

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

129



FROM: Department of Mental Health

SUBMITTAL DATE:

November 22, 2011

SUBJECT: Approve the Standard Agreement No. 28325 between the Riverside County Department of Mental Health and the State Department of Rehabilitation

RECOMMENDED MOTION: Move that the Board of Supervisors ratify and:

- (1) Approve the Standard Agreement No. 28325 between the Riverside County Department of Mental Health and the State Department of Rehabilitation; and
- (2) Approve Resolution 2011-216 authorizing the Chairman of the Board to sign all agreement documents, including amendments thereto, excepting those amendments that would increase the financial liability of the County.

BACKGROUND: On October 19, 2010, Agenda Item 3.36, the Riverside County Board of Supervisors approved the Standard Agreement #27915 between the Inland Empire District of the State Department of Rehabilitation (DOR) and Riverside County Department of Mental Health (RCDMH) to jointly provide vocational rehabilitation services to persons in Riverside County with psychiatric disabilities.

Continued on page 2.

JW:EM

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL
DATA

Current F.Y. Total Cost:	\$ 347,580	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

SOURCE OF FUNDS: State DOR 100%

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

C.E.O. RECOMMENDATION:

APPROVE

BY:
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: December 6, 2011
xc: Mental Health

Kecia Harper-Ihem
Clerk of the Board

BY:
Deputy

Prev. Agn. Ref.: 10/19/10 3.36

District: 1 & 4

Agenda Number:

3.20

WITH THE CLERK OF THE BOARD

BY:
MARSHALL VICTOR
DATE: 11/14/11

Poll cy ☒ Poll cy ☒

Consent ☐ Consent ☐

Dep't Recomm.:

Per Exec. Ofc.:

PAGE 2:

SUBJECT: Approve the Standard Agreement No. 28325 between the Riverside County Department of Mental Health and the State Department of Rehabilitation

BACKGROUND: (Continued)

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

Annually, DOR requires that the County submit an adopted Resolution stating that the Board of Supervisors approves and is entering into the agreement with the State DOR. The State also requires that the County designate the person authorized to sign the agreement. Therefore, the RCDMH is requesting that the Board of Supervisors ratify this agreement with DOR and approve Resolution 2011-216 authorizing the Chairman of the Board to sign the agreement.

PERIOD OF PERFORMANCE:

The Standard Agreement is effective from July 1, 2011 through June 30, 2012, and may be renewed annually upon availability of DOR funds.

FINANCIAL IMPACT:

In order for RCDMH to receive \$861,045, \$347,580 for direct services and \$513,465 for its case service contractors, RCDMH is required to provide a certified match of \$457,998. The certified match has been incorporated into the FY 2011/2012 MHSA Community Services and Supports Budget, thus no additional County funds are required.

JUSTIFICATION FOR DELAY:

The Standard Agreement was received during a time that the Board of Supervisors was dark.

RESOLUTION NO. 2011-216

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
APPROVING THE RATIFICATION OF THE STANDARD AGREEMENT, NO. 28325,
BETWEEN THE DEPARTMENT OF MENTAL HEALTH
AND THE STATE DEPARTMENT OF REHABILITATION**

WHEREAS, the Board of Supervisors of the County of Riverside, State of California, has read the proposed agreement between the State of California, Department of Rehabilitation and the County of Riverside, Department of Mental Health.

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

NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Board of Supervisors of the County of Riverside, State of California in regular session, does hereby ratify and authorize the Chairman of the Board to sign and execute any and all documents of said agreement and all amendments there to, excepting there from those amendments that would increase the financial liability of the County of Riverside.

// **ROLL CALL:**

Ayes: Buster, Stone, Benoit, and Ashley
Nays: None
Absent: Tavaglione

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By: _____
Deputy

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 11/16/11
MARSHALL VICTOR

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

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

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

AGREEMENT NUMBER

28325

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, 2011 through June 30, 2012

3. The maximum amount of this Agreement is: \$ 347,580.00

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.

