

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

741



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**  
July 9, 2015

**SUBJECT:** Approve Standard Agreement No. 29686 between Department of Mental Health and the State Department of Rehabilitation for Three Years and Adopt Resolution No. 2015-159. (District: 1, 2 and 3), [\$4,108,770 total], Federal 75% and State 25%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve Standard Agreement No. 29686 between the Riverside County Department of Mental Health and the State Department of Rehabilitation for the period of July 1, 2015 through June 30, 2018 and may be renewed annually upon availability of State Department of Rehabilitation funds; and
2. Adopt Resolution No. 2015-159 authorizing the Director of Mental Health to sign the Agreement and any related documents, reports and amendments that do not substantially change the terms and conditions of the agreement as required by the State Department of Rehabilitation.

(Continued on page 2)

JW:TJ

*Jerry Wengerd*  
\_\_\_\_\_  
Jerry Wengerd, Director  
Department of Mental Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,369,590	\$ 1,369,590	\$ 4,108,770	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Federal 75% and State 25% (MHSA) in-kind match				<b>Budget Adjustment:</b> NO	
				<b>For Fiscal Year:</b> 15/16-17/18	

**C.E.O. RECOMMENDATION:**

APPROVE

County Executive Office Signature

BY: *[Signature]*

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS  
DATE: 7/20/15

Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 3-52 08/20/2013

District: 1, 2 & 3

Agenda Number:

**3-38**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Approve Standard Agreement No. 29686 between Department of Mental Health and the State Department of Rehabilitation for Three Years and Adopt Resolution No. 2015-159. (District: 1, 2 and 3), [\$4,108,770 total], Federal 75% and State 25%

**DATE:** July 9, 2015

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary**

On August 20, 2013, (3-52), the Board of Supervisors approved the Standard Agreement No. 28534 between Riverside County Department of Mental Health (DMH) and the State of Rehabilitation (DOR) to jointly provide vocational rehabilitation services to persons in the County with psychiatric disabilities. These services are provided and coordinated through DMH and include vocational assessment, employment services as well as personal, vocational and social adjustment services to be rendered by DMH and DOR selected case service contract providers in all regions of Riverside County.

DOR requires that the County submit an Adopted Resolution stating that the Board of Supervisors has given approval for the Director of Mental Health to sign the Agreement with the State DOR. Therefore, DMH is requesting that the Board of Supervisors approve and adopt Resolution No. 2015-159 authorizing the Director of Mental Health to sign the Agreement and other related documents, reports and amendments that do not substantially change the terms and conditions of the agreement.

**Impact on Citizens and Businesses**

These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The maximum amount for this three year agreement is \$4,108,770. Each fiscal year, DMH shall receive \$911,592 which is allocated for direct services and \$461,045 is allocated for case services contractors paid directly from DOR. However, in order to receive the \$911,592 each year, DMH is required to provide a certified match of \$457,998 annually. The certified match has been incorporated into the FY15/16 MHSA Community Services and Supports Budget for the DMH, and no additional County funds are required.

2  
3 **RESOLUTION NO. 2015-159**

4 **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF**  
5 **RIVERSIDE APPROVING THE STANDARD AGREEMENT NO. 29686,**  
6 **BETWEEN THE DEPARTMENT OF MENTAL HEATH AND THE STATE DEPARTMENT**  
7 **OF REHABILITATION**

8  
9  
10 **WHEREAS**, the Board of Supervisors of the County of Riverside, State of  
11 California, has read the proposed agreement between the State of California, Department  
12 of Rehabilitation and the County of Riverside, Department of Mental Health.

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

16 **NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED**  
17 by the Board of Supervisors of the County of Riverside, State of California in regular  
18 session assembled on \_\_\_\_\_, does hereby approve and authorize the Director  
19 of Mental Health to sign and execute any and all documents required by Department of  
20 Rehabilitation to effectuate the execution of said Agreement and all amendments there to,  
21 excepting there from those amendments that would increase the financial liability of the  
22 County of Riverside.

