

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

225



FROM: Department of Mental Health

SUBMITTAL DATE:

November 24, 2009

SUBJECT: Ratify the Standard Agreement No. 27548A between the Riverside County Department of Mental Health and the State Department of Rehabilitation

RECOMMENDED MOTION: Move that the Board of Supervisors:

- (1) Ratify the attached Standard Agreement No. 27548A between the Riverside County Department of Mental Health and the State Department of Rehabilitation; and
- (2) Approve Resolution 2009-308 authorizing the Chairman of the Board to sign the Agreement.

BACKGROUND: The State DOR (Department of Rehabilitation) was allocated ARRA (American Recovery and Reinvestment Act) funding from the federal government, which is to be used by September 30, 2010. This funding is intended to enhance services in accordance with ARRA principles of advancing California and local economic recovery through the maintenance and creation of jobs, transparency in reporting and fiscal accountability, and one time investment in community projects with long term sustainable results. The services are provided and coordinated through the Riverside County Department of Mental Health vocational programs, Jefferson Wellness Program and the Desert Vocational Cooperative, which are already established.

Continued on page 2...

JW:LS

Jerry Wengerd

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 62,841	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: State DOR 100%

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

APPROVED COUNTY COUNSEL
BY: *Larisa R-Mckenna*
DATE: *12/10/09*
LARISA R-MCKENNA
DATE: *12/10/09*
Departmental Concurrence

Consent Policy
 Consent Policy

Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: **District:** 1 & 4 **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.19

PAGE 2:

SUBJECT: Ratify the FY 2009/2010 Standard Agreement No. 27548A between the Riverside County Department of Mental Health and the State Department of Rehabilitation

BACKGROUND: (Continued)

Services are provided to mutual consumers of the RCDMH (Riverside County Department of Mental Health) and the State DOR (Department of Rehabilitation), Inland Empire District, as an adjunct and enhancement to the services already provided as part of the RCDMH cooperative program through the DOR. The intent of these services is to prepare and assist the individual(s) served to obtain and maintain meaningful employment.

The State DOR requires the County to approve a Board Resolution approving the agreement and authorizing someone to sign the agreement. The State DOR also requires four (4) original agreements be signed by the authorized signatory for the County of Riverside, who is the Chairman of the Board of Supervisors to be sent back for further processing.

PERIOD OF PERFORMANCE

The contract will be effective from July 1, 2009 through September 30, 2010.

FINANCIAL IMPACT:

There is no funding match for this agreement; therefore, there is no financial impact to the County. No additional County funds are required.

JUSTIFICATION FOR DELAY

The Standard Agreement was received by the Mental Health Department on October 7, 2009.

2
3 RESOLUTION NO. 2009-308

4 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
5 RATIFYING THE STANDARD AGREEMENT, NO. 27548A,
6 BETWEEN THE DEPARTMENT OF MENTAL HEALTH
7 AND THE STATE DEPARTMENT OF REHABILITATION.
8

9 WHEREAS, the Board of Supervisor of the County of Riverside, State of California, has read
10 the proposed agreement between the State of California, Department of Rehabilitation and the
11 County of Riverside, Department of Mental Health.
12

13 WHEREAS, the Board of Supervisors acknowledges and agrees to the benefits and
14 responsibilities to be shared by both parties to said agreement.
15

16 NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the
17 Board of Supervisors of the County of Riverside, State of California in regular session, does
18 hereby ratify and authorized the Chairman of the board to execute said agreement and all
19 amendments thereto, excepting there from those amendments that would increase the
20 financial liability of the County of Riverside.

ADOPTED, SIGNED AND APPROVED this 1st day of December, 2009 by the Board of
Supervisors of the County of Riverside.

Chairman of the Board of Supervisors

25 ///

26 ///

27 ///

FORM APPROVED COUNTY COUNSEL
11/23/09
DATE
LARISSA R-MICKENNA

1 **CERTIFICATION:**

2 I, the Clerk of the Board of Supervisors, hereby certify that the foregoing resulting was full and
3 regularly adopted by the Board of Supervisors of the County of Riverside in regular session
4 and convened at which a quorum of said Board of Supervisors was present and voting, and
5 that said resolution was adopted by a vote of the majority of all Supervisors present.