CFDA 84.126A - State Vocational Rehabilitation Services Program

Exhibit A - Scope of Work

10 pages

Exhibit B - Budget Detail and Payment Provisions

4 pages

Attachment 1, Program Budget and Narrative

12 pages

Exhibit C* - General Terms and Conditions

GTC - 610

Exhibit D - Special Terms and Conditions

6 pages

Exhibit E - Additional Provisions

2 pages

Exhibit F - Cooperative/Case Service Agreement Provisions

3 pages

ATTEST:

KECIA HARPER-IHEM, Clerk

By [Signature]
DEPUTY

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Riverside County Department of Mental Health

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

12/6/11

PRINTED NAME AND TITLE OF PERSON SIGNING

BOB BUSTER

CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS

4095 County Circle Drive, Riverside, CA 92503

Billing: P.O. Box 7549, Riverside, CA 92513

STATE OF CALIFORNIA

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Sandra J. Cook, Contracts Manager, Contracts & Procurement Section

ADDRESS

721 Capitol Mall, 6th Floor, Sacramento, CA 95814

California Department of General
Services Use Only

☐ Exempt per:

FORM APPROVED COUNTY COUNSEL

BY: [Signature]
MARSHAL VICTOR

11/16/11
DATE

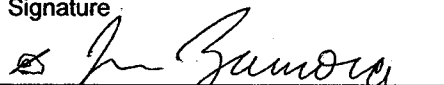



DEC 06 2011 3 20

GRANT/CONTRACT SIGNATURE AUTHORIZATION

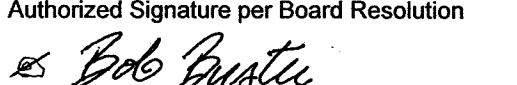
DR 325 (Rev. 12/98) Computer Generated

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

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

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

Authorized Signature per Board Resolution 	Name (Please Type or Print) BOB BUSTER	Date Signed 12/11
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CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KEC W HARPER JHEM, Clerk

By  DEPUTY

EXHIBIT A

Riverside County Department of Mental Health COOPERATIVE CONTRACT Fiscal Year 2011/2012

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 Desert Regions. Service coordination and collaboration will occur in all service delivery categories via case service contracts.

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

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

During fiscal year 2011/12, 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 (status 02)
- Develop 175 new Individual Plans for Employment (IPE)
- Close 72 cases successfully (status 26).

II. Services To Be Provided

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

A. Vocational Assessment

1. Description of Service

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

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

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

Vocational Assessment Services are limited in scope and short in duration. Services assess basic information about the

DOR/DMH client's current educational and vocational levels, abilities, and interests through the use of questionnaire, an interview, and review of collateral information.

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

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

2. Service Outcomes/Number to be Served

During fiscal year 2011/12, it is expected that 225 unduplicated DOR/DMH clients will receive Vocational Assessment services. (RCDMH Western: 100, Desert: 30, ANKA Case Service Contract: 65, Oasis Rehabilitation Center Case Service Contract: 15 and Victor Community Support Services Case Service Contracts: 15).

B. Personal, Vocational, and Social Adjustment

1. Description of Service

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

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

Employment Services Counselor II will provide Personal, Vocational, and Social Adjustment Services to DOR/DMH clients, who will be assisted in developing or re-establishing skills, attitudes, personal characteristics, interpersonal skills, work behaviors, and functional capacities to achieve and maintain positive employment outcomes. This service is to address one or more barriers that are preventing a DOR/DMH client from successfully completing their DOR Individual Plan for Employment. Training is vocational in nature, time-limited, goal oriented, individualized, and provided in the environment where the identified appropriate behavior is needed or occurs.

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

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

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

2. Service Outcomes/Number to be Served

During fiscal year 2011/12, it is expected that 153 unduplicated DOR/DMH clients will receive PVSA Services. (RCDMH Western: 80, Desert: 20, ANKA Case Service Contract: 40, Oasis Rehabilitation Center Case Service Contracts: 13; and Victor Community Support Case Service Contract: 0).

C. Work Adjustment

1. Description of Service

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

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

2. Service Outcomes/Number to be Served

During fiscal year 2011/12, it is expected that 30 unduplicated DOR/DMH clients will receive WA Services from ANKA.

D. Employment Services

1. Description of Service

Upon request/authorization of the 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: Upon request/authorization, Employment Services Counselor II will meet with the DOR client and complete the following intake activities:

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

Employment Preparation Service: Upon determination of DOR/DMH clients readiness to engage in Employment Preparation Services, Employment Services Counselor II staff will provide services that will include, but are not limited to: completing job applications appropriately, writing resumes, improving interview techniques, appropriate work behavior and work ethics, relevant work practices, appropriate grooming and

hygiene, assistance in becoming knowledgeable regarding the impact of employment on the consumer and his/her disability, assistance with benefits planning related to employment, identification of additional support services such as meeting transportation, childcare, or other needs, improving verbal and physical presentation, and increasing self-confidence.