23  
24 **ADOPTED, SIGNED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015  
25 by the Board of Supervisors of the County of Riverside.  
26  
27  
28

FORM APPROVED COUNTY COUNSEL  
BY: Eric Stopher DATE: 7/1/15  
ERIC STOPHER

AGREEMENT NUMBER
29686
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, 2015 through June 30, 2018

3. The maximum amount of this Agreement is:

**\$1,383,135.00** Certified Expenditure: **\$1,373,994.00**

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

<b>CFDA #84.126A State Vocational Rehabilitation Services Program</b>	
Exhibit A	1 page(s)
Exhibit A.1 - Contractor's Program Scope of Work	8 page(s)
Exhibit B - Budget Detail and Payment Provisions	4 page(s)
Budgets and Narratives	11 page(s)
<b>Exhibit C* - General Terms and Conditions</b>	<b>GTC 610 (Dated 06/09/10)</b>
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	7 page(s)
Exhibit E - Additional Provisions - Federally Funded Agreements	3 page(s)
Exhibit F - Additional Provisions - Cooperative/Case Service Agreements	3 page(s)
Exhibit G - Additional Provisions - Contract Monitoring & Transportation	1 page(s)

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

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

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
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)	
	7-14-15	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Jerry A. Wengerd		
ADDRESS		
4095 County Circle Drive, Riverside, CA 92503 P.O. Box 7549, Riverside, CA 92513 (Billing)		
<b>STATE OF CALIFORNIA</b>		
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		

Exempt per:

FORM APPROVED COUNTY COUNSEL

BY:  ERIC STOPHER DATE: 7/14/15

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

AGREEMENT NUMBER
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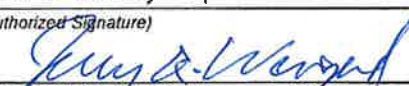

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	7-14-15	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kirby A. Wengert		
ADDRESS		
4095 County Circle Drive, Riverside, CA 92503 P.O. Box 7549, Riverside, CA 92513 (Billing)		
<b>STATE OF CALIFORNIA</b>		
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Department of Rehabilitation		
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Exempt per:

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BY:  ERIC STOPHER

7/14/15  
DATE

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Jerry A. Wenger		
ADDRESS		
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ADDRESS		
721 Capitol Mall, 6th Floor, Sacramento, CA 95814		
		<input type="checkbox"/> Exempt per:

FORM APPROVED COUNTY COUNSEL  
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		<input type="checkbox"/> Exempt per:

FORM APPROVED COUNTY COUNSEL  
 BY:  ERIC STOPHER  
 DATE:  DATE

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

**1. PURPOSE**

Subvention: VR Third Party Cooperative/Case Service Agreements:

**2. AUTHORITY**

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

Regulations: 34 CFR 369.2 (b)

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

**3. CONTRACT REPRESENTATIVES**

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

**Department of Rehabilitation**

Sushma Lal  
464 W. Fourth Street, #152  
San Bernardino, CA 92401  
Phone: (909) 383-4743  
Fax: (909) 489-3112  
Email: [sushma.lal@dor.ca.gov](mailto:sushma.lal@dor.ca.gov)

**Riverside County Dept. of Mental Health**

Yvonne Tran  
4095 County Circle Drive  
Riverside, CA 92503  
Phone: (951) 358-5504  
Fax: (951) 358-5011  
E-mail: [YTTran@rcmhd.org](mailto:YTTran@rcmhd.org)

**4. DESCRIPTION OF SERVICES/DELIVERABLES**

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



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

**RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH  
Cooperative Contract  
Fiscal Year 2015/2016-2017/2018**

**Scope of Work**

**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 Mid-County Regions. Service coordination and collaboration will occur in all service delivery categories via case service contracts.

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 2015/16, 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 86 cases successfully.

During fiscal year of 2016/17, 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 86 cases successfully.

During fiscal year of 2017/18, 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 86 cases successfully.

## II. Services To Be Provided

Services in the Western and Mid-County Regions will be provided by RCDMH. Oasis Behavioral Health, Inc case service contract will provide services for the Desert Region, and a targeted population of the Mid-County Region will be provided by Victor Community Support Services case service contract. All services provided through the case service contracts will be done after receiving referral for such services from the DOR Counselor.

### A. Vocational Assessment

#### 1. Description of Service

The DOR Counselor will send a referral to authorize DOR/DMH clients to receive Vocational Assessment. 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, the assigned COOP Behavioral Health Specialist II or COOP 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.

When needed, under the directions/instructions of the COOP Behavioral Health Specialist II or COOP Employment Services Counselor II, COOP MH Peer Specialist will assist with the services listed above.

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 2015/16, it is expected that

- 247 unduplicated DOR/DMH clients will receive Vocational Assessment services. (RCDMH Western: 100, RCDMH Mid-County: 62, Oasis Behavioral Health, Inc. Case Service Contract: 70 and Victor Community Support Services Case Service Contracts: 15).

During fiscal year of 2016/17, it is expected that

- 247 unduplicated DOR/DMH clients will receive Vocational Assessment services. (RCDMH Western: 100, RCDMH Mid-County: 62, Oasis Behavioral Health, Inc. Case Service Contract: 70 and Victor Community Support Services Case Service Contracts: 15).

