

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



ITEM: 3.23
(ID # 18697)

MEETING DATE:

Tuesday, April 12, 2022

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve Standard Agreement No. 31763 between Riverside University Health System - Behavioral Health and the State Department of Rehabilitation for One Year and Adopt Resolution No. 2022-051, Districts 1, 2 and 3. [\$1,308,123 for FY 21/22, Federal 75% and State 25%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Standard Agreement No. 31763 between Riverside University Health System - Behavioral Health (RUHS-BH) and the State of California, Department of Rehabilitation (DOR) to jointly provide vocational rehabilitation services in the amount of \$1,308,123, for the term of July 1, 2021 through June 30, 2022, and
2. Adopt Resolution No. 2022-051, authorizing the Director of Behavioral Health to accept, sign, and execute Standard Agreement No. 31763. This authority shall include signature of necessary acceptance documents, exhibits, certifications, reports, and non-substantive amendments that do not increase or modify the intent of the agreement through June 30, 2022. Amendments shall be approved by County Counsel.

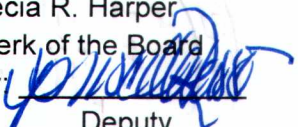
ACTION:Policy


Matthew Chang, Director 3/25/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: April 12, 2022
xc: RUHS-BH

Kecia R. Harper,
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,308,123	0	\$1,308,123	0
NET COUNTY COST	0	0	0	0
SOURCE OF FUNDS: Federal 75% and State 25%			Budget Adjustment: No	
			For Fiscal Year: 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System - Behavioral Health (RUHS-BH) operates on a continuum of care system that consists of County-operated and contracted service providers delivering a variety of mental health treatment services within each geographic region of Riverside County.

On January 29, 2019, (Item 3.18), the Board of Supervisors approved the Standard Agreement No. 30860 between RUHS-BH and Department of Rehabilitation (DOR) to jointly provide vocational rehabilitation services to persons in the County with psychiatric disabilities for the period of July 1, 2018, through June 30, 2021. These services are provided and coordinated through RUHS-BH and include vocational assessment, employment services, as well as Personal Vocational and Social Adjustment (PVSA) services to be rendered by RUHS-BH and DOR selected case service contract providers located in the Desert and Mid-County regions of Riverside County.

All services will be provided by RUHS-BH, Pathway to Success Programs in the Western and Mid-County regions of Riverside County. In the Mid-County region, a targeted population will be provided case services by contracted provider Victor Community Support Services. In the Desert region, case services will be provided by contracted provider Oasis Behavioral Health (Oasis Harmony). DOR will determine eligibility and functional limitations. All vocational rehabilitation services for each individual with psychiatric disabilities will be authorized by DOR. RUHS-BH will assist 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.

Impact on Citizens and Businesses

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

Additional Fiscal Information

The maximum amount for this one-year agreement is \$1,308,123. RUHS-BH, shall receive \$868,747 allocated for direct services and \$439,376 allocated for case services contractor paid directly from DOR. However, in order for RUHS-BH to receive the \$868,747 in funding, a

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

certified match of \$436,041 will be required. The certified match has been incorporated into the FY 21/22 MHSA Community Services and Supports Budget for RUHS-BH, no additional County funds will be required.

Jacqueline Ruiz
Jacqueline Ruiz, Sr. Management Analyst 4/6/2022

RESOLUTION NO 2022-051

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE FOR STANDARD AGREEMENT NO. 31763 BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION AND RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH TO JOINTLY PROVIDE VOCATIONAL REHABILITATION SERVICES

BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on April 12, 2022 that the Board of Supervisors approves and accepts Standard Agreement No. 31763 between the State of California Department of Rehabilitation (DOR) and Riverside University Health System-Behavioral Health (RUHS-BH) and authorizes:

1. The Director of Behavioral Health, on behalf of the County, to accept and sign documents related to Standard Agreement No.31763, and administer the grant. This authority shall include signature of necessary acceptance documents and amendments that otherwise increase or modify the agreement, exhibits, certifications and reports. Amendments shall be approved by County counsel;
2. The Director of Behavioral Health shall promptly report to the Board all funding changes for budget and Auditor Controller purposes and any material changes or significant new developments related to the Agreement.