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

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

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

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

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

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

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

2. Service Outcomes/Number to be served

During fiscal year 2011/12, it is expected that 163 unduplicated DOR/DMH clients will receive Employment Preparation (RCDMH Western: 63, Desert: 20, ANKA Case Service Contract: 54, Oasis Rehabilitation Center Case Service Contract: 13, and Victor Community Support Services Case Service Contracts: 13).

Of this number, 108 clients are expected to be successfully placed into employment consistent with their IPE goal (RCDMH Western: 35, Desert: 15, ANKA Case Service Contract: 38, Oasis Rehabilitation Center Case Service Contract: 10 and Victor Community Support Services Case Service Contracts: 10).

Of those placed, it is expected that 72 will be closed successfully in status 26 by DOR (RCDMH Western: 30, Desert: 10, ANKA Case Service Contract: 22, Oasis Rehabilitation Center Case Service Contract: 5 and Victor Community Support Services Case Service Contracts: 5).

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

III. Contract Administrator/Program Coordinator

Department of Rehabilitation Contract Administrator
Don Renfro
3130 Chicago Avenue
Riverside, CA 92507
(951) 782-6662 – Phone
(951) 320-2254 – FAX
E-mail: DRenfro@dor.ca.gov

Department of Mental Health Contract Administrator/Program
Coordinator
Linda Ramos
4095 County Circle Drive
Riverside, CA 92503
(951) 358-4505 – Phone
(951) 358-4792 – FAX
E-mail: lmramos@rcdmh.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. This is a cost reimbursement agreement. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget narrative and budget cost proposal as specified in the Service Budget (DOR 801A), which is attached hereto and made a part of this Agreement.
- B. For travel reimbursements (if applicable), upon request from the DOR, Contractor to provide purpose, destinations, dates of travel, proof of actual receipts and payments for travel costs, i.e., lodging/mileage, and per diem costs in support of travel expenditures submitted of costs proposed.
- C. Invoice(s) shall include the Agreement Number, Registration Number (listed on STD. 213), CFDA Reference # and CFDA Title, as listed on the STD 213, and shall be submitted in duplicate not more frequently than monthly in arrears to DOR Contract Administrator or designee (listed on Exhibit A).
- D. A claim adjustment on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget (DOR 801A) with a maximum not to exceed \$100,000 for all budget years, as long as there is neither an increase nor decrease of the total annual contract Service Budget (DOR 801A). A formal amendment is required if it does not meet the above criteria.
- E. Staff line item salary ranges and percentage of time are projected and are subject to change based on actual costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item D above.

2. BUDGET CONTINGENCY CLAUSE

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

For Federally Funded Agreements:

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

3. **PROMPT PAYMENT CLAUSE**

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

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

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

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

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

5. **ACCOUNTING SYSTEM REQUIREMENTS**

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

- Accurate, current and complete disclosure of the financial results of each federally sponsored project.

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

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

6. PAYMENT OF EXPENDITURES

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

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

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

7. CERTIFIED EXPENDITURE

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

The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget (DOR 801A) may be reduced after review by the DOR Contract Administrator. State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.

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

obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

8. INDIRECT COSTS

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

Riverside County Department of Mental Health

Attachment 1

Program Budget Summary

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

TOTALS

DOR PROGRAM COSTS
(From DOR Program Budget)

\$1,025,057

TOTAL PAYMENT BY DOR TO CA
(From Service Budget)

\$347,580

TOTAL COOPERATIVE AGENCY EXPENDITURES
(From Cooperative Agency Certified Expenditure Budget)

\$457,998

TOTAL PROGRAM COST

\$1,830,635

Cooperative Agency Share
(Certified Expenditure)

25.02%

\$457,998

Total DOR Share

74.98%

\$1,372,637

TOTAL BUDGET

\$1,830,635

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

Riverside County Department of Mental Health

DOR Program Budget

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

3.00

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	3.00	\$331,131

Case Services

(Individual Client Expenses)

\$180,461

SUBTOTAL

\$511,592

Case Service Contract/s to:

ANKA Behavioral Health, Inc.