During fiscal year of 2017/18, it is expected that

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## B. Personal, Vocational, and Social Adjustment

### 1. Description of Service

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

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

PVSA services may be provided individually, in groups or in a classroom setting based on the DOR/DMH clients' needs.

COOP Behavioral Health Specialist II or COOP 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, typically up to 40 hours and if further training is needed more hours may be authorized on a case by case basis. Service is 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.

When needed, under the directions/instructions of the COOP Behavioral Health Specialist II or COOP Employment Services Counselor II, COOP MH Peer Specialist will assist with the services listed above.

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 2015/16, it is expected that

- 162 unduplicated DOR/DMH clients will receive PVSA Services. (RCDMH Western: 80, RCDMH Mid-County: 32, Oasis Behavioral Health, Inc. Case Service Contracts: 50

During fiscal year of 2016/17, it is expected that

- 162 unduplicated DOR/DMH clients will receive PVSA Services. (RCDMH Western: 80, RCDMH Mid-County: 32, Oasis Behavioral Health, Inc. Case Service Contracts: 50

During fiscal year of 2017/18, it is expected that

- 162 unduplicated DOR/DMH clients will receive PVSA Services. (RCDMH Western: 80, RCDMH Mid-County: 32, Oasis Behavioral Health, Inc. Case Service Contracts: 50)

### C. 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:

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

- Assessment and review 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

#### Service Outcomes/Number to be Served:

During fiscal year 2015-2016 it is expected that:

- 208 unduplicated DOR/DMH clients will receive an Employment Intake (RCDMH Western: 63, RCDMH Mid-County: 52, Oasis Behavioral Health, Inc. Case Service Contract: 80, and Victor Community Support Services Case Service Contracts: 13).

During fiscal year 2016-2017 it is expected that:

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During fiscal year 2017-2018 it is expected that:

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Employment Preparation Service: Upon determination of DOR/DMH client's readiness to engage in Employment Preparation Services, COOP 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.

Service Outcomes/Number to be Served:

During fiscal year 2015-2016 it is expected that:

- 208 unduplicated DOR/DMH clients will receive Employment Preparation (RCDMH Western: 63, RCDMH Mid-County: 52, Oasis Behavioral Health, Inc. Case Service Contract: 80, and Victor Community Support Services Case Service Contracts: 13).

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Job Development and Placement: Upon determination of a DOR/DMH client's preparedness to engage in job search activities, COOP 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, COOP 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.*

During fiscal year of 2015/16, it is expected that:

- 114 DOR/DMH clients are expected to be placed into employment consistent with their IPE (RCDMH Western: 35, RCMHD Mid-County: 29,

Oasis Behavioral Health, Inc. Case Service Contract: 40 and Victor Community Support Services Case Service Contracts: 10).

- 86 DOR/DMH clients will be closed successfully by DOR (RCDMH Western: 30, RCDMH Mid-County: 21, Oasis Behavioral Health, Inc. Case Service Contract: 30 and Victor Community Support Services Case Service Contracts: 5).

During fiscal year of 2016/17, it is expected that:

- 114 DOR/DMH clients are expected to be placed into employment consistent with their IPE (RCDMH Western: 35, RCDMH Mid-County: 29, Oasis Behavioral Health, Inc. Case Service Contract: 40 and Victor Community Support Services Case Service Contracts: 10).
- 86 DOR/DMH clients will be closed successfully by DOR (RCDMH Western: 30, RCDMH Mid-County: 21, Oasis Behavioral Health, Inc. Case Service Contract: 30 and Victor Community Support Services Case Service Contracts: 5).

During fiscal year of 2017/18, it is expected that:

- 114 DOR/DMH clients are expected to be placed into employment consistent with their IPE (RCDMH Western: 35, RCDMH Mid-County: 29, Oasis Behavioral Health, Inc. Case Service Contract: 40 and Victor Community Support Services Case Service Contracts: 10).
- 86 DOR/DMH clients will be closed successfully by DOR (RCDMH Western: 30, RCDMH Mid-County: 21, Oasis Behavioral Health, Inc. Case Service Contract: 30 and Victor Community Support Services Case Service Contracts: 5).

Non Supported Employment Job Coaching (Oasis Behavioral Health, Inc.):

This service will be provided to DOR/RCDMH or approved RCDMH Contract Provider consumers in the desert region. The Vocational Services Specialist and/or Job Coach will provide individual DOR/RCDMH or approved RCDMH Contract Provider consumer assistance and support on or off the job, in activities that are employment-related and needed to promote job adjustment and retention. Services may be time-limited or ongoing depending upon individual DOR/RCDMH client need.

