

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

903



FROM: Department of Mental Health

SUBMITTAL DATE:

May 10, 2012

SUBJECT: Approve the Standard Agreement No. 28534 between the Riverside County Department of Mental Health and the State Department of Rehabilitation and Resolution 2012-120

RECOMMENDED MOTION: Move that the Board of Supervisors:

- (1) Approve the Standard Agreement No. 28534 between the Riverside County Department of Mental Health and the State Department of Rehabilitation; and
- (2) Approve Resolution 2012-120 authorizing the Chairman of the Board to sign all agreement documents, including amendments thereto, excepting those amendments that would increase the financial liability of the County.

BACKGROUND: On December 6, 2011, Agenda Item 3.20, the Riverside County Board of Supervisors approved the Standard Agreement No. 28325 between the Inland Empire District of the State Department of Rehabilitation (DOR) and Riverside County Department of Mental Health (RCDMH) to jointly provide vocational rehabilitation services to persons in Riverside County with psychiatric disabilities.

Continued on page 2.

JW:CMH

Jerry Wengerd

 Jerry Wengerd, Director
 Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 347,580	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: State DOR 100%

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

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
 Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: *ELENA M. BOEVA* 5-9-12 Departmental Concurrence

Consent Policy
 Consent Policy

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 12/06/2011 3.20 **District:** 1 & 4 **Agenda Number:**

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.42

PAGE 2:

SUBJECT: Approve the Standard Agreement No. 28534 between the Riverside County Department of Mental Health and the State Department of Rehabilitation

BACKGROUND: (Continued)

These services are provided and coordinated through RCDMH, and include vocational assessment, employment services as well as personal, vocational, and social adjustment services to be rendered by RCDMH and DOR selected case service contract providers in all Regions of Riverside County.

Annually, DOR requires that the County submit an adopted Resolution stating that the Board of Supervisors approves and is entering into the agreement with the State DOR. The State also requires that the County designate the person authorized to sign the agreement. Therefore, the RCDMH is requesting that the Board of Supervisors approve this agreement with DOR and approve Resolution 2012-120 authorizing the Chairman of the Board to sign the agreement.

PERIOD OF PERFORMANCE

The Standard Agreement is effective from July 1, 2012 through June 30, 2015, and may be renewed annually upon availability of DOR funds.

FINANCIAL IMPACT:

The maximum amount for this 3 year agreement is \$1,042,740, for direct services. For each fiscal year, RCDMH shall receive \$861,045, of which \$347,580 is allocated for direct services and \$513,465 is allocated for case service contractors. However, in order to receive the \$861,045 annually, RCDMH is required to provide a certified match of \$457,998 annually. The certified match has been incorporated into the FY 2012/2013 MHSA Community Services and Supports Budget for the RCDMH, and no additional County funds are required.

ATTACHMENT #1

Certification

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

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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, 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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ATTACHMENT #2


Grant/Contract Signature Authorization

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 2000 Evergreen Street Sacramento, California 95815-3832	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH 4095 County Circle Drive Riverside, California 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) Joe Zamora	Title (Please Type or Print) Administrative Svcs Manager
Signature 	Name (Please Type or Print) Paul Gonzales	Title (Please Type or Print) Administrative Svcs Officer
Signature 	Name (Please Type or Print) Roize Ensminger	Title (Please Type or Print) Supervising Accountant
Signature 	Name (Please Type or Print) Amy McCann	Title (Please Type or Print) Supervising Accountant

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


Authorized Signature per Board Resolution 	Name (Please Type or Print) John Tavaglione Chairman, Board of Supervisors	Date Signed
--	---	-------------

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 2000 Evergreen Street Sacramento, California 95815-3832	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH 4095 County Circle Drive Riverside, California 92503
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ATTACHMENT #3

Resolution No. 2012-120

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3 **RESOLUTION NO. 2012-120**

4 **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE**
5 **APPROVING THE STANDARD AGREEMENT, NO. 28534,**
6 **BETWEEN THE DEPARTMENT OF MENTAL HEALTH**
7 **AND THE STATE DEPARTMENT OF REHABILITATION**
8

9 **WHEREAS**, the Board of Supervisors of the County of Riverside, State of California, has
10 read the proposed agreement between the State of California, Department of Rehabilitation and
11 the 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 approve and authorize the Chairman of the Board to sign and execute any and all
19 documents of said agreement and all amendments there to, excepting there from those
20 amendments that would increase the financial liability of the County of Riverside.
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FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 5-9-12
CLERK

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FORM APPROVED COUNTY COUNSEL
BY: *Christina M. Jones* 5-9-12
CHRISTINA M. JONES
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FORM APPROVED COUNTY COUNSEL
BY: *Elena M. Boeva* 5-9-12
ELENA M. BOEVA
DATE

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FORM APPROVED COUNTY COUNSEL

BY: *[Signature]*
TELENA BOGVA
DIAZ

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ATTACHMENT #4

Standard Agreement No. 28534

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

AGREEMENT NUMBER
28534
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, 2012 through June 30, 2015

3. The maximum amount of this Agreement is: \$1,042,740 (\$347,580 per FY)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

CFDA #84.126A State Vocational Rehabilitation Services Program	
Exhibit A - Scope of Work	1 page
Exhibit A.1 - Contractor's Program Scope of Work	9 pages
Exhibit B - Budget Detail and Payment Provisions	4 pages
Exhibit B.1 - Contractor's Program Budget and Narrative	13 pages
Exhibit C* - General Terms and Conditions	GTC 610 (Dated 06/09/10) 1 page
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	6 pages
Exhibit E - Additional Provisions - Federally Funded Agreements	3 pages
Exhibit F - Additional Provisions - Cooperative/Case Service Agreements	3 pages
Exhibit G - Additional Provisions - Contractor's Monitoring & Transportation	1 page

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

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

CONTRACTOR	California Department of General Services Use Only <input type="checkbox"/> Exempt per:	
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		
ADDRESS		
4095 County Circle Drive, Riverside, CA 92503 Billing address: PO Box 7549, Riverside, CA 92513		
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		

FORM APPROVED COUNTY COUNSEL
 BY: 4-25-12
 ELENA M. BOEVA DATE

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

AGREEMENT NUMBER
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REGISTRATION NUMBER

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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, 2012 through June 30, 2015

3. The maximum amount of this Agreement is: \$1,042,740 (\$347,580 per FY)

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.