\$433,465

Oasis Harmony - (Desert Region)

\$40,000

Victor Community Support Services - (Mid Region)

\$40,000

\$0

\$0

TOTAL DOR PROGRAM COST

\$1,025,057

STATE OF CALIFORNIA
SERVICE BUDGET
 DOR 801A (Rev. 2/98)

DEPARTMENT OF REHABILITATION

☒ Original

☐ Amendment ☐ Revision

Contractor Name and Address: Riverside County Department of Mental Health P.O. Box 7549 Riverside, CA 92513		Contract Number: 28325	Federal ID Number: 95-6000930 W	Page 1 of 1
		Budget Period: 7/1/11-6/30/12	Effective Date:	Effective Date:
Line No.	Position Title	Amount Budgeted	Budget Change	TOTAL BUDGET
1	PERSONNEL			
2	Employment Services Counselor II - Voc 80% of 1 FTE @ 40 hours per week	\$76,847.32		\$76,847.32
3	Employment Services Counselor II - Voc 80% of 1 FTE @ 40 hours per week	\$81,036.92		\$81,036.92
4	Employment Services Counselor II - Voc 80% of 1 FTE @ 40 hours per week	\$62,631.51		\$62,631.51
5	Subtotal	\$220,515.75		\$220,515.75
6	OPERATING			
7	Communications	\$16,607.77		\$16,607.77
8	Janitorial Expenses	\$812.70		\$812.70
9	Insurance	\$7,856.14		\$7,856.14
10	Maintenance (Building/Equipment/Other)	\$5,922.23		\$5,922.23
11	Records Management	\$270.90		\$270.90
12	Office Supplies/Printing/Postage	\$8,414.34		\$8,414.34
13	Oasis Processing - Financials/HRMS	\$3,792.62		\$3,792.62
14	Building Rent/Lease	\$70,654.71		\$70,654.71
15	Utilities	\$12,732.37		\$12,732.37
16	Subtotal	\$127,063.79		\$127,063.79
17	Subtotal Personnel & Operating Costs:	\$347,579.54		\$347,579.54
18	Admin Overhead	\$0.00		\$0.00
	TOTALS	\$347,580		\$347,580

SERVICE BUDGET NARRATIVE

Riverside County Department of Mental Health

Personnel:

COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS

Employment Services Counselor II -VOC

- Provide Employment Services, Personal, Vocational, and Social Adjustment, and Vocational Assessment services under the cooperative contract.
- Write Employment Services, PVSA, and VA Individual Service Plans (ISP), progress reports and related monthly summaries for DOR/DMH clients.
- Develop employment opportunities by promoting the program to employers and community organizations.
- Counsel DOR/DMH clients in the development of an employability plan.
- Provide assistance in obtaining employment.
- Solicit and develop sources of employment for DOR/DMH clients.
- Explain program benefits and requirements to potential employers and community organizations.
- Initiate "cold calls" to potential employers and attend job fairs and other functions to promote participation in various employment programs and solicit jobs.
- Interview, screen and counsel DOR/DMH clients regarding employment barriers, advise DOR/DMH clients regarding alternate training and employment opportunities.
- Evaluate DOR/DMH clients' interests, education, and experience to determine possible program placements and develop plans to further DOR/DMH clients' entry into the labor market.
- Arrange supportive services and refer DOR/DMH clients to appropriate training and employment services; monitor and evaluate DOR/DMH clients' progress and attendance.
- Counsel DOR/DMH clients in interviewing skills, techniques, and etiquette for employment interviews.
- Follow up on DOR/DMH clients after placement in job to assist with work-related problems.

FORMER/CONCURRENT COOPERATIVE AGENCY FUNCTIONS

Employment Services Counselor II – MH

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

Operating Expenses:

Communications - Cost of telephone and faxing services incurred by Mental Health staff in contacting cooperative staff, clients, employers, and other individuals involved in providing services to DOR/DMH clients in the vocational program. These costs are allocated based on the Service program's salary and benefits costs.

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

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

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

Records Management – Annual charges for storage, microfiche, retrieval, reproduction, and destruction of DOR/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 - Costs for department's usage of county's financial and human resource management computer systems. The costs are then allocated based on the Service program's salary and benefits costs.

Building Rent/Lease - Includes office and building space to be used for DOR/DMH clients served through this contract; specific areas are allocated for vocational assessment and employment service activities. These costs are allocated based on the Service budgets personnel and benefits costs.