6 ///

7 ///

8 ///





9 ///

STATE OF CALIFORNIA
GRANT/CONTRACT SIGNATURE AUTHORIZATION
 DR 325 (Rev. 12/98) Computer Generated


DEPARTMENT OF REHABILITATION

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) County of Riverside Department of Mental Health 4095 County Circle Drive Riverside, CA 92503
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature	Name (Please Type or Print)	Title (Please Type or Print)
	Joe Zamora	Administrative Manager
	Paul Gonzales	Administrative Svcs. Offi.
	Roize Basallo	Supervising Accountant
	Amy McCann	Supervising Accountant

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution 	Name (Please Type or Print) Jeff Stone	Date Signed
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FORM APPROVED COUNTY COUNSEL
 BY:  11/23/07
 LARISA R-MCKENNA DATE

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

AGREEMENT NUMBER
27548A
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
 Riverside County Department of Mental Health
2. The term of this Agreement is: July 1, 2009 through September 30, 2010
3. The maximum amount of this Agreement is: \$ 78,285.00 ARRA Contract
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

CFDA # Basic Support 84.390A Award # H390A090005

Exhibit A – Scope of Work	4 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Attachment 1, Program Budget and Narrative	5 pages
Exhibit C* – General Terms and Conditions	GTC - 307
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	6 pages
Exhibit E – Additional Provisions – Subvention Agreements	2 pages
Exhibit F – Cooperative/Case Services Agreement Provisions	3 pages
Exhibit G – Supplemental Terms and Conditions for Using ARRA Funds	3 pages

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 <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Riverside County Department of Mental Health		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Jeff Stone Chairman, Riverside County Board of Supervisors		
ADDRESS		
4095 County Circle Drive, Riverside, CA 92503		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per:
AGENCY NAME		
Department of Rehabilitation		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Candace Gilmore, Chief, Financial Mgmt Branch, Admin Services Division		
ADDRESS		
721 Capitol Mall, 6 th Floor, Sacramento, CA 95814		

FORM APPROVED COUNTY COUNSEL
 BY: 4/23/09
 LARISA R-MCKENNA DATE

**ARRA Cooperative Public Agency/CRP Contract
Riverside County Department of Mental Health
Jefferson Wellness Center**

SCOPE OF WORK

I. Introduction

This case service contract is funded through the American Recovery and Reinvestment Act (ARRA) federal program. These funds are time-limited and intended to enhance services to individuals in accordance with the ARRA principles of:

- a) Advancing California and local economic recovery through the maintenance and creation of jobs; and
- b) Transparency in reporting and fiscal accountability; and
- c) One time investment in community projects with long term sustainable results.

This case service contract is designed to provide services through Jefferson Wellness Center and the Desert Vocational Cooperative to shared consumers of Riverside County Department of Mental Health and the Department of Rehabilitation (DOR), Inland Empire District, as an adjunct and enhancement to the services already provided as part of the Riverside County Department of Mental Health cooperative program. The intent of these services is to prepare and assist the individual(s) served to obtain and maintain meaningful employment. All DOR/ARRA consumers referred for services under this contract will meet DOR and Riverside County Department of Mental Health criteria for services; and be mutually identified by DOR and Riverside County Department of Mental Health as a cooperative program consumer who is expected to benefit from contract services.

Services will be provided at Jefferson Wellness Center in Riverside proper and surrounding areas and the Desert FSP site in Palm Springs (and surrounding areas). Services will be authorized by the DOR counselor based on individual consumer need and informed choice.

The services available under this contract are designed to prepare the cooperative program consumers with the skills necessary to secure and maintain competitive employment in agreement with their Individual Plan for Employment (IPE).

The following services will be provided to 35 unduplicated DOR/ARRA cooperative program consumers for the duration of the contract period 7/1/09-9/30/10.

II. Services to be Provided

B. Employment Services (ES)

Description of Service:

ARRA contract employment services are provided as an adjunct or enhancement to existing employment services.