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Riverside County Department of Mental Health

BY (Authorized Signature)

DATE SIGNED(Do not type)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

4095 County Circle Drive, Riverside, CA 92503
 Billing address: PO Box 7549, Riverside, CA 92513

STATE OF CALIFORNIA

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BY (Authorized Signature)

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[Signature]

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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:

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 STD 213 (Rev 06/03)

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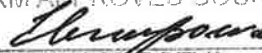
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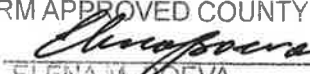
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 BY:  4-25-12
 ELENA M. COEVA DATE

**EXHIBIT A
(Standard Agreement - Subvention)
SCOPE OF WORK**

1. PURPOSE

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

2. AUTHORITY

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

Regulations: 34 CFR 371
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 Sushma Lal, Contract Administrator 464 W. Fourth Street, #152 San Bernardino, CA 92401 (909) 383-4743 (909) 383-4406 – FAX E-mail: slal@dor.ca.gov	Riverside County Department of Mental Health Linda Ramos, Contract Administrator/Program Coordinator 4095 County Circle Drive Riverside, CA 92503 (951) 358-4505 (951) 358-4792 – FAX E-mail: LMramos@rcmhd.org
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4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

EXHIBIT A.1
(Standard Agreement - Subvention)
SCOPE OF WORK
Riverside County Department of Mental Health
COOPERATIVE CONTRACT

I. Introduction

The Inland Empire District of the Department of Rehabilitation (DOR) and Riverside County Department of Mental Health (RCDMH) will provide vocational rehabilitation services to persons in Riverside County with psychiatric disabilities. DOR will determine eligibility and functional limitations, assist DOR/DMH clients in developing an Individualized Plan for Employment (IPE), provide vocational counseling, and coordinate and provide services that will lead to a successful employment outcome.

RCDMH will provide Vocational Assessment, Employment Services, Personal, Vocational, and Social Adjustment (PVSA) services under the terms of this contract in the Western and Desert Regions. Service coordination and collaboration will occur in all service delivery categories via case service contracts.

RCDMH will continue to provide the full range of mental health services for as long as desired and clinically appropriate. Services may include, but are not limited to: service coordination, individual therapy, socialization, and medication management. Special needs for DOR/DMH clients, such as American Sign Language (ASL) interpreting services for the deaf, will be provided when deemed appropriate.

RCDMH will be the primary provider of referrals to the Cooperative Program. DOR may refer clients that meet the Riverside County Department of Mental Health Cooperative Program's eligibility criteria.

During fiscal year of 2012/13, it is expected that a total of 350 unduplicated clients will be served under the terms of this agreement. As a result of the services provided through this contract, it is expected that DOR will:

- Open 178 new cases.
- Develop 175 new Individual Plans for Employment (IPE)
- Close 68 cases successfully.

During fiscal year of 2013/14, it is expected that a total of 350 unduplicated clients will be served under the terms of this agreement. As a result of the services provided through this contract, it is expected that DOR will:

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- Open 178 new cases.
- Develop 175 new Individual Plans for Employment (IPE)
- Close 68 cases successfully.

II. Services to Be Provided

Services in the Western and Desert Regions will be provided by RCDMH. Services in the Mid-County and parts of the Desert Region will be provided by the case service contract providers. All services provided through the case service contracts will be done after receiving referral / authorization for such services from the DOR Counselor.

1. Description of Service

A. Vocational Assessment

Upon referral/authorization, DOR/DMH clients receiving this service will undergo an assessment process that systemically utilizes interviews and individual modalities to assist them in understanding their strengths and weaknesses and make an informed choice about meaningful career goals leading toward vocational development.

Upon completion of an intake, Employment Services Counselor II will develop an Individual Service Plan (ISP) which will include:

- Areas to be addressed
- Proposed assessment activities
- Proposed outcomes (measurable)
- Schedule/Timeline for completion
- Staff responsible

Vocational Assessment Services are limited in scope and short in duration. Services assess basic information about the DOR/DMH client's current educational and vocational levels, abilities, and interests through the use of questionnaire, an interview, and review of collateral information.

Services within this category will be individualized and may include one-on-one meetings that focus on interest and aptitude exploration, assessment of transferable skills, work related behaviors, identifying barriers to employment, and other areas of job readiness. Medical, psychological, social, vocational, cultural, assistive technology and economic issues will be explored and incorporated into the vocational assessment process. Through this process, DOR/DMH clients will be provided with the opportunity to assess functional capabilities, the need for accommodations and modifications, and ultimately demonstrate sufficient interest and motivation to proceed into community-based employment.

For each DOR/DMH client receiving this service, a written report will be prepared. The format of this report will be jointly developed and agreed upon by both RCDMH and cooperative program staff involved with the program. The DOR Counselor requesting vocational assessment will be invited to attend a meeting with RCDMH staff and DOR/DMH client to discuss the results of the assessment and subsequent recommendations.