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

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

Contractor Name and Address

Riverside County Department of Mental Health

P.O. Box 7549

Riverside, CA 92513

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

Item Expenditure	FTE	Total Expenditure Dollars	Percent of Expenditure Devoted to Program	Amounts Chargeable to Program
PERSONNEL/POSITIONS				
Employment Services Counselor II - Voc 80% of 1 FTE @ 40 hours per week	1	\$78,508.68	75%	\$58,881.51
Employment Services Counselor II - Voc 80% of 1 FTE @ 40 hours per week	1	\$63,395.00	25%	\$16,000.00
Behavioral Health Specialist II - Voc 95% of 1 FTE @ 40 hours per week	1	\$64,015.50	80%	\$51,212.40
Behavioral Health Specialist II - Voc 95% of 1 FTE @ 40 hours per week	1	\$53,014.00	80%	\$42,411.20
Behavioral Health Specialist II - Voc 95% of 1 FTE @ 40 hours per week	1	\$53,014.00	80%	\$42,411.20
Behavioral Health Specialist II - Voc 95% of 1 FTE @ 40 hours per week	1	\$61,965.00	49%	\$30,116.28
MH Peer Specialist - Voc 50% of 1 FTE @ 40 hours per week	1	\$43,245.00	50%	\$21,622.50
DOR Services Supervisor - 75% of 1 FTE @ 40 hours per week	1	\$96,316.00	70%	\$67,421.20

OPERATING EXPENSES

Memberships/Dues/Subscriptions	\$	135.45
Testing Material	\$	270.90
Software	\$	162.54
CARF Accreditation	\$	4,196.80
Training	\$	446.99
Conference / Registration Fees	\$	270.90
County Fleet Charges/Transportation	\$	1,625.41
Travel/Mileage	\$	270.90
Bus Fare	\$	270.90
Instructional Materials	\$	270.90

Indirect Cost:

35.503%

SUBTOTAL

\$337,997.99
\$120,000.00

TOTAL EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):

\$457,998

CERTIFIED EXPENDITURE BUDGET NARRATIVE

Riverside County Department of Mental Health

Personnel:

COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS

Employment Services Counselor II -VOC

- Provide Employment Services, Personal, Vocational, and Social Adjustment, and Vocational Assessment services under the cooperative contract.
- Write Employment Services, Personal, Vocational, and Social Adjustment, and Vocational Assessment Individual Service Plans (ISP), progress reports and related monthly summaries for DOR/DMH clients.
- Develop employment opportunities by promoting the program to employers and community organizations.
- Counsel DOR/DMH clients in the development of an employability plan.
- Provide assistance in obtaining employment.
- Solicit and develop sources of employment for DOR/DMH clients.
- Explain program benefits and requirements to potential employers and community organizations.
- Initiate "cold calls" to potential employers and attend job fairs and other functions to promote participation in various employment programs and solicit jobs.
- Interview, screen and counsel DOR/DMH clients regarding employment barriers, advise DOR/DMH clients regarding alternate training and employment opportunities.
- Evaluate DOR/DMH clients' interests, education, and experience to determine possible program placements and develop plans to further DOR/DMH clients' entry into the labor market.
- Arrange supportive services and refer DOR/DMH clients to appropriate training and employment services; monitor and evaluate DOR/DMH clients' progress and attendance.
- Counsel DOR/DMH clients in interviewing skills, techniques, and etiquette for employment interviews.
- Follow up on DOR/DMH clients after placement in job to assist with work-related problems.

FORMER/CONCURRENT COOPERATIVE AGENCY FUNCTIONS

Employment Services Counselor II – MH

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

COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS

Behavioral Health Specialist - VOC

- Evaluate work abilities and deficits of DOR/RCDMH clients and provide up-to-date documentation to both RCDMH and cooperative program staff.
- Coordinate pre-IPE and IPE services with RCDMH staff and DOR Counselor for DOR/DMH clients.

- Assist Employment Services Counselor in providing Employment Services, Personal, Vocational, and Social Adjustment, and Vocational Assessments.
- Provide vocational skills building for DOR/DMH clients.
- Document Vocational Reports and monthly summaries for DOR/DMH clients.
- Provide Vocational Assessment and Personal, Vocational, and Social Adjustment services under the cooperative contract.

COOPERATIVE AGENCY FUNCTIONS TIME FUNCTIONS

Behavioral Health Specialist - 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-VOC

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

COOPERATIVE AGENCY FUNCTIONS TIME FUNCTIONS

MH Peer Specialist-MH

- Provide support, encouragement, advocacy to mental health clients/family/caregivers.
- Develops activities, programs and resources for mental health clients which support client/family/care givers in achieving their goals (e.g. housing, sobriety groups).
- Develops effective working relationships with agencies and organizations to advocate for the mental health client and family/caregiver.
- Helps prepare and support mental health clients and family/caregivers at case staffings and at a variety of formal and informal hearings.
- Helps mental health clients and those who support them to articulate their needs.