## 2. Service Outcomes/Number to be served

During fiscal year of 2015/16, it is expected that:

- 15 DOR/DMH clients are expected to receive Non-Supported Employment Job Coaching Services from Oasis Behavioral Health, Inc. Case Service Contract.

During fiscal year of 2016/17, it is expected that:

- 15 DOR/DMH clients are expected to receive Non-Supported Employment Job Coaching Services from Oasis Behavioral Health, Inc. Case Service Contract.



During fiscal year of 2017/18, it is expected that:

- 15 DOR/DMH clients are expected to receive Non-Supported Employment Job Coaching Services from Oasis Behavioral Health, Inc. Case Service Contract.

### **III. Contract Administrator/Program Coordinator**

#### Department of Rehabilitation

Sushma Lal  
464 W. Fourth Street, #152  
San Bernardino, CA 92401  
(909) 383-4743 – Phone  
(909) 489-3112 – FAX  
E-mail: [sushma.lal@dor.ca.gov](mailto:sushma.lal@dor.ca.gov)

#### Riverside County Department of Mental Health

Yvonne Tran  
4095 County Circle Drive  
Riverside, CA 92503  
(951) 358-5504 – Phone  
(951) 358-5011 – FAX  
E-mail: [YTTran@rcmhd.org](mailto:YTTran@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 Agreement for subvention services. For services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.
2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.
3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

**B. Submission of Invoice(s)**

1. Monthly invoices must be completed using the DR 801B Service Invoice form (DR801B) and shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR801B shall include the Agreement Number, Registration Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).
2. An original DR801B must be submitted and signed by authorized personnel as listed on the Signature Authorization (DR 325) form.
3. Supporting documentation must be available upon request at any time by DOR staff, or other State and Federal representatives.
4. Federal and State funds are time limited, therefore, invoices (service and certified match) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than November 1<sup>st</sup>, to allow for payment and draw down prior to the close out of Federal/State funds.
5. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the Victims Compensation and Government Claims Board, where approval to pay is not guaranteed.

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

**C. Appropriate Expenditures**

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200) Single Audit.

**D. Invoice Claim Adjustments**

1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained **within the same fiscal year**. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget for all budget years as long, as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

**E. Budget Contract Amendments**

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

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

**F. Travel Reimbursements**

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

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

## **2. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

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

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

## **4. PROMPT PAYMENT CLAUSE**

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

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

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

- Be generally recognized and necessary for the operation of the Contractor's organization.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.

- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Contractor.
- Be properly documented and supported.

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

## **6. ACCOUNTING SYSTEM REQUIREMENTS**

- A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:
- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
  - Records that identify adequately the source and application of funds for federally sponsored activities.
  - Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
  - Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations.

**Program Budget and Match Summary**  
**July 1, 2015 - June 30, 2018**

	FY 7/1/2015 to 6/30/2016	FY 7/1/2016 to 6/30/2017	FY 7/1/2017 to 6/30/2018
DOR PROGRAM COSTS (From DOR Program Budget)	\$911,592	\$911,592	\$911,592
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$461,045	\$461,045	\$461,045
<b>TOTAL FEDERAL COSTS</b>	<b>\$1,372,637</b>	<b>\$1,372,637</b>	<b>\$1,372,637</b>
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%
<b>TOTAL STATE MATCH</b>	<b>\$457,998</b>	<b>\$457,998</b>	<b>\$457,998</b>

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

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

**DOR Program Budget**  
**July 1, 2015 - June 30, 2018**

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FY 2015/16 TOTAL</u>	<u>FY 2016/17 TOTAL</u>	<u>FY 2017/18 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
	<b>SUBTOTAL</b>	<b>\$511,592</b>	<b>\$511,592</b>	<b>\$511,592</b>
Case Service Contract(s):				
<u>Oasis Harmony (Desert Region)</u>		\$360,000	\$360,000	\$360,000
<u>Victor Community Support Services - (Mid Region)</u>		\$40,000	\$40,000	\$40,000
<u> </u>				
<u> </u>				
<u> </u>				
<b>TOTAL DOR PROGRAM COST</b>		<b>\$911,592</b>	<b>\$911,592</b>	<b>\$911,592</b>

