fiscal year 2015-2016, there will be 30 unduplicated consumers provided with Occupational Skills Training through the case service contract funded by this agreement.

**III. Contract Administrators**

Department of Rehabilitation	LA County Department of Mental Health
Peter J. Blanco Rehabilitation Specialist 3333 Wilshire Blvd., #200 Los Angeles, CA 90010 Ph: (213) 736-3904 Fax: (213) 736-3949 Peter.blanco@dor.ca.gov	Maria Funk, PhD CHEERD, 695 So. Vermont 10 <sup>th</sup> Floor Los Angeles, Ca 90005 Ph: (213) 251-6582 Fax: (213) 637-2336 Mfunk@dmh.lacounty.gov  Lise Ruiz, LCSW CHEERD, 695 So. Vermont 10 <sup>th</sup> 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 client

advocacy organizations in order to maximize resources and to increase the quality and quantity of consumers who become successfully employed.

**V. In-Service Training**

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

**EXHIBIT B**  
**(Standard Agreement - Subvention)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

**A. 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 1<sup>st</sup>, 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, 2015 - June 30, 2016**

	FY 2015-2016		
	<u>TOTALS</u>	<u>TOTALS</u>	<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$4,859,500		
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)			
<hr/>			
<b>TOTAL FEDERAL COSTS</b>	<b>\$4,859,500</b>		
Certified Match (If applicable)	\$214,251 25.00%		
Total Federal Share	\$642,650 75.00%		
Cash Match (If applicable)	\$898,189 21.3%		
Total Federal Share	\$3,318,661 78.7%		
<hr/>			
<b>TOTAL STATE MATCH</b>	<b>\$1,112,440</b>		

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.

<b>This Section For DOR Use Only</b>			
	Year 1	Year 2	Year 3
Certified match minimum contribution amount at 25%	\$1,619,833	\$0	\$0
Cash match minimum contribution amount at 21.3%	\$1,035,074	\$0	\$0

**Department of Mental Health  
Los Angeles County**

**DOR Program Budget  
July 1, 2015 - June 30, 2016**

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FY 2015-2016 TOTAL</u>		
Rehabilitation Team Unit 1 FTE = \$110,377	Units	9.30		
		\$1,026,506		
Case Services (Individual Consumer Expenses)		393,691		
	<b>SUBTOTAL</b>	<b>\$1,420,197</b>		
Case Service Contract(s):				
<b><u>See attached list</u></b>		\$3,439,303		
<b>TOTAL DOR PROGRAM COST</b>		<b>\$4,859,500</b>	<b>\$0</b>	<b>\$0</b>

**LACDMH Case Service Contracts**

	<b>Case Service Contract Amounts</b>	<b>County Cash Match Required to Fund CSC</b>
Asian Pacific Counseling & Treatment Center	\$185,304	\$44,305
Didi Hirsch Community Mental Health Center	\$301,893	\$64,303
Help Group	\$210,552	\$50,342
Los Angeles Child Guidance Clinic	\$134,145	\$28,573
Mental Health Association Los Angeles County - Antelope Valley	\$374,000	\$131,346
Mental Health Association Los Angeles County - The Village	\$590,306	\$141,137
Pacific Clinics	\$611,809	\$130,315
Penny Lane Centers	\$319,937	\$76,494
San Fernando Valley Community Mental Health Inc.	\$549,086	\$128,154
Step up on 2nd	\$162,271	\$38,798
<b>TOTALS</b>	<b>\$3,439,303</b>	<b>\$833,767</b>

**COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET**

July 1, 2015 - June 30, 2016

Contractor Name and Address		Fiscal Year 07/01/2015-06/30/2016					
Los Angeles County Department of Mental Health 550 South Vermont Ave., 10th Floor Los Angeles, CA 90020		Annual Salary	Annual Percent FTE	Annual Amount Certified	Annual Salary	Annual Percent FTE	Annual Amount Certified
Cooperative Program Chief		\$198,048.00	0.07	\$13,863.36			
Vocational Services Manager		\$162,204.00	0.14	\$22,708.56			
Vocational Services Manager Supervisor I		\$133,512.00	0.61	\$81,442.32			
Cooperative Data Coordinator		\$62,220.00	0.06	\$3,733.20			
Cooperative Contracts Analyst		\$122,760.00	0.01	\$1,227.60			
Cooperative Secretary		\$66,456.00	0.04	\$2,658.24			
Rehabilitation Liaison		\$126,144.00	0.05	\$5,676.48			
Rehabilitation Liaison		\$119,184.00	0.05	\$5,363.28			
Rehabilitation Liaison		\$126,144.00	0.05	\$5,676.48			
Rehabilitation Liaison		\$119,472.00	0.045	\$5,376.24			
Rehabilitation Liaison		\$126,144.00	0.0225	\$2,838.24			
Rehabilitation Liaison		\$75,348.00	0.0225	\$1,695.33			
Rehabilitation Liaison		\$110,148.00	0.045	\$4,956.66			
Rehabilitation Liaison		\$126,144.00	0.045	\$5,676.48			
Rehabilitation Liaison		\$126,144.00	0.045	\$5,676.48			
Rehabilitation Liaison		\$77,412.00	0.045	\$3,483.54			
Rehabilitation Liaison		\$122,760.00	0.045	\$5,524.20			
Rehabilitation Liaison		\$75,348.00	0.045	\$3,390.66			
Rehabilitation Liaison		\$77,412.00	0.0225	\$1,741.77			
Rehabilitation Liaison		\$56,052.00	0.0225	\$1,261.17			
<b>Personnel Subtotal</b>				\$183,970.29			
<b>OPERATING EXPENSES</b>							
<b>Operating Subtotal</b>							
<b>Personnel and Operating Subtotal</b>				\$183,970.29			
<b>Indirect Cost Percentage</b>				16.4593%			
<b>Indirect Cost Total</b>				\$30,280.22			
<b>TOTAL EXPENDITURES "CERTIFIED"</b>				\$214,251			

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.

**LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL HEALTH**

**CERTIFIED EXPENDITURE BUDGET NARRATIVE**

**PERSONNEL**

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

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

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

<p><b>MH Clinical Program Head</b></p> <ul style="list-style-type: none"> <li>• Provides administrative oversight of the Countywide Temporary Shelter Bed Program, the MHSAs Innovations Integrated Mobile Health Team, Countywide Employment and Education services and the Projects for Assistance in Transition from Homelessness (PATH) programs.</li> </ul>	<p><b>Vocational Services Manager</b></p> <ul style="list-style-type: none"> <li>• Supervises the Vocational Services Supervisor, the Cooperative Agreement Data Coordinator and the Cooperative Agreement Secretary.</li> <li>• Participates in quarterly Cooperative administrative meetings.</li> <li>• Participates in the negotiation of the Cooperative contract.</li> <li>• Completes Cooperative program time records monthly.</li> <li>• Works with LACDMH Contracts Division on Cooperative Board Letter</li> </ul>
<p><b>MH Analyst II</b></p> <ul style="list-style-type: none"> <li>• Assists with the oversight of the PATH Grant</li> <li>• Monitors CHEERD's encumbrances and assists with resolving any fiscal related issues with the Budget Officer and Financial Service Bureau Managers.</li> <li>• Develops program budgets.</li> <li>• CHEERD's liaison for the building's safety committee</li> <li>• CHEERD's liaison to the Los Angeles Homeless Services Authority, Chief Information Office Bureau and the LACDMH Privacy Office related to the implementation of the Homeless Management Information System</li> </ul>	<p><b>Coop Contracts Analyst</b></p> <ul style="list-style-type: none"> <li>• Processes Match Sheets, Budget Transfers and Service Requests for the Cooperative contract.</li> <li>• Works with LACDMH Contracts Division on Cooperative Board Letter.</li> <li>• Works with the LACDMH Accounting Department to ensure appropriate payment of DOR invoices.</li> <li>• Participates in quarterly Cooperative administrative meetings.</li> <li>• Completes Cooperative program time records monthly.</li> </ul>
<p><b>Occupational Therapy Supervisor I</b></p> <ul style="list-style-type: none"> <li>• Supervises Countywide employment and education staff.</li> <li>• Coordinates and facilitates</li> </ul>	<p><b>Vocational Services Supervisor I</b></p> <ul style="list-style-type: none"> <li>• Supervises the rehabilitation liaisons contract services to DOR clients.</li> </ul>