Employment services assists a DOR/ARRA consumer to prepare for, obtain, and retain employment. ES components provide assistance in the development of job search skills, coordination of job search activities, and identification of appropriate job openings. The individual service plan will be developed jointly with the DOR/ARRA consumer including information received from the DOR SVRC in the referral form and tailoring each component of the service to the needs of the individual and to be consistent with the DOR Individualized Plan for Employment (IPE). The components include:

Employment Preparation:

- Application Preparation
- Appropriate work behaviors and work ethics
- Appropriate Grooming and hygiene
- Relevant work practices
- Discussion of impact of employment on disability and benefits
- Identification of additional support services

Employment Retention:

Upon DOR/ARRA consumer acceptance of employment of a job that is consistent with the IPE goal and meets the needs for hours, wages, and

benefits, the following Employment Retention activities will be provided for at least 90 days:

- Phone or personal contact, on or off the job, with the DOR/ARRA consumer to determine ongoing satisfaction with the terms of employment
- No less than two contacts a month are required for a minimum of 90 days.
- Communication with DOR SVRC at least monthly to discuss progress and coordinate for any additional services that may be required.
- Assistance with necessary minimal supports to sustain employment.

More intensive support services, as determined by Jefferson Wellness Center and DOR SVRC, may require the authorization of Non Supported Employment Job Coaching services.

Non-Supported Employment Job Coaching (NSEJC)

NSEJC provides intensive assistance and support in employment-related activities to promote job adjustment and retention.

Activities of NSEJC include on-site support services and off-site interventions for DOR/ARRA consumers, such as;

- Job destination training
- Teaching job tasks
- Assistance in integrating the DOR/ARRA consumer into the work environment through natural supports
- Assistance in changes in the work environment impacting potential for job retention
- Assistance with public support agencies
- Family and residential provider consultation
- Contact with the consumer and/or employer to ensure continued job satisfaction (for volunteer job sites)
- Assistance with monitoring Social Security Administration (SSA) reporting requirements;
- Support and counseling necessary to maintain employment.
- Consultation with the DOR/ARRA consumer / employer and others following job loss.

Riverside County Department of Mental Health will provide monthly progress reports to the referring DOR counselor, and other reports as applicable and develop a final report to DOR when ES is completed. In

addition, quarterly reports will be provided to the DOR contract administrator in the required format.

B. Service outcomes/number to be served:

For the duration of the contract period from the contract effective date through 9/30/10, this program will serve 35 DOR/ARRA consumers in Employment Services.

35 will receive Employment Preparation Services
15 will receive NSE job coaching services
10 will retain their job for a minimum of 90 days and be closed by DOR in status "26"

III. Contract Administrator/Program Coordinator

<u>Department of Rehabilitation</u>	<u>Jefferson Wellness Center</u>
Urshella Starr, Collab. Svcs Spec.	Mental Health Services Supervisor
721 Capitol Mall, 4 th Floor	1827 Atlanta Ave. Suite D-3
Sacramento, CA 95814	Riverside, CA 92507
(916) 558-5433	(951) 955-8000
Fax (916) 558-5402	Fax: (951) 955-8010
ustarr@dor.ca.gov	E-Mail: LRamos@co.riverside.ca.us

EXHIBIT B
(Standard Agreement-Subvention)

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. This is a cost reimbursement agreement. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget narrative and budget cost proposal as specified in the Service Budget (DOR 801A), which is attached hereto and made a part of this Agreement.
- B. For travel reimbursements (if applicable), upon request from the DOR, Contractor to provide purpose, destinations, dates of travel, proof of actual receipts and payments for travel costs, i.e., lodging/mileage, and per diem costs in support of travel expenditures submitted of costs proposed.
- C. Invoice(s) shall include the Agreement Number, CFDA Reference # and CFDA Title, as listed on the STD 213, and shall be submitted in duplicate not more frequently than monthly in arrears to:

DOR Contract Administrator or designee
Collaborative Services Section
Department of Rehabilitation
721 Capitol Mall
Sacramento, CA 95814

- D. A claim adjustment on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget (DOR 801A) with a maximum not to exceed \$100,000 for all budget years, as long as there is neither an increase nor decrease of the total annual contract Service Budget (DOR 801A). A formal amendment is required if it does not meet the above criteria.
- E. Staff line item salary ranges and percentage of time are projected and are subject to change based on actual costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item D above.