- Focuses on the mental health client and family/caregiver satisfaction with the services received and general satisfaction with mental health services.
- Documents all activities as required by Medi-Cal.
- Facilitates self-help groups for mental health clients and caregivers.

COOPERATIVE PROGRAM CERTIFIED TIME FUNCTIONS

DOR Services Supervisor - VOC

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

COOPERATIVE AGENCY FUNCTIONS TIME FUNCTIONS

Mental Health Service Supervisor - MH

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

Operating Expenses:

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

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

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

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

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

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

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

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

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

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

Indirect/Operating Expenses:

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

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

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

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

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

Exhibit D
(Standard Agreement-Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION

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

2. SETTLEMENT OF DISPUTES

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

3. CONTRACT AMENDMENT

This agreement shall allow amendments should either party, during the term of the agreement, desire a change to the terms. Proposed changes must be made in writing to the other party. No amendment will be considered binding on either party until it is formally approved by the State.

4. TERMINATION AND CANCELLATION

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

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

5. TRAVEL AND REIMBURSEMENT RATES

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

6. 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.

7. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

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

8. INSURANCE REQUIREMENTS

A. GENERAL LIABILITY INSURANCE

Contractor must furnish to the DOR a certificate of insurance showing that a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, is presently in effect for the contractor. The certificate of insurance shall show that activities are protected through commercial general liability insurance. Additional insurance, such as automobile liability insurance is required if a motor vehicle is used in the performance of the contract, i.e. transporting of persons by any mode of transportation.

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

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

B. WORKERS' COMPENSATION INSURANCE

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

C. AUTOMOBILE LIABILITY INSURANCE (TRANSPORTING CONSUMERS)

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

9. CONFLICT OF INTEREST

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

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

10. CONFIDENTIALITY

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

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

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

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

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

11. AUDIT AND REVIEW REQUIREMENTS

(a) General Audit and Review Requirements

1. Contractor shall submit to the DOR such reports, accounts, and records deemed necessary by the DOR to discharge its obligation under State and Federal laws and regulations, including the applicable 2 CFR Part, 220, 225, 230 (OMB's).
2. Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibility in the event of non-compliance.
3. Contractor shall provide State's staff access to all Contractor records and evaluations of individuals referred to the program.
4. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this contract agreement and other applicable federal or state statutes and regulations.
5. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the contract, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation.
6. Contractor to include a provision in its independent auditor agreements that allows DOR access to any audit materials, information, and reports in support of the Contractor's "Independent Auditor Report" for review in performance in the event of a DOR audit.
7. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit or any other action involving the records prior to expiration of the three (3) year period, whichever is later. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

(b) Annual Federal Financial Audit (For federal funds \$500,000 and above)

In addition to the general audit and review requirements, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

For DOR contract expenditures designated by the independent auditor as major programs, the Contractor agrees to submit one copy of the audit report and all management letters to:

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

Copies of the audit report and letters shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months following the end of the Contractor's fiscal year, unless a longer period is agreed to in advance by DOR. Unless restricted by law or regulation, the auditee shall make copies available for public inspection.

Exhibit E
(Standard Agreement-Subvention)

ADDITIONAL PROVISIONS

1. FEDERAL REQUIREMENTS

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

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

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

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

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

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

- A. Equal Employment Opportunity--All contracts require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Contracts of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this agreement, the Contractor who is awarded an agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All contractors shall comply with the following statutes and regulations:

Subject: Discrimination on the basis of race, color, or national origin.
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
Regulation: 34 CFR part 100.

Subject: Discrimination on the basis of sex
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
Regulations: 34 CFR part 106.

Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).
Regulation: 34 CFR part 104 handicap.

Subject: Discrimination on the basis of age.
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110

5. RETURN OF INAPPROPRIATE USE OF FUNDS

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

Exhibit F
(Standard Agreement -Subvention)

COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS

1. CONTRACT MANUAL

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

2. CONTRACTOR'S MONITORING

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

3. DOR CONTRACT MONITORING

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

- A. Maintain documentation on all contract activities, including the performance of the contract services, invoice reviews and approvals, monitoring activities, and other contract administration activities.
- B. Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/ consumers during the contract period are based on actual allowable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.
- E. Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice.

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

EXHIBIT F
Cooperative Service Agreement Provisions

Riverside County Department of Mental Health

I. Contract Monitoring and Reporting

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

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

II. Transportation of DOR/DMH Clients

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