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

	<p>directory.</p> <ul style="list-style-type: none"> <li>• Completes Cooperative program time records monthly.</li> </ul>
<p><b>Occupational Therapist I &amp; II</b></p> <ul style="list-style-type: none"> <li>• Provides vocational screening services for LACDMH clients.</li> <li>• Documents and submits billings for services rendered to LACDMH clients.</li> <li>• Participates in case conferences/meetings.</li> <li>• Assists clients with accessing community resources needed to achieve their employment goals.</li> <li>• Collaborates with other LACDMH, DOR, and CALWORKS staff to provide services relating to assisting mutual consumers in achieving employment goals.</li> <li>• Provides individual and group psychosocial rehabilitation client services.</li> </ul>	<p><b>Rehabilitation Liaison</b></p> <ul style="list-style-type: none"> <li>• Completes LACDMH vocational program intakes, reviews DOR intake packets, and facilitates client's appointments with the DOR counselor.</li> <li>• Establishes and/or maintains client files for DOR referred clients.</li> <li>• After DOR case is opened, obtains medical records and other appropriate information from LACDMH records to assist the DOR counselor to determine eligibility and LSOD.</li> <li>• Acts as resource and consultant regarding the development of the IPE.</li> <li>• Consults and participates in coordinated meetings/staffings between DOR, DOR clients and LACDMH staff to determine agreements for service provision.</li> <li>• Collaborates with DOR and program staff, and/or communicates with significant others regarding vocational services and support for DOR clients.</li> <li>• Intervenes with employment related issues/events that could interfere with client's successful completion of his/her IPE (i.e. Dispute and altercations with co-workers or supervisor, sudden illness on the work site, theft on the job site, non-compliance of work place regulations) and/or makes appropriate referrals to center clinical staff as needed.</li> <li>• Attends quarterly and annual LACDMH/DOR meetings.</li> </ul>

	<ul style="list-style-type: none"> <li>• Provides DOR with copies of additional evaluations and/or progress updates as appropriate.</li> <li>• Completes Cooperative program time records monthly if applicable.</li> </ul>
<p><b>Supervising Psychiatric Social Worker</b></p> <ul style="list-style-type: none"> <li>• Provides staff supervision</li> <li>• Completes psychosocial assessments.</li> <li>• Develops client care/coordination plans</li> <li>• Conducts individual and group therapy</li> <li>• Participates in case conferences/meetings.</li> <li>• Develops and maintains working relationships with community agencies.</li> </ul>	<p><b>Rehabilitation Liaison</b></p> <p>Duties are the same as the Rehabilitation Liaison staff listed above.</p>
<p><b>Medical Case Worker I &amp; II</b></p> <ul style="list-style-type: none"> <li>• Links clients to community resources.</li> <li>• Assists clients with benefits establishment.</li> <li>• Participates in case conferences/meetings.</li> </ul>	<p><b>Rehabilitation Liaison</b></p> <p>Duties are the same as the Rehabilitation Liaison staff listed above.</p>

<p><b>Sr. Community/Community Worker</b></p> <ul style="list-style-type: none"> <li>• Assists clients in obtaining benefits and other services/resources</li> <li>• Facilitates independent living skills groups</li> <li>• Provides peer counseling</li> </ul>	<p><b>Rehabilitation Liaison</b> Duties are the same as the Rehabilitation Liaison staff listed above.</p>
<p><b>Psychiatric Social Worker I/II</b></p> <ul style="list-style-type: none"> <li>• Conducts psychosocial assessments</li> <li>• Completes treatment plans</li> <li>• Provides individual and group therapy</li> </ul>	<p><b>Rehabilitation Liaison</b> Duties are the same as the Rehabilitation Liaison staff listed above.</p>

**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 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.**

## **6. CONFLICT OF INTEREST**

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

## **7. CONFIDENTIALITY**

- A. Contractor agrees that any report or material created during the performance of this Agreement will not be released to any source except as required by this Agreement or otherwise authorized by DOR.
- B. Contractor agrees that any information obtained in the performance of this Agreement is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- C. Contractor agrees to 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.).
- D. 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 Agreement 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](mailto: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 Agreement 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 Agreement. 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 Agreement. 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 Agreement.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "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 three (3) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period, whichever is later.