ADOPTED, SIGNED AND APPROVED this 12TH day of April, 2022 by the Board of Supervisors of the County of Riverside.

AYES: _____ NOES: _____ ABSTENTIONS: _____ ABSENT: _____

ATTEST:

Kecia Harper-Ihem
Clerk to the Board of Supervisors

By: 
Deputy


Chair of the Board of Supervisors

JEFF HEWITT

COUNTY COUNSEL:

Approved as to form

By: 
Deputy County Counsel

2 **RESOLUTION 2022-051**

3 **RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF**
4 **RIVERSIDE FOR STANDARD AGREEMENT NO. 31763 BETWEEN THE STATE OF**
5 **CALIFORNIA DEPARTMENT OF REHABILITATION AND RIVERSIDE UNIVERSITY**
6 **HEALTH SYSTEM-BEHAVIORAL HEALTH TO JOINTLY PROVIDE VOCATIONAL**
7 **REHABILITATION SERVICES**

8 ADOPTED by Riverside County Board of Supervisors on April 12, 2022.

9 ROLL CALL:

10 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
11 Nays: None
12 Absent: None

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

15 KECIA R. HARPER, Clerk of said Board

16 By: 
17 Deputy

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RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, April 12, 2022, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. 31763 between Riverside County and State of California Department of Rehabilitation providing: Vocational Rehabilitation Services.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

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 R. HARPER, Clerk of said Board

By: 

Deputy

3.23

SCO ID: 5160-31763

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
31763

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Rehabilitation

CONTRACTOR NAME
County of Riverside, Riverside University Health System - Behavioral Health

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

2. The term of this Agreement is:

START DATE
July 1, 2021

THROUGH END DATE
June 30, 2022

3. The maximum amount of this Agreement is:
\$439,376.00 Certified Expenditure: \$436,041.00

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit A.1	Contractor's Program Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit B.1	Contractor's Program Budget(s) and Narrative(s)	12
Exhibit C*	General Terms and Conditions GTC 04/2017 (Dated 04/2017)	1
Exhibit D	Special Terms and Conditions (Attached hereto as part of this agreement)	8
Exhibit E	Additional Provisions - Federally Funded Agreements	3
Exhibit F	Additional Provisions - Cooperative/Case Services	3
Exhibit G	Additional Provisions - Contract Monitoring and Reporting	1

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Riverside, Riverside University Health System - Behavioral Health

CONTRACTOR BUSINESS ADDRESS
PO Box 7549

CITY
Riverside

STATE
CA

ZIP
92513

PRINTED NAME OF PERSON SIGNING
Matthew S. Chang, MD

TITLE
Behavioral Health Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

FORM APPROVED COUNTY COUNSEL
BY: ERIC STOPHER DATE 3/31/22

APR 12 2022 3.23

SCO ID: 5160-31763

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 31763	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Rehabilitation

CONTRACTING AGENCY ADDRESS 721 Capitol Mall, 6th Floor	CITY Sacramento	STATE CA	ZIP 95814
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PRINTED NAME OF PERSON SIGNING TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL EXEMPTION (If Applicable)

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of <i>Riverside</i>	Executed in the State of <i>California</i>
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Date Executed

APR 12 2022

APR 12 2022 3.23

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

CCC 04/2017

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i> APR 12 2022	<i>Executed in the County of</i> Riverside	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

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

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

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

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

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

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

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to Riverside County Clerk of the Board, Stop 1010
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Thank you.