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 Department of Rehabilitation, 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.

For Federally Funded Agreements:

- C. It is mutually understood between the parties that this contract 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 contract were executed after that determination was made.
- D. This contract is valid and enforceable only if sufficient funds are made available to the State by the United State Government for the current fiscal year and/or any applicable subsequent fiscal years covered for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- E. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

3. **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.

4. **PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE CONTRACT**

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

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

Documenting and supporting the distribution of personnel activity to the contract is also required. The Contractor agrees to comply with the 2 CFR Part, 220, 225, 230 (Office of Management and Budget Circulars (OMBs) – Cost Principles as applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

5. ACCOUNTING SYSTEM REQUIREMENTS

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

- Accurate, current and complete disclosure of the financial results of each federally sponsored project.
- Records that identify adequately the source and application of funds for federally sponsored activities.
- Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the agreement.
- Accounting records including cost accounting records that are supported by source documentation.

Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable 34 Part 74 or 80 Uniform Administrative Requirements and the related 2 CFR Part, 220, 225, 230 (OMB's).

6. CERTIFIED EXPENDITURE (IF APPLICABLE)

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

The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget (DOR 801A) may be reduced after review by the DOR Contract Administrator. 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.

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

7. CASH MATCH (IF APPLICABLE)

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

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

8. PAYMENT OF EXPENDITURES (IF APPLICABLE)

This is a cost reimbursement contract. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor as stated in Exhibit B, Invoicing and Payment 1.A.

Budget must not contain line items that are, or will be, during the period covered by this contract reimbursed/paid by another source of funding. Unexpended funds for a fiscal year shall not be carried over to another fiscal year.

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

9. INDIRECT COSTS (IF APPLICABLE)

Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR Part, 215, 220, 230 (OMB's). The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures. The allocation of indirect costs cannot be based on an arbitrary fixed rate. Where an estimated percentage rate is used when the contract is written, the actual rate must be used to bill for indirect costs/administrative overhead; however, the actual rate cannot exceed the contracted budget percentage rate. If the actual rate exceeds the budgeted rate, then an amendment is required prior to billing the actual rate. Documentation to support the allocation rate/method must be maintained by the Contractor and is subject to review by the Department of Rehabilitation, State Auditors, Federal Department of Education auditors, or their designated representatives.

ARRRA Coop Public Agency/CRP Contract

Attachment 1

Contractor Name and Address:
Riverside County Department of Mental Health
4095 County Circle Drive
Riverside, CA 92503

Original

Amendment

Revision

Contract Number:

Contract Number: 001115009800

Effective Date:

Page 1 of 1

Line No.	Position Title & FTE	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL				
2	Director, Special Services	\$38,471.27			\$38,471.27
3					
4					
5	OPERATING				
6	Communications				
7	Material Expenses				
8	Insurance				
9	Maintenance Building/Equipment				
10	Records Management				
11	Office Supplies/Printing/Postage				
12	Gas/Repairs/Utilities/Telephone				
13	Building Repairs				
14	Utilities				
15	Memberships/Dues/Subscriptions				
16	Printing/Material				
17	Supplies				
18	Training				
19	Contract Services/Outsourcing				
20	County Health Care/Outpatient				
21	Travel/Meals				
22	Risk Fee				
23	Industrial Maintenance				
24					
25					
26					
27					
28	INDIRECT COST				
TOTALS (rounded to nearest dollar)		\$62,841			\$62,841
Personnel and Operating Subtotal		\$55,914.31			\$55,914.31
Subtotal		\$17,443.04			\$17,443.04

Indirect costs are allowable costs, incurred by an organization, which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

DOR 801A (Rev. 2/98)

ARRA Coop Public Agency/CRP Contract

Attachment 1

Original

Amendment

Revision

Contractor Name and Address:

Riverside County Department of Mental Health
4095 County Circle Drive
Riverside, CA 92503

Contract Number:

015100930000

Effective Date:

Effective Date:

Page 1 of 1

Line No.	Position Title & FTE	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL				
2	MH Pkts Specialist (1.0)	\$3,617.82			\$9,617.82
3					
4					
5	OPERATING	\$9,617.82			\$9,617.82
6	Communications	\$1,124.85			\$772.85
7	Material Expenses	\$1,000.00			\$100.00
8	Insurance	\$337.10			\$337.10
9	Maintenance (Building/Equipment)	\$402.45			\$402.45
10	Records Management	\$100.00			\$100.00
11	Office Supplies/Printing/Postage	\$100.00			\$100.00
12	Office Processing/Telephone/RFMS	\$95.93			\$95.93
13	Building Rent/Lease	\$1,048.12			\$1,048.12
14	Utilities	\$336.60			\$336.60
15	Memberships/Dues/Subscriptions	\$4.77			\$4.77
16	Printing/Material	\$9.53			\$9.53
17	Software	\$5.72			\$5.72
18	Training	\$15.73			\$15.73
19	Conferences/Registration Fees	\$9.53			\$9.53
20	Out-of-Household Expenses	\$57.20			\$57.20
21	Travel/Mileage	\$9.53			\$9.53
22	Bus Fare	\$9.53			\$9.53
23	Out-of-Household Expenses	\$9.53			\$9.53
24					
25					
26					
27					
28	INDIRECT COST	\$1,702.36			\$1,702.36
	TOTALS (rounded to nearest dollar)	\$15,444			\$15,444

Indirect costs are allowable costs, incurred by an organization, which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

Riverside County Department of Mental Health
ARRA Public Agency/CRP Contract
Service Budget Narrative

COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS

MH Peer Specialist-VOC

- Provides support, encouragement, advocacy to DOR/ARRA clients/family/caregivers as directed by the assigned Vocational Counselor in relation to Vocational Service Plan and employment goals.
- Develops activities, programs, and resources for DOR/ARRA clients which support or enhance employment related goals of client/family/caregivers.
- Develops effective working relationship with agencies and organizations to advocate and enhance employment related goals for the DOR/ARRA client.
- Helps prepare and support DOR/ARRA clients and family/caregivers at case staffings and at a variety of formal and informal hearings and meetings.
- Helps DOR/ARRA clients and those who support them to articulate their needs in preparation of employment and/or related goals.
- Focuses on the DOR/ARRA client and family/caregiver satisfaction with the Vocational Services received.
- Documents all activities in the format agreed upon by DOR and JWC Vocational Services.
- Facilitates self-help groups and educational groups for DOR/ARRA clients as related to their Vocational Service Plan.

Note: Since there is no cash match or certified time required we don't need their MH duties.

Operating Expenses:

Communications - Cost of telephone and faxing services for DOR/ARRA staff, clients, employers, and other individuals involved in providing services to DOR/ARRA clients in the vocational program. These costs are allocated based on the Service program's salary and benefits costs.

Janitorial Expenses - Cost associated with daily maintenance of facility space. These costs are allocated based on the Service program's salary and benefits costs.

Insurance - Costs of general Liability, Malpractice and Property insurance based on total vocational program salary, benefit and operating costs. These costs are then allocated based on the Service program's salary and benefits costs.

Maintenance (Building/Equipment) - Costs for maintaining vocational program office space and equipment. Based on program's total salary, benefit and operating costs. These costs are then allocated based on the Service program's salary and benefits costs.

Records Management – Annual charges for storage, microfiche, retrieval, reproduction, and destruction of DOR/ARRA client files. DOR/ARRA client files are maintained in accordance with county policy.

Office Supplies/Printing/Postage - Office supplies necessary for staff to perform the duties under the contract. Includes, but is not limited to, consumable items such as computer paper, printer ribbons, toner, staplers, staples, paper, pens, calculator tape, paper clips, printer cartridge, and envelopes, postage, mail delivery cost and the cost of printing documents needed for DOR/ARRA clients.

Oasis Processing Financials/HRMS - Costs for department's usage of county's financial and human resource management computer systems. The costs are then allocated based on the Service program's salary and benefits costs.

Building Rent Lease - Includes office and building space to be used for DOR/ARRA clients served through this contract; specific areas are allocated for vocational assessment and employment service activities. These costs are allocated based on a percentage of the Program personnel's salary and benefit costs.