2. Service Outcomes/Number to be Served

During fiscal year of 2012/13, it is expected that 220 unduplicated DOR/DMH clients will receive Vocational Assessment services. (RCDMH Western: 100, Desert: 30, ANKA Case Service Contract: 60, Oasis Rehabilitation Center Case Service Contract: 15 and Victor Community Support Services Case Service Contracts: 15).

During fiscal year of 2013/14, it is expected that 220 unduplicated DOR/DMH clients will receive Vocational Assessment services. (RCDMH Western: 100, Desert: 30, ANKA Case Service Contract: 60, Oasis Rehabilitation Center Case Service Contract: 15 and Victor Community Support Services Case Service Contracts: 15).

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B. Personal, Vocational, and Social Adjustment

1. Description of Service

Upon referral of the DOR Counselor, Employment Services Counselor II will meet with the DOR/DMH client to develop an Individual Service Plan which includes:

- Areas to be addressed
- Proposed training activities
- Proposed measurable outcomes
- Schedule/timeline for completion
- Staff responsible

Employment Services Counselor II will provide Personal, Vocational, and Social Adjustment Services to DOR/DMH clients, who will be assisted in developing or re-establishing skills, attitudes, personal characteristics, interpersonal skills, work behaviors, and functional capacities to achieve and maintain positive employment outcomes. This service is to address one or more barriers that are preventing a DOR/DMH client from successfully completing their DOR Individual Plan for

Employment. Training is vocational in nature, time-limited, goal oriented, individualized, and provided in the environment where the identified appropriate behavior is needed or occurs.

PVSA training activities target the elimination/reduction of identified barriers to employment and may include, but are not limited to, issues such as:

- Appropriate interaction in the workplace
- Grooming and hygiene as related to work
- Mobility training
- Work habits and attitudes such as: attendance, punctuality, phoning in if ill, returning promptly from breaks and lunch
- Personal budgeting, banking and bill payment.

For each of the DOR/DMH client receiving this service, a written report will be prepared and provided to the referring DOR counselor outlining information gathered, findings, and recommendation.

2. Service Outcomes/Number to be Served

During fiscal year of 2012/13, it is expected that 148 unduplicated DOR/DMH clients will receive PVSA Services. (RCDMH Western: 80, Desert: 20, ANKA Case Service Contract: 35, Oasis Rehabilitation Center Case Service Contracts: 13; and Victor Community Support Case Service Contract: 0).

During fiscal year of 2013/14, it is expected that 148 unduplicated DOR/DMH clients will receive PVSA Services. (RCDMH Western: 80, Desert: 20, ANKA Case Service Contract: 35, Oasis Rehabilitation Center Case Service Contract: 13; and Victor Community Support Case Service Contract: 0).

During fiscal year of 2014/15, it is expected that 148 unduplicated DOR/DMH clients will receive PVSA Services. (RCDMH Western: 80, Desert: 20, ANKA Case Service Contract 35, Oasis Rehabilitation Center Case Service Contract 13; and Victor Community Support Case Service Contract: 0).

C. Work Adjustment

1. Description of Service

Upon authorization of the DOR Counselor, ANKA will provide Work Adjustment services that are transitional, time-limited, systematic services using real work or approved volunteer sites to train DOR consumers in the meaning, value, and demands of a job, to learn or reestablish skills, attitudes, personal characteristics, work tolerance, and behaviors appropriate and necessary for work. Job sites are temporary, and not intended to become a permanent placement.

WA services focus on the elimination of barriers to employment and are accomplished in one to four (1-4) months. WA services, however, are most often provided in a work site that generally constitutes an employer / employee relationship and requires payment of wages.

2. Service Outcomes/Number to be Served

During fiscal year of 2012/13, it is expected that 25 unduplicated DOR/DMH clients will receive WA Services from ANKA.

During fiscal year of 2013/14, it is expected that 25 unduplicated DOR/DMH clients will receive WA Services from ANKA.

During fiscal year of 2014/15, it is expected that 25 unduplicated DOR/DMH clients will receive WA Services from ANKA.

D. Employment Services

1. Description of Service

Upon receiving referral from DOR Counselor, RCDMH will provide Employment Services to DOR/DMH clients, who will be assisted in identifying, obtaining, and/or retaining employment commensurate with their strengths, desires, vocational, social, psychological, and medical needs and abilities.

Employment Services Intake:

Employment Services Counselor II will meet with the DOR client and complete the following intake activities:

- assessment/review of appropriateness of referral and job choice
- Review of DOR Individualized Plan for Employment (IPE)
- Review of job choice in relation to the availability of employers and job postings in the local labor market
- Analysis of pertinent collateral information and reports of prior work experiences and performance
- Determination if consumer will benefit from services
- Development of an Individual Service Plan (ISP) to affirm employment goal, identify services to be provided consistent with the IPE, and include the following:
 - Employment goals and objectives
 - Employment components to be addressed
 - Proposed activities
 - Proposed outcomes (Measurable)
 - Schedule/timeline for completion
 - Persons responsible

Employment Preparation Service: Upon determination of DOR/DMH client's readiness to engage in Employment Preparation Services, Employment Services Counselor II staff will provide services that will include, but are not limited to: completing job applications appropriately, writing resumes, improving interview techniques, appropriate work behavior and work ethics, relevant work practices, appropriate grooming and hygiene, assistance in becoming knowledgeable regarding the impact of employment on the consumer and his/her disability, assistance with benefits planning related to employment, identification of additional support services such as meeting transportation, childcare, or other needs, improving verbal and physical presentation, and increasing self-confidence.