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

EXHIBIT A
(Standard Agreement - Subvention)

1. PURPOSE

Subvention: Mental Health

2. AUTHORITY

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

Regulations: 34 CFR 361.28

Assistance Listing Number: 84.126

3. CONTRACT REPRESENTATIVES

Direct all inquiries during the term of this Agreement to the Contract Administrators listed herein:

<p><u>Department of Rehabilitation</u> Inland Empire District</p> <p>Sushma Lal 464 W Fourth Street #152 San Bernardino, CA 92401 Phone: (909) 922-2948 Fax: (909) 383-6880 Email: sushma.lal@dor.ca.gov</p>	<p><u>County of Riverside, Riverside University Health System - Behavioral Health</u></p> <p>Bernadette Regan 769 Blaine St. Riverside, CA 92507 Phone: (951) 358-5186 Fax: (951) 358-5011 Email: DEvola@ruhealth.org</p>
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4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

EXHIBIT A.1
Cooperative Contract
County of Riverside, Riverside University Health System – Behavioral Health

Scope of Work

I. Introduction

The Inland Empire District of the Department of Rehabilitation (DOR) and Riverside University Health System-Behavioral Health (RUHS-BH) will provide vocational rehabilitation services to persons in Riverside County with psychiatric disabilities. DOR will determine eligibility and functional limitations assist DOR/ RUHS-BH 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.

RUHS-BH 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.

RUHS-BH will be the primary provider of referrals to the Cooperative Program. DOR may refer clients that meet the Riverside University Health System-Behavioral Health Cooperative Program's eligibility criteria.

Services will also be made available to DOR Consumers of Blind Field Services (BFS) District as appropriate.

During fiscal year of 2021/22, it is expected that a total of 275 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 174 new cases.
- Develop 169 new Individual Plans for Employment (IPE).
- Close 84 cases successfully.

II. Services To Be Provided

Services in the Western and Mid-County Regions will be provided by RUHS-BH. 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/RUHS-BH 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/RUHS-BH 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/RUHS-BH 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/RUHS-BH client receiving this service, a written report will be prepared. The format of this report will be jointly developed and agreed upon by both RUHS-BH and cooperative program staff involved with the program. The DOR Counselor requesting vocational assessment will be invited to attend a meeting with RUHS-BH staff and DOR/RUHS-BH client to discuss the results of the assessment and subsequent recommendations.

2. Service Outcomes/Number to be Served

During fiscal year of 2021/22, it is expected that:

- 234 unduplicated DOR/RUHS-BH clients will receive Vocational Assessment services. (RUHS-BH Western: 77, RUHS-BH Mid-County: 77, Oasis Behavioral Health, Inc. Case Service Contract: 65 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, COOP Behavioral Health Specialist II or COOP Employment Services Counselor II will meet with the DOR/RUHS-BH 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/RUHS-BH clients' needs.

COOP Behavioral Health Specialist II or COOP Employment Services Counselor II will provide Personal, Vocational, and Social Adjustment Services to DOR/RUHS-BH 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/RUHS-BH 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/RUHS-BH 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 2021/22, it is expected that:

- 116 unduplicated DOR/RUHS-BH clients will receive PVSA Services. (RUHS-BH Western: 53, RUHS-BH Mid-County: 53, Oasis Behavioral Health, Inc. Case Service Contracts: 10).

C. Employment Services

1. Description of Service

Upon receiving referral from DOR Counselor, RUHS-BH will provide Employment Services to DOR/RUHS-BH 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/RUHS-BH 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

At completion of the Intake activities, the CRP will provide a written summary to the referring DOR counselor of the DOR / RUHS-BH client's potential for community employment consistent with the IPE and recommendations for additional service needs. For DOR / RUHS-BH clients who will continue with Employment Services, an ISP is developed which affirms vocational goals and objectives with details of services to be provided.

D. Employment Preparation Service:

1. Description of Service

Upon determination of DOR/RUHS-BH 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.

At the completion of Employment Preparation activities, or monthly until completion, a written report will be provided to the referring DOR counselor summarizing activities and competencies / skills acquired as per the ISP, with recommendations for additional service needs.

2. Service Outcomes/Number to be Served

During fiscal year 2021/22, it is expected that:

- 188 unduplicated DOR/RUHS-BH clients will receive Employment Preparation (RUHS-BH Western: 55, RUHS-BH Mid-County: 55, Oasis Behavioral Health, Inc. Case Service Contract: 65, and Victor Community Support Services Case Service Contracts: 13).