Utilities - Includes gas, electricity, water, sewer, and waste disposal. These costs are then allocated based on the DOR/ARRA Service program's salary and benefits costs.

Memberships/Dues/Subscriptions – Memberships, dues and subscriptions that have direct application to the ARRA program such as subscriptions to employment advertising publications.

Testing Material - Will be given to DOR/ARRA clients during the evaluation stage only, based on their individual needs as determined by an initial assessment. A variety of tests, testing forms will be purchased and used to determine DOR/ARRA clients' aptitudes and interests.

Software - Includes funds to maintain access to the Eureka software program, or pay the monthly and or yearly access fee to make the Eureka program available for Co-operative Program staff and DOR/ARRA client use.

Training - Cost for ARRA program staff to attend training sessions with prior DOR approval, which are deemed to enhance performance of contract staff in the provision of contract services.

Conference/Registration Fees - Cost for ARRA program staff to attend conference sessions, which are deemed to enhance performance of contract staff in the provision of contract services.

County Fleet Charges/Transportation - Maintenance, fuel and county fleet vehicle costs for vehicles used to transport DOR/ARRA clients.

Travel/Mileage - Provides for the cost of mileage reimbursement, airfare, hotel, per diem, parking, taxi and/or rental car expense for staff attending training and/or meetings related to the contract program.

Bus Fare - Bus tickets to be used on a one-time-only basis by DOR/ARRA clients to enable them to utilize vocational services until they have been approved for a bus pass funded through individual client case service funds.

Instructional Material - Materials to be used exclusively for DOR/ARRA clients to provide training for job preparation and job seeking skills.

Indirect Cost:

These costs cover the vocational program's share of the department's fiscal, program support, IT services, human resources, regional expense, admin support, and county support services.

EXHIBIT D
(Standard Agreement-Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION

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

2. SETTLEMENT OF DISPUTES

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with the DOR within ten (10) days of discovery of the problem. Within ten (10) days of receipt of Notice of Dispute, the DOR Contract Administrator shall meet with the Contractor for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and DOR Contract Administrator shall be brought to the attention of the DOR Contract Officer or designated representative of each organization for resolution. The decision of the DOR Contract Officer shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement, which is not affected by the dispute.

3. CONTRACT AMENDMENT

This agreement shall allow amendments should either party, during the term of the agreement, desire a change or amendment to the terms of this agreement, such changes or amendment shall be proposed in writing to the other party. The agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

4. TERMINATION AND CANCELLATION

- A. In addition to the rights under Exhibit C of the Standard Agreement, State or Contractor reserves the right to terminate/cancel this Agreement at its sole discretion at any time upon thirty (30) days prior written notice.
- B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.

C. Upon receipt of the invoice, progress report and data (if applicable), a final payment will be made to Contractor. This payment shall be for all State-approved, actually incurred costs that in the opinion of State are justified, and shall include services rendered, and materials purchased or utilized (including all non-cancellable commitments) to termination date as specified in the proposal budget.

5. **POTENTIAL SUBCONTRACTORS (NOT APPLICABLE TO COOPERATIVE/CASE SERVICE AGREEMENTS)**

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.

6. **TRAVEL AND REIMBURSEMENT RATES**

Contractor agrees that all travel expenses and per diem rates paid under this contract shall be reimbursed at actual costs not to exceed the Department of Personnel Administration (DPA) designated rates stated on the DPA website. No travel outside the State of California is allowed without prior documented written authorization from the DOR Contract Administrator.

7. **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.

8. **TRAINING SEMINARS, WORKSHOPS OR CONFERENCES**

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval of 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 should 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.

9. **INSURANCE REQUIREMENTS**

A. **GENERAL LIABILITY INSURANCE**

Contractor must furnish to the DOR a certificate of insurance showing that a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, is presently in affect for the contractor. The certificate of insurance shall show that

activities are protected through commercial general liability insurance. Additional insurance, such as automobile liability insurance is required if a motor vehicle is used in the performance of the contract, i.e. transporting of persons by any mode of transportation.