STATE OF CALIFORNIA  
SERVICE BUDGET

DEPARTMENT OF REHABILITATION

Original

Amendment

<b>Contractor Name and Address</b> Riverside County Department of Mental Health P.O. Box 7549 Riverside, CA 92513		<b>Contract Number</b> 29686	<b>Federal ID Number</b> 95-6000930 W	<b>Page X of X</b> 1 of 1
<b>Budget Period</b> July 1, 2015-June 30, 2016		<b>Budget Period</b> July 1, 2016-June 30, 2017		<b>Budget Period</b> July 1, 2017- June 30, 2018
<b>Effective Date (Amendments Only)</b>		<b>Effective Date (Amendments Only)</b>		<b>Effective Date (Amendments Only)</b>

Line No.	PERSONNEL-Position Title & Time Base	Annual Salary	Annual Percent FTE	Amount Budgeted	Annual Salary	Annual Percent FTE	Amount Budgeted	Annual Salary	Annual Percent FTE	Amount Budgeted
1	Coop Employment Services Counselor II @ 40 hours per week, 12 mos per year	\$60,632.18	0.95	\$57,600.57	\$60,632.18	0.95	\$57,600.57	\$60,632.18	0.95	\$57,600.57
2	Coop Employment Services Counselor II @ 40 hours per week, 12 mos per year	\$60,632.18	0.95	\$57,600.57	\$60,632.18	0.95	\$57,600.57	\$60,632.18	0.95	\$57,600.57
3	Coop Employment Services Counselor II @ 40 hours per week, 12 mos per year	\$76,611.62	0.95	\$72,781.04	\$76,611.62	0.95	\$72,781.04	\$76,611.62	0.95	\$72,781.04
4	Coop Behavioral Health Specialist II @ 40 hours per week, 12 mos per year	\$37,663.34	0.80	\$30,130.67	\$37,663.34	0.80	\$30,130.67	\$37,663.34	0.80	\$30,130.67
5	Coop Behavioral Health Specialist II @ 40 hours per week, 12 mos per year	\$36,692.01	0.80	\$29,353.61	\$36,692.01	0.80	\$29,353.61	\$36,692.01	0.80	\$29,353.61
6	Coop MH Peer Specialist - @ 40 hours per week, 12 mos per year	\$32,640.06	0.15	\$4,896.01	\$32,640.06	0.15	\$4,896.01	\$32,640.06	0.15	\$4,896.01
7	Coop MH Peer Specialist - @ 40 hours per week, 12 mos per year	\$37,259.73	0.14	\$5,359.85	\$37,259.73	0.14	\$5,359.85	\$37,259.73	0.14	\$5,359.85
8	Coop Employment Services Counselor II Benefits			\$74,629.18			\$74,629.18			\$74,629.18
9	Coop Behavioral Health Specialist II Benefits			\$31,339.67			\$31,339.67			\$31,339.67
10	Coop MH Peer Specialist Benefits			\$5,582.40			\$5,582.40			\$5,582.40
11										
12	Subtotal			\$369,273.57			\$369,273.57			\$369,273.57
13	<b>OPERATING EXPENSES</b>									
14	Communications			\$11,992.19			\$11,992.19			\$11,992.19
15	Janitorial Expenses			\$918.77			\$918.77			\$918.77
16	Insurance			\$6,620.43			\$6,620.43			\$6,620.43
17	Records Management			\$2,567.28			\$2,567.28			\$2,567.28
18	Office Supplies/Printing/Postage			\$6,161.72			\$6,161.72			\$6,161.72
19	Oasis Processing - Financials/HRMS Software			\$4,287.59			\$4,287.59			\$4,287.59
20	Building Rent			\$36,621.52			\$36,621.52			\$36,621.52
21	Utilities			\$8,741.52			\$8,741.52			\$8,741.52
22	Testing Material			\$270.90			\$270.90			\$270.90
23	CARF Accreditation									
24	Training			\$717.89			\$717.89			\$717.89
25	County Fleet Charges/Transportation			\$5,741.46			\$5,741.46			\$5,741.46
26	Travel/Mileage			\$270.90			\$270.90			\$270.90
27	Instructional Materials			\$6,588.77			\$6,588.77			\$6,588.77
28	Theft Sensitive Item									
29										
30										
31										
32										
33	Operating Subtotal			\$91,771.84			\$91,771.84			\$91,771.84
34	Personnel and Operating Subtotal			\$461,045.41			\$461,045.41			\$461,045.41
35	Indirect Rate Percentage									
36	Indirect Cost									
37	TOTAL (rounded to nearest dollar)			\$461,045			\$461,045			\$461,045



## 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. Benefits % varies by position. Office Assistants are 61% of salaries, Behavioral Health Specialists are 49% of salaries, MHS Supervisor is 39% of salaries, MH Peer Specialists are 55% of salaries, Employee Service Counselors are 45% of salaries.

##### COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS

###### ***Coop 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 progress reports 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.
- 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**

### ***Coop Behavioral Health Specialist II***

- Evaluate work abilities and barriers of DOR/RCDMH clients and provide up-to-date documentation to both RCDMH and cooperative program staff.
- Coordinate pre-IPE and IPE cooperative 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 progress reports for DOR/DMH clients.
- Provide Vocational Assessment and Personal, Vocational, and Social Adjustment services under the cooperative contract.

## **FORMER/CONCURRENT COOPERATIVE AGENCY 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**

### ***Coop 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 Coop Behavioral Specialist/Employment Services Counselor in relation to Vocational Service Plan and employment goals.
- Develops activities for vocational 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 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 Riverside Cooperative contract staff.
- Facilitates self-help groups such as Wellness and Recovery Action Plan which focuses on employment, how symptoms affect employment and coping techniques to overcome symptoms while at work for DOR/DMH clients as related to their Vocational Service Plan.

## **FORMER/CONCURRENT COOPERATIVE AGENCY FUNCTIONS**

### ***MH Peer Specialist***

- Work with non-DOR clients by providing pre-vocational services via facilitating "First Steps" workshops to improve wellness skills and eliminate barriers to employment.

## **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 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/** - 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.

**Oasis Processing Financials/HRMS Software** - Costs for Riverside County department 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** - 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.

**Testing Material** - Assessment tools to use with DOR/DMH clients during Vocational Assessment. 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 cooperative program staff to attend training sessions, which are deemed to enhance performance of contract staff in the provision of contract services. Prior approval from DOR Contract Administrator is required.

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

**Travel/Mileage** - Provided for the cost of mileage reimbursement for contract staff using their personal vehicles, airfare, hotel, per diem, parking, taxi and/or rental car expense for staff attending training and/or meetings related to the cooperative contract.

**Instructional Material** – Materials to be used exclusively for DOR/DMH clients to provide training for job preparation and job seeking skills.

**Theft Sensitive Item – Laptops**: For contract staff to provide offsite DOR services to consumers such as video and PowerPoint presentations and for supervisor and staff utilization during travel throughout the county when a designated office and/or computer is not available.

- Item description: Zbook 14" F2SOIUA#ABA (Qty. 3)
- Estimated purchase price: \$2,033.57 (before tax)

**COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET**

July 1, 2015 - June 30, 2018

Contractor Name and Address	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.												
	Fiscal Year 2015/16				Fiscal Year 2016/17				Fiscal Year 2017/18				
	Annual Salary	Annual Percent FTE	Annual Amount Certified	Position	Annual Salary	Annual Percent FTE	Annual Amount Certified	Annual Salary	Annual Percent FTE	Annual Amount Certified	Annual Salary	Annual Percent FTE	Annual Amount Certified
Riverside County Department of Mental Health P.O. Box 7549 Riverside, CA 92513													
<b>PERSONNEL - Title &amp; Time Base</b>													
Coop Employment Services Counselor II @ 40 hours per week, 12 mos per year	\$49,011.62	0.88780680989	\$43,512.85		\$49,011.62	0.88780680989	\$43,512.85		\$49,011.62	0.88780680989	\$43,512.85		
Coop Employment Services Counselor II @ 40 hours per week, 12 mos per year	\$60,632.18	0.74751575813	\$45,323.51		\$60,632.18	0.74751575813	\$45,323.51		\$60,632.18	0.74751575813	\$45,323.51		
Coop Behavioral Health Specialist II @ 40 hours per week, 12 mos per year	\$50,419.77	0.66031142149	\$33,292.75		\$50,419.77	0.66031142149	\$33,292.75		\$50,419.77	0.66031142149	\$33,292.75		
Coop Behavioral Health Specialist II @ 40 hours per week, 12 mos per year	\$50,419.77	0.83725907516	\$42,214.41		\$50,419.77	0.83725907516	\$42,214.41		\$50,419.77	0.83725907516	\$42,214.41		
Coop MH Peer Specialist - @ 40 hours per week, 12 mos per year	\$37,259.73	0.15093104539	\$5,623.65		\$37,259.73	0.15093104539	\$5,623.65		\$37,259.73	0.15093104539	\$5,623.65		
Coop DOR Services Supervisor @ 40 hours per week	\$81,140.72	0.57142455723	\$46,365.80		\$81,140.72	0.57142455723	\$46,365.80		\$81,140.72	0.57142455723	\$46,365.80		
Coop Employment Services Counselor II Benefits			\$43,289.00				\$43,289.00				\$43,289.00		
Coop Behavioral Health Specialist II Benefits			\$38,057.04				\$38,057.04				\$38,057.04		
Coop MH Peer Specialist Benefits			\$2,967.00				\$2,967.00				\$2,967.00		
Coop DOR Services Supervisor Benefits			\$17,894.50				\$17,894.50				\$17,894.50		
<b>OPERATING EXPENSES</b>			\$318,540.51				\$318,540.51				\$318,540.51		
Personnel Subtotal			\$318,540.51				\$318,540.51				\$318,540.51		
Operating Subtotal			\$318,540.51				\$318,540.51				\$318,540.51		
Personnel and Operating Subtotal			\$318,540.51				\$318,540.51				\$318,540.51		
Indirect Cost Percentage			43.78%				43.78%				43.78%		
Indirect Cost Total			\$139,457.04				\$139,457.04				\$139,457.04		
<b>TOTAL EXPENDITURES "CERTIFIED"</b>			\$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.