E. Job Development and Placement:

1. Description of Service

Upon determination of a DOR/RUHS-BH client's preparedness to engage in job search activities, COOP Employment Services Counselor II and DOR/RUHS-BH 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. RUHS-BH 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 RUHS-BH/Case Service Contract Staff and community resources.

Upon job placement:

- Job destination training
- Job orientation assistance
- Information on conditions of employment, such as:
 - Job duties and job description
 - Performance expectations
 - Name of immediate supervisor
 - Responsibilities of the employee

- Wage payment practices
- Benefits
- Company policies and procedures including conflict resolution procedures and health and safety practices
- Probation and performance evaluation procedures
- Union status, as appropriate

At completion of job development and placement activities, or monthly until completion, a written report will be provided to the referring DOR counselor summarizing activities provided as per the ISP. Reports will include employer contacts made on behalf of the DOR/RUHS-BH client as well as DOR/RUHS-BH client contact and identifies supports and/or resources necessary to ensure employment. Upon placement, employment information identifying employer, hours, wages, and benefits and other conditions of employment will be provided.

F. Employment Retention:

1. Description of Service

Upon DOR/RUHS-BH 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/RUHS-BH 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 DOR/RUHS-BH clients.
- 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 DOR/RUHS-BH clients.

At completion of Employment Retention activities, and/or after 90 days of employment, a final report will be provided to the referring DOR counselor. The report addresses the DOR/RUHS-BH client's ability to meet the employer's standards and performance expectations. The report will identify any specific support and resource needs necessary to retain employment.

2. Service Outcomes/Number to be Served

During fiscal year 2021/22, it is expected that:

- 150 DOR/RUHS-BH will receive Job Development Services. (RUHS-BH Western: 39, RUHS-BH Mid-County: 38, Oasis Behavioral Health, Inc. Case Service Contract: 60 and Victor Community Support Services Case Service Contracts: 13).
- 111 DOR/RUHS-BH clients are expected to be placed into employment consistent with their IPE (RUHS-BH Western: 31, RUHS-BH Mid-County: 30, Oasis Behavioral Health, Inc. Case Service Contract: 40 and Victor Community Support Services Case Service Contracts: 10).

- 84 DOR/RUHS-BH clients will be closed successfully by DOR (RUHS-BH Western: 25, RUHS-BH Mid-County: 24, Oasis Behavioral Health, Inc. Case Service Contract: 30 and Victor Community Support Services Case Service Contracts: 5).

G. Short Term Support (Oasis Behavioral Health, Inc.):

1. Description of Service

This service will be provided to DOR/RUHS-BH or approved RUHS-BH Contract Provider consumers in the desert region. The Vocational Services Specialist and/or Job Coach will provide individual DOR/RUHS-BH or approved RUHS-BH 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/RUHS-BH client need.

2. Service Outcomes/Number to be Served

During fiscal year of 2021/22, it is expected that 15 DOR/RUHS-BH clients are expected to receive Short Terms Support Services from Oasis Behavioral Health, Inc. Case Service Contract.

III. Contract Administrator/Program Coordinator

Department of Rehabilitation Contract Administrator
Sushma Lal
464 W. Fourth Street, #152
San Bernardino, CA 92401
(909) 922-2948 PHONE
(909) 383-6880 FAX
E-mail: sushma.lal@dor.ca.gov

County of Riverside, Riverside University Health System-Behavioral Health
Behavioral Health Services Administrator
Bernadette Regan
2085 Rustin Ave. Suite 5
Riverside, CA 92507
(951) 358-4516 – Phone
Email: bregan@ruhealth.org

IV. Linkages to Other Community Agencies

Involvement with other community agencies with or on behalf of mutual DOR/RUHS-BH clients will be coordinated and provided by RUHS-BH/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 RUHS-BH staff will be afforded the opportunity to receive technical assistance, when requested, and training customized to the needs of DOR/RUHS-BH staff involved with the program. Space permitting, cooperative program staff will have the opportunity to attend training sponsored by RUHS-BH and RUHS-BH 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/RUHS-BH 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 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 1st, 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