The certificate of insurance **must** include; (1) the insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and (2) the certificate of insurance must provide the State of California, its officers, agents, employees, and servants are included as additional insured, but only with the respect to work performed for the State of California under the contract.

Evidence of insurance must be issued by an insurance company acceptable to the Department of General Services, Office of Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS/ORIM.

B. WORKERS' COMPENSATION INSURANCE

1. Contractor shall have and maintain, for the term of this Agreement, workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
2. Unless a current copy is on file with the agency, Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the agency to the State as evidence of compliance with the workers' compensation insurance requirement.

C. AUTOMOBILE LIABILITY INSURANCE (TRANSPORTING CONSUMERS)

1. **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 contract. 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.
2. **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 contract. 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.

10. CONFLICT OF INTEREST (FOR NON-PROFITS ONLY)

- 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 give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

11. CONFIDENTIALITY

- A. Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by DOR. Any information obtained by Contractor in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- B. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this contract, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, Title 9, California Code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)
- C. Contractor agrees to report any security breach or incident involving DOR consumers' personal information to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at isoinfo@dor.ca.gov.

Security breaches or incidents that must be reported include, but are not limited to:

1. Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
2. Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.
3. Loss or theft of information technology (IT) equipment or data containing DOR consumers' personal information. IT equipment includes, but is not limited to, laptop and desktop computers, PDAs, CDs, DVDs, flash drives, servers, printers, peripherals, and any other portable electronic devices and media. Data can be held in medium that includes, but is not limited to, electronic and paper.

Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this contract. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Requirements" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: <http://www.dor.ca.gov/eps/servpro.htm>

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

12. AUDIT AND REVIEW REQUIREMENTS

(a) General Audit and Review Requirements

1. Contractor shall submit to the DOR such reports, accounts, and records deemed necessary by the DOR to discharge its obligation under State and Federal laws and regulations, including the applicable 2 CFR Part, 220, 225, 230 (OMB's).
2. 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 responsibility in the event of non-compliance.
3. Contractor shall provide State's staff access to all Contractor records and evaluations of individuals referred to the program.
4. 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 contract agreement and other applicable federal or state statutes and regulations.
5. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the contract, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation.
6. Contractor to include a provision in its independent auditor agreements that allows DOR access to any audit materials, information, and reports in support of the Contractor's "Independent Auditor Report" for review in performance in the event of a DOR audit.

7. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit or any other action involving the records prior to expiration of the three (3) year period, whichever is later. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

(b) Annual Federal Finance Audit (For agreements \$500,000 and above)

In addition to the general audit and review requirements, 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 the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

Contractor agrees to submit one copy of the audit report and all management letters to:

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

Copies of the audit report and letters are due on or before the 15th day of the fifth month following the end of the Contractor's fiscal year.

EXHIBIT E
(Standard Agreement-Subvention)

ADDITIONAL PROVISIONS –SUBVENTION AGREEMENTS

1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established unified administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following, except where the contract is more restrictive.

- 2 CFR Part 215/34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 220 (OMB A-21) - Cost Principles for Educational Institutions
- 2 CFR Part 225 (OMB A-87) - Cost Principles for State, Local, and Indian Tribal Governments
- 2 CFR Part 230 (OMB A-122) - Cost Principles for Non-Profit Organizations
- OMB A-133 - Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above are available for download and review on the Internet at www.whitehouse.gov/omb/circulars. A copy of Title 34 CFRs are available at <http://www.gpoaccess.gov/cfr/index.html>.

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

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.

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing this contract, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for department, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

4. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT (IF APPLICABLE)

- A. Equal Employment Opportunity--All contracts 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--Contracts 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:

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.

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.

Subject: Discrimination on the basis of handicap.

Statute: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

Regulation: 34 CFR part 104handicap.

Subject: Discrimination on the basis of age.

Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).

Regulation: 34 CFR part 110

EXHIBIT F
(Standard Agreement -Subvention)

COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS

1. CONTRACT MANUAL

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Standardized Contract Manual and it additional policy requirements and conditions for Case Services/Cooperative Contract Program Agreements as applicable for the Fiscal Year(s) covered under this contract. Match requirements are applicable to Cooperative Programs agreements only.