**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

## 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](http://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](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**

**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 1<sup>st</sup>, 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**

**LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL HEALTH**

**I. Contract Monitoring and Reporting**

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

**The cooperative agency will:**

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

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies 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.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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

FISCAL YEAR 2015-16 DOR COOPERATIVE AGREEMENT  
CONTRACTED AGENCIES AND DIRECTLY-OPERATED CLINICS

**Contracted Agencies**

**Directly-Operated Clinics**

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



**Los Angeles County- Department of Mental Health**  
**Countywide Housing, Employment & Education Resource Development**  
**Department of Rehabilitation Cooperative Agreement**  
**Case Service Contract Matching Funds**  
**Fiscal Year 2015-16**

Name of Agency	CGF/MHSA Match for FY 2015-16		
	CGF	MHSA	TOTAL
Didi Hirsch Psychiatric Services	\$ 64,303	0 \$	64,303
Los Angeles Child Guidance Clinic	\$ -	\$ 28,573	28,573
Mental Health America of Los Angeles	\$ 114,305	\$ 158,178	272,483
Pacific Clinics	\$ 130,315	0 \$	130,315
Penny Lane Center	\$ 76,494	0 \$	76,494
San Fernando Valley Community Mental Health, Inc.	\$ 86,959	\$ 41,195	128,154
Special Service for Groups	\$ 35,882	\$ 8,423	44,305
Step Up on Second Street, Inc.	\$ 27,159	\$ 11,639	38,798
The Help Group Child and Family Center	\$ 50,342	0 \$	50,342
<b>TOTALS</b>	<b>\$ 585,759</b>	<b>\$ 248,008</b>	<b>\$ 833,767</b>

**ATTACHMENT IV**

DOR PROGRAM BUDGET SUMMARY 2015-16

DMH Legal Entity (LE) Contributions for DOR Agreement 2015-16				DOR Program Budget/Costs FY 2015-16	
Agency	Total LE Contribution for Agreement	Federal Match + DOR Share*	LE Contribution + Federal Match + DOR Program Costs*	DOR Program Budget**	Case Service Contract Amounts**
<b>Case Service Contractor Contribution</b>					
Didi Hirsch Psychiatric Services	\$64,303	\$237,590	\$301,893	\$0	\$301,893
Los Angeles Child Guidance Center	\$28,573	\$105,573	\$134,146	\$1	\$134,145
Mental Health America of Los Angeles	\$272,483	\$1,006,779	\$1,279,262	\$314,956	\$964,306
Pacific Clinics	\$130,315	\$481,494	\$611,809	\$0	\$611,809
Penny Lane Center	\$76,494	\$282,633	\$359,127	\$39,190	\$319,937
San Fernando Valley Community Mental Health Inc.	\$128,154	\$473,507	\$601,661	\$52,575	\$549,086
Special Service for Groups	\$44,305	\$163,699	\$208,004	\$22,700	\$185,304
Step Up on Second Street, Inc.	\$38,798	\$143,352	\$182,150	\$19,879	\$162,271
The Help Group Child and Family Center	\$50,342	\$186,005	\$236,347	\$25,795	\$210,552
<b>Sub-Total</b>	<b>\$833,767</b>	<b>\$3,080,632</b>	<b>\$3,914,399</b>		<b>\$3,439,303</b>
<b>State 2011 Realignment</b>					
	\$64,422	\$238,029	\$302,451	\$302,451	
<b>Sub-Total</b>	<b>\$898,189</b>	<b>\$3,318,661</b>	<b>\$4,216,850</b>	<b>\$777,547</b>	
<b>DMH Staff--Certified Time Contribution</b>					
	\$214,251	\$642,650	\$856,901	\$680,427	
<b>TOTALS</b>	<b>\$ 1,112,440</b>	<b>\$ 3,961,311</b>	<b>\$ 5,073,751</b>	<b>\$ 1,457,974</b>	<b>\$ 3,439,303</b>

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

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

Case Service Contract Amounts		
DOR Program Budget (Rehab Counselors + Case Services)**		\$1,420,197
DOR Program Cost**	Sub-Total	\$4,859,500
DMH Certified Expenditures	+	\$214,251
<b>DOR PROGRAM BUDGET</b>	<b>TOTAL</b>	<b>\$5,073,751</b>