Benefits % varies by position. Office Assistants are 61% of salaries, Behavioral Health Specialists are 49% of salaries, MHS Supervisor is 39% of salaries, MH Peer Specialists are 55% of salaries, Employee Service Counselors are 45% of salaries.

#### **COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS**

##### ***Coop 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 TRADITIONAL AGENCY FUNCTIONS**

##### ***Employment Services Counselor II – MH***

- Attend Administrative meetings, non-DOR trainings.

- Provide consultation to clients, non-DOR clients.

### **COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS**

#### ***Coop Behavioral Health Specialist***

- 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 progress reports for DOR/DMH clients.
- Provide Vocational Assessment and Personal, Vocational, and Social Adjustment services under the cooperative contract.

### **FORMER/CONCURRENT TRADITIONAL FUNCTIONS**

#### ***Behavioral Health Specialist - MH***

- 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 Coop Behavioral Specialist/Employment Services Counselor in relation to Vocational Service Plan and employment goals.
- Develops activities for vocational 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 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 Riverside Cooperative contract staff.
- Facilitates self-help groups such as Wellness and Recovery Action Plan which focuses on employment, how symptoms affect employment and coping techniques to overcome symptoms while at work for DOR/DMH clients as related to their Vocational Service Plan.

## **FORMER/CONCURRENT TRADITIONAL FUNCTIONS**

### ***MH Peer Specialist-MH***

- Work with non-DOR clients by providing pre-vocational services via facilitating "First Steps" workshops to improve wellness skills and eliminate barriers to employment.

## **COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS**

### ***Coop 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 cooperative 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.

## **FORMER/CONCURRENT TRADITIONAL FUNCTIONS**

### ***Mental Health Service Supervisor - MH***

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

## **Operating Expenses:**

### **Indirect/Operating Expenses:**

Riverside County operates under a cost allocation plan rather than an approved indirect cost rate as allowed by federal OMB Circular A-87, which states that state and local organizations may support the indirect costs that they incur by submitting an Indirect Cost Rate (ICR) proposal or a Cost Allocation Plan (CAP) to their Federal cognizant agency. Approval of the CAP has been delegated to the State Controller's Office.

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

**Regional (Western and Mid County):** This includes an allocated cost of the central administrative costs for the Western and Mid County regions and includes support services provided by the regional offices such as Mental Health Services Program Administrator 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 D**  
**(Standard Agreement - Subvention)**

**SPECIAL TERMS AND CONDITIONS**

**1. NOTIFICATION & COMPLIANCE**

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

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

**2. DISPUTES**

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

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

**3. RIGHT TO TERMINATE**

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

#### 4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

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

#### 5. INSURANCE REQUIREMENTS

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

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

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

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

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

the Agreement. For **seating capacity of up to 15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

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

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

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

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

## 6. CONFLICT OF INTEREST

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

## 7. CONFIDENTIALITY

- A. Contractor agrees that any report or material created during the performance of this Agreement will not be released to any source except as required by this Agreement or otherwise authorized by DOR.
- B. Contractor agrees that any information obtained in the performance of this Agreement is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- C. Contractor agrees to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- D. Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement to the DOR's Contract Administrator and the DOR's

Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at [iso@dor.ca.gov](mailto:iso@dor.ca.gov).

- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
  - 1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
  - 2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement. Information can be held in medium that includes, but is not limited to, electronic and paper.
  - 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: <http://www.dor.ca.gov/VRED/Security-n-Privacy-Training.html>.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

## **8. AUDIT AND REVIEW REQUIREMENTS**

### **A. General Audit and Review Requirements**

- 1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by

the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.