2. CONTRACTOR'S MONITORING

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

3. DOR CONTRACT MONITORING

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

- A. Maintain documentation on all contract activities, including the performance of the contract services, invoice reviews and approvals, monitoring activities, and other contract administration activities.
- B. Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract, and that the Contractor prepares and maintains adequate documentation to support the services provided, 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 contract period are based on actual allowable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.
- E. Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the contract.

- 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 contract. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Contracts only)
- H. Identify low usage levels and consider partial disencumbrance of contract funds.
- I. Periodically review personnel activity reports for staff funded by the contract to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB circular.
- J. Verify that all contract staff are providing services in accordance to their duties specified in the contract, including ensuring that:
- Personnel duty statements or a copy of the Contract Budget Narrative/Contract Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the contract.
 - Verify that job duties, as provided by the contract staff, match contract duty statements and service descriptions.
 - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
 - Verify that contract staff provide services only to authorized DOR consumers. (Case Service Contracts only)
 - Review the CAS 170AA report. (Case Service Contracts only)

Riverside County Department of Mental Health
ARRA Public Agency/CRP Contract

EXHIBIT F
Cooperative/Case Service Agreement Provisions

I. CONTRACT MONITORING AND REPORTING

The Riverside County Department of Mental Health Program Coordinator shall monitor the contract by:

- ✓ Submitting 801B (service invoice) on a quarterly basis including a list of DOR/ARRA consumers served
- ✓ Including a quarterly cover letter outlining contract progress and outcomes with regard to contract objectives in the format required by the DOR contract administrator
- ✓ Submitting Personnel Activity Reports or time reporting documents as requested by DOR contract administrator
- ✓ Meeting with local DOR and program staff to discuss cooperative and ARRA contract progress as part of the regular quarterly meetings for the cooperative contract.
- ✓ Prepare and submit consumer monthly progress reports to include consumer name and other necessary or required information as required by the DOR Contract Administrator.
- ✓ Submitting the final bill within 60 days of the termination of the contract.

II. Transportation of DOR Consumers

- Riverside County Department of Mental Health will provide transportation to DOR consumers under this contract.
- Riverside County Department of Mental Health will not transport more than 16 consumers per vehicle.

EXHIBIT G
(ARRA Agreements-Subvention)

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

1. **ARRA FUNDED PROJECT:** Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.
2. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.
3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.
4. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.
5. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, the Contractor assures that it and its subrecipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.
6. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.

7. WHISTLEBLOWER PROTECTION:

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

8. FALSE CLAIMS ACT: Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

9. REPORTING REQUIREMENTS: Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:

- a. The total amount of ARRA funds received by Contractor during the Reporting Period;
- b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:
 - (i.) The name of the project or activity;
 - (ii.) A description of the project or activity;
 - (iii.) An evaluation of the completion status of the project or activity; and
 - (iv.) An estimate of the number of jobs created and /or retained by the project or activity;
- d. For any contracts equal to or greater than \$25,000:
 - (i.) The name of the entity receiving the contract;
 - (ii.) The amount of the contract;
 - (iii.) The transaction type;
 - (iv.) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - (v.) The Program source;
 - (vi.) An award title descriptive of the purpose of each funding action;
 - (vii.) The location of the entity receiving the contract;
 - (viii.) The primary location of the contract, including the city, state, congressional district and country;
 - (ix.) The DUNS number, or name and zip code for the entity headquarters;
 - (x.) A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
 - (xi.) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) \$25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.

e. For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov. The additional requirements will be added to this contract(s).

Additional DOR ARRA provisions:

10. **RULES AND REGULATIONS SUBJECT TO IMPOSED REVISIONS OR ADDITIONAL FEDERAL REQUIREMENTS:** The DOR reserves the right to provide addendum(s) to this agreement by written notification to the Contractor of imposed rules and regulation revisions or additional Federal requirements that are subject to ARRA funding and/or reporting requirements, and will be made in reference and included as a part of this agreement.
11. **FRAUD TRAINING:** The Contractor, its employees or any individuals performing activities related to this contract shall certify completion of DOR ARRA Fraud Training no later than 30 days upon contract award. Internet site: <http://drdomino/arra/ARRA%20Fraud%20Training.ppt>
12. **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.