Job Development and Placement: Upon determination of a DOR/DMH client's preparedness to engage in job search activities, Employment Services Counselor II and DOR/DMH client will collaborate in the following activities as guided by the ISP:

- Identification of specific job openings appropriate for the DOR consumer as indicated in his/her IPE and ISP
- Contact of employers to identify job openings
- Obtaining information detailing qualifications and work site requirements for specific job opportunities to ensure applicant readiness and success on the job
- Job Site consultation to identify or modify barriers as agreed upon with the client.
- Negotiating job carving, work site analysis, or other job accommodations as agreed upon with the client.
- Assisting job applicant in the interviewing process
- Assisting the job applicant in coordinating transportation needs
- Provision of job club or tools to assist in job search

Individualized job development in the community is also provided to enhance placement opportunities. RCDMH staff will actively pursue job leads in the community by means of "cold" calls, canvassing and marketing. Service implementation will consist of individual/group intervention with utilization of both RCDMH/Case Service Contract Staff and community resources.

Employment Retention: Upon DOR/DMH client acceptance of employment of a job that is consistent with the IPE goal and meets the needs for hours, wages, and benefits, Employment Services Counselor II will provide at least 90 days of the following Employment Retention activities:

- *Phone or personal contact, on or off the job, with the DOR/DMH client to determine ongoing satisfaction with the terms of employment*

- *Phone or personal contact with the employer to determine ongoing satisfaction with the terms of employment as agreed upon with the client.*
- *No less than two (2) contacts a month are required for a minimum of 90 days as agreed upon with the client.*
- *Communication with DOR SVRC at least monthly to discuss progress and coordinate for any additional services that may be required*
- *Assist with necessary minimal supports to sustain employment as agreed upon with the client.*

Individualized job coaching will be provided by outside providers as needed and as authorized by DOR. Until DOR successfully closes the case, RCDMH/Case Service Contract Staff will provide active follow-up services to DOR/DMH clients after they are placed. Subsequent to DOR case closure, extended vocational support will be financed through RCDMH and will continue as long as the individual maintains the job/occupation in which the closure was obtained.

In cases where the DOR/DMH client secures employment within RCDMH, RCDMH will arrange for extended services to be provided by an individual or outside entity. The cost of providing these extended services will be borne solely by RCDMH and will not be billed against the contract. Should the DOR/DMH client decline extended services and/or require renewed DOR/RCDMH services at a later date, RCDMH staff will provide assistance with case re-opening as requested and clinically appropriate.

2. Service Outcomes/Number to be served

During fiscal year of 2012/13, it is expected that:

159 unduplicated DOR/DMH clients will receive Employment Preparation (RCDMH Western: 63, Desert: 20, ANKA Case Service Contract: 50, Oasis Rehabilitation Center Case Service Contract: 13, and Victor Community Support Services Case Service Contracts: 13).

98 DOR/DMH clients are expected to be placed into employment consistent with their IPE (RCDMH Western: 35, Desert: 15, ANKA Case Service Contract: 28, Oasis Rehabilitation Center Case Service Contract: 10 and Victor Community Support Services Case Service Contracts: 10).

68 DOR/DMH clients will be closed successfully by DOR (RCDMH Western: 30, Desert: 10, ANKA Case Service Contract: 18, Oasis Rehabilitation Center Case Service Contract: 5 and Victor Community Support Services Case Service Contracts: 5).

A total of 5 DOR/DMH clients are expected to receive Non-Supported Employment Job Coaching Services from Oasis rehabilitation Center Case Service Contract.

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During fiscal year of 2014/15, it is expected that :

159 unduplicated DOR/DMH clients will receive Employment Preparation (RCDMH Western: 63, Desert: 20, ANKA Case Service Contract: 50, Oasis Rehabilitation Center Case Service Contract: 13, and Victor Community Support Services Case Service Contracts: 13).

98 DOR/DMH clients are expected to be placed into employment consistent with their IPE (RCDMH Western: 35, Desert: 15, ANKA Case Service Contract: 28, Oasis Rehabilitation Center Case Service Contract: 10 and Victor Community Support Services Case Service Contracts: 10).

68 DOR/DMH clients will be closed successfully by DOR (RCDMH Western: 30, Desert: 10, ANKA Case Service Contract: 18, Oasis Rehabilitation Center Case Service Contract: 5 and Victor Community Support Services Case Service Contracts: 5).

A total of 5 DOR/DMH clients are expected to receive Non-Supported Employment Job Coaching Services from Oasis rehabilitation Center Case Service Contract.

III. Contract Administrator/Program Coordinator

Department of Rehabilitation Contract Administrator

Sushma Lal
464 W. Fourth Street, #152
San Bernardino, CA 92401
(909) 383-4743 – Phone
(909) 383-4406 – FAX
E-mail: slal@dor.ca.gov

Riverside County Department of Mental Health

Linda Ramos, Contract Administrator/Program Coordinator
4095 County Circle Drive
Riverside, CA 92503
(951) 358-4505 – Phone
(951) 358-4792 – FAX
E-mail: lmramos@rcmhd.org

IV. Linkages to Other Community Agencies

Involvement with other community agencies with or on behalf of mutual DOR/DMH clients will be coordinated and provided by RCDMH/DOR staff. Examples of this include, but are not limited to: Social Security Administration, Housing Authority, Department of Public Social Services, Riverside Community College, Workforce Development Center, and Educational Options Center.

V. In-Service Training

Through a special Interagency Agreement, DOR and RCDMH staff will be afforded the opportunity to receive technical assistance, when requested, and training customized to the needs of DOR/RCDMH staff involved with the program. Space permitting, cooperative program staff will have the opportunity to attend training sponsored by RCDMH and RCDMH staff will have the opportunity to attend training sponsored by DOR whenever the training is deemed relevant to services provided through the contract. Cross-training on changes in the philosophy, policies, and procedures of the respective DOR/RCDMH agencies will be incorporated into contract and program meetings that occur on an ongoing basis.