Exhibit B.1

County of Riverside, Riverside University Health System - Behavioral Health

DOR Program Budget
July 1, 2021 - June 30, 2022

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	FY 7/1/2021 to 6/30/2022	TOTAL	TOTAL
		TOTAL		
Rehabilitation Team Unit 1 FTE = \$110,377	Units	3.00		
		\$331,131	\$0	\$0
Case Services (Individual Consumer Expenses)		137,616		
	SUBTOTAL	\$468,747	\$0	\$0
Case Service Contract(s):				
Oasis Harmony (Desert Region)		\$360,000		
Victor Community Support Services -(Mid Region)		\$40,000		
TOTAL DOR PROGRAM COST		\$868,747	\$0	\$0

County of Riverside, Riverside University Health System - Behavioral Health

Program Budget and Match Summary
July 1, 2021 - June 30, 2022

	FY 7/1/2021 to 6/30/2022	<u>TOTALS</u>	<u>TOTALS</u>	<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$868,747			
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$439,376			
TOTAL FEDERAL COSTS	\$1,308,123	\$0	\$0	\$0
Certified Match (If applicable)	\$436,041 25.00%		0%	0%
Total Federal Share	\$1,308,123 75.00%	\$0	0%	\$0 0%
Cash Match (If applicable)			0%	0%
Total Federal Share	\$0 0%	\$0	0%	\$0 0%
TOTAL STATE MATCH	\$436,041	\$0	\$0	\$0

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.

STATE OF CALIFORNIA
SERVICE BUDGET

DEPARTMENT OF REHABILITATION

Original

Amendment

Contractor Name and Address	Contract Number	Federal ID Number	Page X of X
County of Riverside, Riverside University Health System Behavioral Health PO Box 7549 Riverside, CA 92513		95-6000930	1 of 1
	Budget Period	Budget Period	Budget Period
	July 1, 2021 - June 30, 2022		
	Effective Date (Amendments Only)	Effective Date (Amendments Only)	Effective Date (Amendments Only)

Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	COOP Employment Services Counselor II @ 40 Hrs per Week 12 months per year	\$66,547.00	0.6145	\$40,893.13						
2	COOP Employment Services Counselor II @ 40 Hrs per Week 12 months per year	\$66,547.00	0.6145	\$40,893.13						
3	COOP Employment Services Counselor II @ 40 Hrs per Week 12 months per year	\$66,547.00	0.3200	\$21,295.04						
4	Coop Behavioral Health Specialist II @ 40 Hrs. per week, 12 months per year	\$55,338.00	0.1993	\$11,028.86						
5	Coop Behavioral Health Specialist II @ 40 Hrs. per week, 12 months per year	\$55,338.00	0.0665	\$3,679.98						
6	COOP MH Peer Specialist @ 40 Hrs per week, 12 months per year	\$39,750.00	0.1232	\$4,897.20						
7	COOP DOR Services Supervisor -@ 40 Hrs per week, 12 months per year	\$101,202.00	0.4410	\$44,630.08						
8	COOP Employment Services Counselor II- Benefits			\$46,385.69						
9	COOP Behavioral Health Specialist II -Benefits			\$7,501.08						
10	COOP MH Peer Specialist Benefits			\$2,668.32						
11	DOR Services Supervisor Benefits			\$19,635.27						
12	Subtotal			\$243,507.79						
13	OPERATING EXPENSES									
14	Communications			\$5,992.19						
15	Janitorial Expenses			\$2,168.77						
16	Insurance			\$8,620.43						
17	Records Management			\$2,567.28						
18	Office Supplies/Printing/Postage			\$8,411.72						
19	CARF Accreditation			\$7,500.00						
20	Building Rent/Lease			\$79,255.45						
21	Utilities			\$9,991.52						
22	Testing Material			\$2,039.70						
23	Training			\$717.89						
24	County Fleet Charges/Transportation			\$6,741.46						
25	Travel			\$100.00						
26	Mileage			\$1,415.00						
27	Instructional Materials			\$1,786.69						
28	Theft Sensitive Item			\$1,250.00						
29	Operating Subtotal			\$138,558.10						
30	Personnel and Operating Subtotal			\$382,065.89						
31	Indirect Rate Percentage			15.00%						
32	Indirect Cost			\$57,309.88						
33	TOTAL (rounded to nearest dollar)			\$439,376						