2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the five (5) year period, whichever is later.

- B. Annual Federal Audit (For Agreements that received Federal Funds \$750,000 and above):
1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with 2 CFR 200.

## **9. COMPETITIVE BIDDING AND PROCUREMENTS**

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.
- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

#### **10. USE OF SUBCONTRACTOR(S)**

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

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

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

#### **11. POTENTIAL SUBCONTRACTORS**

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

#### **12. CONTRACT AMENDMENTS**

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

#### **13. SOFTWARE**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

#### **14. THEFT SENSITIVE ITEMS**

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

The following items, regardless of cost must be inventoried:

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

## EXHIBIT E

### (Standard Agreement - Subvention)

#### ADDITIONAL PROVISIONS – Federally Funded Agreements

##### 1. FEDERAL REQUIREMENTS

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

##### 2. FEDERAL FUNDING INTELLECTUAL PROPERTY

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

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

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

1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

##### 3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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



**4. PROHIBITION ON TAX DELINQUENCY**

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

(Franchise Tax Board) [https://www.ftb.ca.gov/aboutFTB/Delinquent\\_Taxpayers.shtml](https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml),  
(Board of Equalization) <http://www.boe.ca.gov/cgi-bin/deliq.cgi>

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

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All contractors shall comply with the following statutes and regulations:
  - 1. Subject: Discrimination on the basis of race, color, or national origin.  
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).  
Regulation: 34 CFR part 100.
  - 2. Subject: Discrimination on the basis of sex  
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).  
Regulations: 34 CFR part 106.
  - 3. Subject: Discrimination on the basis of handicap.  
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).  
Regulation: 34 CFR part 104handicap.
  - 4. Subject: Discrimination on the basis of age.  
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).  
Regulation: 34 CFR part 110

**6. RETURN OF INAPPROPRIATE USE OF FUNDS**

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

**7. AMERICANS WITH DISABILITIES ACT (ADA)**

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

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

**ADDITIONAL PROVISIONS**

**1. MATCH REQUIREMENTS**

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

- A. Contractor shall certify to the State, on a monthly basis as specified in Exhibit B & G, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations. All such expenditures shall be under the administrative supervision of the State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.
- B. The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget may be reduced after review by the DOR Contract Administrator. The State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.
- C. Contractor contributions, including any excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary", will be used by the State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

For Agreements that include **CASH MATCH:**

- A. Each fiscal year Contractor will pay to State, no less than quarterly and in advance, upon receipt of an invoice from the State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by the State from the Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.
- B. The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary."

**2. INDIRECT COSTS**

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. There

is no cap on the certified match, however, indirect costs over 40% require a copy of the rate approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

### **3. CONTRACT HANDBOOK**

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

### **4. DOR'S CONTRACT MONITORING**

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

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1<sup>st</sup>, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.
- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.

- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.
- J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:
  - Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
  - Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
  - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
  - Verify that Contract staff provide services only to authorized DOR consumers.

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

**ADDITIONAL PROVISIONS-CONTRACTOR'S MONITORING & TRANSPORTATION**

**I. CONTRACT MONITORING AND REPORTING**

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

- Submitting Service Invoices (801B) and Certified Expenditure Summaries on a monthly basis, with a list of DOR/DMH clients served that month.
- Ensuring Personnel Activity Reports or time reporting documents and a list of DOR/DMH clients served are prepared and maintained by Contract staff in accordance with the appropriate OMB circular and reflect accurate reporting
- Submitting Personnel Activity Reports or time reporting documents, backup documentation, and a list of DOR/DMH clients served as requested by DOR contract administrator
- Meeting with DOR Contract Administrator and program staff to discuss contract progress at Quarterly Service Meetings
- Reporting the current and cumulative achievement of contract objectives to the DOR Contract Administrator, which is documented as part of the Quarterly Service Meetings.  
The report will include:
  - Number of DOR/DMH clients receiving contract services
  - Number of DOR/DMH clients placed in employment
  - Number of DOR/DMH clients resulting in a successful closure
- Preparing and submitting to the assigned vocational rehabilitation counselor monthly progress reports for DOR/DMH clients' receiving contract services. Progress reports should include DOR/DMH client's name and other necessary or required information.
- Ensure that staff meetings are held monthly with RCDMH and DOR staff. The purpose of the meetings is to continue a dialogue aimed at maximizing possible successful case closures.

**II. Transportation**

The contractor will provide transportation for up to 7 DOR/DMH clients in the same vehicle at a time, including the driver.