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 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 *Service Budget* and *Budget Narrative* as attached hereto and made a part of this Agreement.
2. The Contractor shall be compensated for expenses in the approved Service Budget and Budget Narrative, and shall not be entitled to payment for these expenses until reviewed and approved by the DOR Contract Administrator.
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 (DR 801B Service Invoice) with supporting documentation should be submitted no later than the 20th business day for the preceding month's expenditures. 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.
2. Invoice(s) (DR 801B Service Invoice) shall provide an actual line-item detail of expenditure(s) that supports the approved *Service Budget* and *Budget Narrative*. The DR 801B Invoice shall include the Agreement Number, Registration 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 (listed on Exhibit A).

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 OMB A-133 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 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. A formal amendment is required if it does not meet the above criteria.
2. Staff line items salary ranges and percentage of time are projects and are subject to change based on actual costs. Claim adjustments are allowable as long as the annualized total line items 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.

- Adding and deleting a major category budget or detailed line item.
- 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 Department of Personnel Administration (DPA) designated rates for excluded employees. (www.dpa.ca.gov). 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 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.

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:

The allowable cost must:

- 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, and
- Be properly supported.

Documenting and supporting the distribution of personnel activity to the agreement is required. The Contractor agrees to comply with the OMB Circular applicable to its organization regarding documentation for the support of personnel activity chargeable to the agreement.

6. ACCOUNTING SYSTEM REQUIREMENTS

- A. 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:
- 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 award.
 - Accounting records including cost accounting records that are supported by source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable Office of Management and Budget Circulars.

Riverside County Department of Mental Health

Program Budget and Match Summary
July 1, 2012 - June 30, 2015

	FY 2012/13 <u>TOTALS</u>	FY 2013/14 <u>TOTALS</u>	FY 2014/15 <u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$1,025,057	\$1,025,057	\$1,025,057
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$347,580	\$347,580	\$347,580
TOTAL FEDERAL COSTS	\$1,372,637	\$1,372,637	\$1,372,637
Certified Match (If applicable)	\$457,998 25.02%	\$457,998 25.02%	\$457,998 25.02%
Total Federal Share	\$1,372,637 74.98%	\$1,372,637 74.98%	\$1,372,637 74.98%
Cash Match (If applicable)	0%	0%	0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
TOTAL STATE MATCH	\$457,998	\$457,998	\$457,998

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.

This Section For DOR Use Only			
	Year 1	Year 2	Year 3
Certified match minimum contribution amount at 25%	\$457,546	\$457,546	\$457,546
Cash match minimum contribution amount at 21.3%	\$292,372	\$292,372	\$292,372

Riverside County Department of Mental Health

DOR Program Budget July 1, 2012 - June 30, 2015

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FY 2012/13 TOTAL</u>	<u>FY 2013/14 TOTAL</u>	<u>FY 2014/15 TOTAL</u>
Rehabilitation Team Unit 1 FTE = \$110,377	Units	3.00	3.00	3.00
		\$331,131	\$331,131	\$331,131
Case Services (Individual Consumer Expenses)		180,461	180,461	180,461
	SUBTOTAL	\$511,592	\$511,592	\$511,592
Case Service Contract(s):				
<u>ANKA Behavioral Health, Inc.</u>		\$433,465	\$433,465	\$433,465
<u>Oasis Harmony - (Desert Region)</u>		\$40,000	\$40,000	\$40,000
<u>Victor Community Support Services - (Mid Region)</u>		\$40,000	\$40,000	\$40,000
<u> </u>				
<u> </u>				
TOTAL DOR PROGRAM COST		\$1,025,057	\$1,025,057	\$1,025,057

STATE OF CALIFORNIA
 SERVICE BUDGET

DEPARTMENT OF REHABILITATION

Original

Amendment

Contractor Name and Address		Contract Number	Federal ID Number	Page X of X			
Riverside County Department of Mental Health P.O. Box 7549 Riverside, CA 92513			95-6000930 W	1 of 1			
Budget Period		Budget Period		Budget Period			
July 1, 2012 - June 30, 2013		July 1, 2013 - June 30, 2014		July 1, 2014 - June 30, 2015			
Effective Date (Amendments Only)		Effective Date (Amendments Only)		Effective Date (Amendments Only)			
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary	Annual Percent FTE	Amount Budgeted	Annual Salary	Annual Percent FTE	Amount Budgeted
1	Employment Services Counselor II @ 40 hours per week	\$75,363.11	80%	\$60,290.49	\$75,363.11	80%	\$60,290.49
2	Employment Services Counselor II @ 40 hours per week	\$79,213.52	80%	\$63,370.81	\$79,213.52	80%	\$63,370.81
3	Employment Services Counselor II @ 40 hours per week	\$61,771.02	80%	\$49,416.82	\$61,771.02	80%	\$49,416.82
4	Employment Services Counselor II Benefits			\$53,197.37			\$53,197.37
5							
6	Subtotal			\$226,275.49			\$226,275.49
7	OPERATING EXPENSES						
8	Communications			\$16,607.77			\$16,607.77
9	Janitorial Expenses			\$812.70			\$812.70
10	Insurance			\$7,856.14			\$7,856.14
11	Records Management			\$270.90			\$270.90
12	Office Supplies/Printing/Postage/Software			\$8,576.88			\$8,576.88
13	Oasis Processing - Financials/HRMS			\$3,792.62			\$3,792.62
14	Building Rent/Lease			\$70,654.71			\$70,654.71
15	Utilities			\$12,732.37			\$12,732.37
16							
17	Operating Subtotal			\$121,304.09			\$121,304.09
18	Personnel and Operating Subtotal			\$347,579.58			\$347,579.58
19	Indirect Rate Percentage						
20	Indirect Cost						
TOTAL (rounded to nearest dollar)				\$347,580			\$347,580

SERVICE BUDGET NARRATIVE

Riverside County Department of Mental Health

Personnel:

Employee Benefits

Full time employee positions are allowed to enroll in all County Benefit Plans which include medical, dental, vision, flexible spending accounts, leave balance accruals, and supplemental life insurance. These employees are also required to make contributions to the Public Employee's Retirement System. Temporary employee positions are not entitled to these benefits.

COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS

Employment Services Counselor II

- Provide Employment Services, Personal, Vocational, and Social Adjustment, and Vocational Assessment services under the cooperative contract.
- Write Employment Services, PVSA, and VA Individual Service Plans (ISP), progress reports and related monthly summaries for DOR/DMH clients.
- Develop employment opportunities by promoting the program to employers and community organizations.
- Counsel DOR/DMH clients in the development of an employability plan.
- Provide assistance in obtaining employment.
- Solicit and develop sources of employment for DOR/DMH clients.
- Explain program benefits and requirements to potential employers and community organizations.
- Initiate "cold calls" to potential employers and attend job fairs and other functions to promote participation in various employment programs and solicit jobs.
- Interview, screen and counsel DOR/DMH clients regarding employment barriers, advise DOR/DMH clients regarding alternate training and employment opportunities.

- Evaluate DOR/DMH clients' interests, education, and experience to determine possible program placements and develop plans to further DOR/DMH clients' entry into the labor market.
- Arrange supportive services and refer DOR/DMH clients to appropriate training and employment services; monitor and evaluate DOR/DMH clients' progress and attendance.
- Counsel DOR/DMH clients in interviewing skills, techniques, and etiquette for employment interviews.
- Follow up on DOR/DMH clients after placement in job to assist with work-related problems.

FORMER/CONCURRENT COOPERATIVE AGENCY FUNCTIONS

Employment Services Counselor II

- Attend Administrative meetings, non-DOR trainings.
- Provide consultation to clients, non-DOR clients.

Operating Expenses:

Communications - Cost of telephone and faxing services incurred by Mental Health staff in contacting cooperative staff, clients, employers, and other individuals involved in providing services to DOR/DMH 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.

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

Office Supplies/Printing/Postage/Software - 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 the vocational program. 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/DMH client use.

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/DMH clients served through this contract; specific areas are allocated for vocational assessment and employment service activities. These costs are allocated based on the Service budgets personnel and benefits costs.

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

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

July 1, 2012 - June 30, 2015

Contractor Name and Address

Riverside County Department of Mental Health
 P.O. Box 7549
 Riverside, CA 92513

Cooperative agency agrees it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds.

Item Expenditure	Fiscal Year 2012/13			Fiscal Year 2013/14			Fiscal Year 2014/15		
	Annual Salary	Annual Percent FTE	Annual Amount Certified	Annual Salary	Annual Percent FTE	Annual Amount Certified	Annual Salary	Annual Percent FTE	Annual Amount Certified
PERSONNEL - Title & Time Base									
Employment Services Counselor II @ 40 hours per week	\$64,055.23	75%	\$48,041.42	\$64,055.23	75%	\$48,041.42	\$64,055.23	75%	\$48,041.42
Employment Services Counselor II @ 40 hours per week	\$51,723.98	25%	\$13,054.40	\$51,723.98	25%	\$13,054.40	\$51,723.98	25%	\$13,054.40
Behavioral Health Specialist II @ 40 hours per week	\$50,892.32	80%	\$40,713.86	\$50,892.32	80%	\$40,713.86	\$50,892.32	80%	\$40,713.86
Behavioral Health Specialist II @ 40 hours per week	\$42,146.13	80%	\$33,716.90	\$42,146.13	80%	\$33,716.90	\$42,146.13	80%	\$33,716.90
Behavioral Health Specialist II @ 40 hours per week	\$42,146.13	80%	\$33,716.90	\$42,146.13	80%	\$33,716.90	\$42,146.13	80%	\$33,716.90
Behavioral Health Specialist II @ 40 hours per week	\$49,262.18	49%	\$23,942.44	\$49,262.18	49%	\$23,942.44	\$49,262.18	49%	\$23,942.44
MH Peer Specialist - @ 40 hours per week	\$35,101.97	50%	\$17,550.98	\$35,101.97	50%	\$17,550.98	\$35,101.97	50%	\$17,550.98
DOR Services Supervisor @ 40 hours per week	\$73,395.94	70%	\$51,377.16	\$73,395.94	70%	\$51,377.16	\$73,395.94	70%	\$51,377.16
Employment Services Counselor II Benefits			\$13,785.69			\$13,785.69			\$13,785.69
Behavioral Health Specialist II Benefits			\$34,060.97			\$34,060.97			\$34,060.97
MH Peer Specialist Benefits			\$4,071.52			\$4,071.52			\$4,071.52
DOR Services Supervisor Benefits			\$16,206.58			\$16,206.58			\$16,206.58
Personnel Subtotal			\$330,238.83			\$330,238.83			\$330,238.83
OPERATING EXPENSES									
Dues/Subscriptions			\$135.45			\$135.45			\$135.45
Testing Material			\$270.90			\$270.90			\$270.90
CARF Accreditation			\$4,196.80			\$4,196.80			\$4,196.80
Training			\$446.99			\$446.99			\$446.99
Conference/Registration Fees			\$270.90			\$270.90			\$270.90
County Fleet Charges/Transportation			\$1,625.41			\$1,625.41			\$1,625.41
Travel/Mileage			\$270.90			\$270.90			\$270.90
Bus Fare			\$270.90			\$270.90			\$270.90
Instructional Materials			\$270.90			\$270.90			\$270.90
Operating Subtotal			\$7,759.15			\$7,759.15			\$7,759.15
Personnel and Operating Subtotal			\$337,997.98			\$337,997.98			\$337,997.98
Indirect Cost Percentage			35.50%			35.50%			35.50%
Indirect Cost Total			\$120,000.00			\$120,000.00			\$120,000.00
TOTAL EXPENDITURES "CERTIFIED"			\$457,998			\$457,998			\$457,998