County of Riverside, Riverside University Health System – Behavioral Health
Service Budget Narrative

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 percentage varies by position. On average Coop Behavioral Health Specialists II are 51% of salaries, Coop MH Peer Specialists are 52.8% of salaries, and Coop Employment Services Counselors II are 45.3% of salaries. RUHS-Behavioral Health provides CalPers retirement plan 21.64%, Unemployment .20%, Social Security 6.2%, Medicare 1.45%, Disability 1.2%, Medical Flex Benefit (depending on the family plan Single/Family) 13-30%, Life insurance .07.15% and Pension training .01%.

PERSONNEL

Coop Employment Services Counselor II:

Cooperative Program Duties

Direct activities include:

- 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/RUHS-BH clients.
- Develop employment opportunities by promoting the program to employers and community organizations.
- Counsel DOR/RUHS-BH clients in the development of an employability plan.
- Provide assistance in obtaining employment.
- Solicit and develop sources of employment for DOR/RUHS-BH 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/RUHS-BH clients regarding employment barriers, advice DOR/RUHS-BH clients regarding alternate training and employment opportunities.
- Evaluate DOR/RUHS-BH clients’ interests, education, and experience to determine possible program placements and develop plans to further DOR/RUHS-BH clients’ entry into the labor market.
- Arrange supportive services and refer DOR/RUHS-BH clients to appropriate training and employment services; monitor and evaluate DOR/RUHS-BH clients’ progress and attendance.
- Counsel DOR/RUHS-BH clients in interviewing skills, techniques, and etiquette for employment interviews.
- Follow up on DOR/RUHS-BH clients after placement in job to assist with work-related problems.

Employment Services Counselor II - MH:

Traditional Duties

Activities include:

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

Coop Behavioral Health Specialist II:

Cooperative Program Duties

Activities include:

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

Behavioral Health Specialist II - MH:

Traditional Duties

Activities include:

- Plan, supervise, and implement group activities for non DOR/RUHS-BH 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/RUHS-BH applicants/clients for admission to program.
-

Coop MH Peer Specialist:

Cooperative Program Duties

Activities include:

- Assist vocational staff in working with DOR/RUHS-BH clients' Individual Service Plans.
- Work with DOR/RUHS-BH 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/RUHS-BH clients/family/caregivers as directed by the assigned Coop Behavioral Health Specialist II/Coop Employment Services Counselor in relation to Vocational Service Plan and employment goals.
- Develops activities for vocational programs, and resources for DOR/RUHS-BH 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/RUHS-BH client.
- Helps DOR/RUHS-BH clients and those who support them to articulate their needs in preparation of employment and/or related goals.
- Focuses on the DOR/RUHS-BH 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/RUHS-BH clients as related to their Vocational Service Plan.

MH Peer Specialist - MH:

Traditional Duties

Activities include:

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

Coop DOR Services Supervisor

Cooperative Program Duties

- 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 DOR/RUHS-BH clients and groups.
- Interact and meet with DOR counselors, supervisor, or District Administrator as needed.

Mental Health Service Supervisor – MH

Traditional Duties

- 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 RUHS-BH employees.
-

Operating Expenses:

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

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

Building Rent/Lease – The Pathways Program serves clients in two different locations with a total Annual Rent expense of \$1,006,060.68 (based on current rent/lease contracts). These locations include office and building space to be used for DOR consumers served through this contract. Using our standard cost allocation method based on program Salaries & Benefits, the Pathways Program staff salary cost are 11% at one location and 8% at the second location when compared to all staff salary cost in each location. This results in an average annual Rent Expense of \$79,255.45 for the Pathways program as a whole. Our DOR budgeted amount is multiplied by the percent of Direct DOR Service staff dollars to the DOR Program staff dollars as a whole, 69%. This ratio is applied to the total Rent Expense for the Pathways Program (\$95,773.62) resulting in an average amount of \$79,255.45 annually and/or \$6,604.62 monthly.