CERTIFIED EXPENDITURE BUDGET NARRATIVE

Riverside County Department of Mental Health

Personnel:

Employee Benefits

Full time employee positions are allowed to enroll in all County Benefit Plans which include medical, dental, vision, flexible spending accounts, leave balance accruals, and supplemental life insurance. These employees are also required to make contributions to the Public Employee's Retirement System. Temporary employee positions are not entitled to these benefits

COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS

Employment Services Counselor II

- Provide Employment Services, Personal, Vocational, and Social Adjustment, and Vocational Assessment services under the cooperative contract.
- Write Employment Services, Personal, Vocational, and Social Adjustment, and Vocational Assessment Individual Service Plans (ISP), progress reports and related monthly summaries for DOR/DMH clients.
- Develop employment opportunities by promoting the program to employers and community organizations.
- Counsel DOR/DMH clients in the development of an employability plan.
- Provide assistance in obtaining employment.
- Solicit and develop sources of employment for DOR/DMH clients.
- Explain program benefits and requirements to potential employers and community organizations.
- Initiate "cold calls" to potential employers and attend job fairs and other functions to promote participation in various employment programs and solicit jobs.
- Interview, screen and counsel DOR/DMH clients regarding employment barriers, advise DOR/DMH clients regarding alternate training and employment opportunities.

- Evaluate DOR/DMH clients' interests, education, and experience to determine possible program placements and develop plans to further DOR/DMH clients' entry into the labor market.
- Arrange supportive services and refer DOR/DMH clients to appropriate training and employment services; monitor and evaluate DOR/DMH clients' progress and attendance.
- Counsel DOR/DMH clients in interviewing skills, techniques, and etiquette for employment interviews.
- Follow up on DOR/DMH clients after placement in job to assist with work-related problems.

FORMER/CONCURRENT COOPERATIVE AGENCY FUNCTIONS

Employment Services Counselor II

- Attend Administrative meetings, non-DOR trainings.
- Provide consultation to clients, non-DOR clients.

COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS

Behavioral Health Specialist II

- Evaluate work abilities and deficits of DOR/RCDMH clients and provide up-to-date documentation to both RCDMH and cooperative program staff.
- Coordinate pre-IPE and IPE services with RCDMH staff and DOR Counselor for DOR/DMH clients.
- Assist Employment Services Counselor in providing Employment Services, Personal, Vocational, and Social Adjustment, and Vocational Assessments.
- Provide vocational skills building for DOR/DMH clients.
- Document Vocational Reports and monthly summaries for DOR/DMH clients.
- Provide Vocational Assessment and Personal, Vocational, and Social Adjustment services under the cooperative contract.

COOPERATIVE AGENCY FUNCTIONS TIME FUNCTIONS

Behavioral Health Specialist II

- Plan, supervise, and implement group activities for non DOR/DMH clients.
- Monitor conduct of non DOR clients in non-employment skill development program.

- Plan and accompany non DOR applicants/clients on recovery/skill building outings.
- Assess and evaluate prospective full service partnership program DOR/DMH applicants/clients for admission to program.

COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS

MH Peer Specialist

- Assist vocational staff in working with DOR/DMH clients' Individual Service Plans.
- Work with DOR/DMH clients in eliminating barriers to employment
- Assist vocational staff in providing Vocational Assessment, Employment Services, and Personal, Vocational, and Social Adjustment services.
- Provides support, encouragement, advocacy to DOR/DMH 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/DMH 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/DMH client.
- Helps prepare and support DOR/DMH clients and family/caregivers at case staffings and at a variety of formal and informal hearings and meetings.
- Helps DOR/DMH clients and those who support them to articulate their needs in preparation of employment and/or related goals.
- Focuses on the DOR/DMH 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/DMH clients as related to their Vocational Service Plan.

COOPERATIVE AGENCY FUNCTIONS TIME FUNCTIONS

MH Peer Specialist

- Provide support, encouragement, advocacy to mental health clients/family/caregivers.

- Develops activities, programs and resources for mental health clients which support client/family/care givers in achieving their goals (e.g. housing, sobriety groups).
- Develops effective working relationships with agencies and organizations to advocate for the mental health client and family/caregiver.
- Helps prepare and support mental health clients and family/caregivers at case staffings and at a variety of formal and informal hearings.
- Helps mental health clients and those who support them to articulate their needs.
- Focuses on the mental health client and family/caregiver satisfaction with the services received and general satisfaction with mental health services.
- Documents all activities as required by Medi-Cal.
- Facilitates self-help groups for mental health clients and caregivers.

COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS

DOR Services Supervisor

- Plan, organize and direct the activities of staff assigned to the cooperative program.
- Assign, supervise, and evaluate the work of multidisciplinary professional staff and support personnel engaged in planning and providing vocational rehabilitation services to individuals and groups.
- Interact and meet with DOR counselors, supervisor, or District Administrator as needed.

COOPERATIVE AGENCY FUNCTIONS TIME FUNCTIONS

Mental Health Service Supervisor

- Supervise staff, programs as assigned by Regional Manager.
- Provide clinical and/or administrative consultation to staff.
- Assign, supervise, and evaluate the work of cooperative program staff and support personnel engaged in planning and provide mental health services to individuals and groups.
- Hiring, evaluation of RCDMH employees.

Operating Expenses:

Dues/Subscriptions – Memberships, dues and subscriptions that have

direct application to the vocational program such as subscriptions to employment advertising publications.

Testing Material - Will be given to DOR/DMH 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/DMH clients' aptitudes and interests.

CARF Accreditation - The cost of the accreditation process and the purchase of necessary publications to keep the accreditation current.

Training - Cost for Western Adult Mental Health vocational program staff to attend training sessions, which are deemed to enhance performance of contract staff in the provision of contract services.

Conference/Registration Fees - Cost for Western Adult Mental Health vocational 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/DMH 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/DMH 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/DMH clients to provide training for job preparation and job seeking skills.

Indirect/Operating Expenses:

Generally, there are three layers of indirect costs associated with Riverside County MH services. They are:

Regional (Desert and Western): This includes an allocated cost of the central administrative costs for the Desert and Western regions and includes support services provided by the regional offices such as Mental Health Services Manager and Office Assistants, and related operating costs.

Local (Departmental Administration): This includes an allocated cost of the local Mental Health administrative programs which includes the director, fiscal, purchasing, program analysis, payroll, information technology, other administrative support staff, and related operating costs.

County General and Administrative Overhead: This includes an allocated cost of Riverside County's general and administrative costs included in the Countywide Cost Allocation plan. These costs are listed on the plan document: County Executive Office, Auditor Controller, Internal Audit, County Counsel, Human Resources, Purchasing, and Facilities Management.

The total of these three allocated indirect costs are then allocated to the DOR program agreement based on staff time spent in the provision of services under the cooperative agreement.

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 610)

PLEASE NOTE: This page will not be included with the final agreement, The General Terms and Conditions will be included in the agreement by reference to Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

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, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

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:

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

The **endorsement** must be supplied under a form acceptable to the DGS Office of Risk and Insurance Management.

- B. 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.
- C. Automobile Liability – 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.

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 maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this agreement 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.)
- D. Contractor agrees to report any security breach or information security 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.
- E. Security breaches or information security incidents that shall 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, electronic devices/media, paper media, or data containing DOR consumers' personal information. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptop and desktop, netbooks, 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 personal, confidential, or sensitive information relating to 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 under the "Providers" tab in the "Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: <http://www.dor.ca.gov/eps/privacytraining.htm>.
- I. Additional training and awareness tools are available at the California Office of Information Security (OIS) website and the California Office of Privacy Protection (COPP) website. The COPP 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 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 2 CFR Part - 220, 225, 230 (OMB Circulars).
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 responsibilities 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 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 agreement, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation.
 6. Contractor agrees to include a provision in its independent auditor agreement that allows DOR, when conducting an audit, access to any audit materials, information, and reports in support of the Contractor's "Independent Auditor Report".
 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 Audit (For Agreements that received Federal Funds \$500,000 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 the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).
 2. For DOR agreement expenditures designated by the independent auditor as major programs the 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
 3. Copies of the audit report and letters shall be submitted within 30 days after receipt of the auditor' report(s) or nine months following the end of the Contractor's fiscal year, unless a longer period is agreed to in advance by DOR. Unless restricted by law or regulation, the auditee shall make copies available for public inspection.

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.
- 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 of \$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. 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.

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

12. 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

EXHIBIT E

(Standard Agreement - Subvention)

ADDITIONAL PROVISIONS – Federally Funded Agreements

1. FEDERAL REQUIREMENTS

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

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

By signing this agreement, 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

- 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:

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 (29U.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

5. 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.

**EXHIBIT F
(COOP/Case Services Agreements-Subvention)**

ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES

1. MATCH REQUIREMENTS

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

- A. Contractor shall certify to the State on a monthly or quarterly basis, as specified in Exhibit 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 and OMB circulars. 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 (DOR 801A) 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. The 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

- A. 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.
- B. Indirect Costs for Service Budgets: The Contractor may be reimbursed for actual indirect costs subject to this agreement not to exceed a rate of 15% indirect cost.
- C. Indirect Cost Rate for Certified Expenditure Match: The Contractors "actual" indirect costs may be used to calculate certified expenditures, and not subject to the maximum cap of 15% indirect cost rate as defined in B. above.

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.

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 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 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 circular.
- 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 agreement staff provide services only to authorized DOR consumers. (Case Service Agreements only)

EXHIBIT G
(COOP/Case Services Agreements-Subvention)
ADDITIONAL PROVISIONS-CONTRACTOR'S MONITORING & TRANSPORTATION

Riverside County Department of Mental Health

I. Contract Monitoring and Reporting

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

- RCDMH and local cooperative program staff will review monthly production reports from the DOR central office Cooperative Programs Section to monitor progress toward contract goals. The local cooperative partners will develop a system to monitor placements and review this statistic monthly as well.
- RCDMH staff will complete and submit a service and certified invoice (DOR CES and 801B) to the Contract Administrator on a quarterly basis.
- RCDMH will provide the prepare and submit consumer Vocational Assessment reports, Personal, Vocational, and Social Adjustment reports, Employment Services reports and monthly progress reports to include name and other necessary or required information as agreed to in collaborative quarterly meetings.
- The DOR Contract Administrator and the RCDMH Contract Administrator will meet at least quarterly throughout the year, but more often as needed, to discuss budget utilization, the program's progress toward contract objectives, referrals, service provision and any problems and/or mutual concerns. These quarterly meetings will include appropriate representative from DOR, RCDMH, and case service contract staff from all three regions of the county.

II. Transportation of DOR/DMH Clients

RCDMH – Staff will provide transportation to DOR/DMH clients under the terms of this contract but not to more than 7 DOR/DMH clients in one vehicle at one time.