Utilities – The Pathways Program serves clients in two different locations. These locations include office and building space to be used for DOR consumers served through this contract. Using our standard cost allocation method based on program Salaries & Benefits, the Pathways Program staff salary cost are 11% at one location and 8% at the second location when compared to all staff salary cost in each location. Utility cost for the Pathways Program as a whole for fiscal year 1718 was \$20,846.00. Our DOR budgeted amount is multiplied by the percent of Direct DOR Service staff dollars to the DOR Program staff dollars as a whole, 69%. This ratio is applied to the total Utilities expense for the Pathways Program (\$20,846.00) resulting in an amount of \$14,383.74 annually and/or \$1,198.65 monthly; however, we are only budgeting for \$9,991.52 for each fiscal year of the contract.

Testing Material - Assessment tools to use with DOR/RUHS-BH clients during Vocational Assessment. Will be given to DOR/RUHS-BH 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/RUHS-BH clients' aptitudes and interests.

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.. Training must be pre-approved in writing by the DOR Contract Administrator and federal prior approval must be received for all training costs.

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

Travel - Per diem and travel costs for contract staff to travel to contract related trainings within the State of California. Reimbursed at actual costs not to exceed the CalHR designated rates as stated on the website. DOR Contract Administrator prior approval is required for all travel costs associated with training attendance.

Mileage - Reimbursement for mileage expenses when contract staff use their own private vehicles in the provision of contract services such as, local job development, job coaching, monitoring and other

program related activities. Reimbursement rates not to exceed the California Department of Human Resources (CalHR) designated rates as stated on their website.

Instructional Materials – Materials to be used exclusively for DOR/RUHS-BH clients to provide training for job preparation and job seeking skills.

Theft Sensitive Items: For contract staff to provide offsite contract services to DOR/RUHS-BH clients. For example, the contract staff may use the lap top while pursuing job leads in the community, completing canvassing and marketing activities. Contract staff may utilize the laptop while promoting program to potential stakeholders or referral sources. The laptop may also be utilized by the contract supervisor and staff to complete DOR reports during travel throughout the county when a designated office and/or computers are not available.

Item description: Laptop (Qty. 1)

- Estimated purchase price: \$1250.00 each

Indirect/Operating Expenses - These costs cover the vocational program's share of the department's fiscal, program support, IT services, human resources, and county support services. These costs are allocated based on the service and certified program's salary and benefits costs.

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

July 1, 2021 - June 30, 2022

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 or WorkAbility I Funds.						
County of Riverside, Riverside University Health System - Behavioral Health PO Box 7549 Riverside, CA 92513									
Item Expenditure	July 1, 2021 - June 30, 2022								
PERSONNEL - Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Annual Amount Certified	Annual Salary Per FTE	Annual FTE	Annual Amount Certified	Annual Salary Per FTE	Annual FTE	Annual Amount Certified
COOP Employment Services Counselor II @ 40 Hrs per Week 12 months per year	\$66,547.00	1.0000	\$66,547.00						
COOP Employment Services Counselor II @ 40 Hrs per Week 12 months per year	\$66,547.00	1.0000	\$66,547.00						
COOP Employment Services Counselor II @ 40 Hrs per Week 12 months per year	\$66,547.00	0.5000	\$33,273.50						
Coop Behavioral Health Specialist II @ 40 Hrs. per week, 12 months per year	\$55,338.00	0.9637	\$53,329.23						
Coop Behavioral Health Specialist II @ 40 Hrs. per week, 12 months per year	\$55,338.00	0.7137	\$39,494.73						
Coop Behavioral Health Specialist II @ 40 Hrs. per week, 12 months per year	\$55,338.00	0.5668	\$31,365.58						
COOP MH Peer Specialist @ 40 Hrs per week, 12 months per year	\$39,750.00	0.0786	\$3,124.35						
COOP Employment Services Counselor II- Benefits			\$75,280.34						
COOP Behavioral Health Specialist II - Benefits			\$63,338.04						
COOP MH Peer Specialist Benefits			\$3,741.37						
Personnel Subtotal			\$436,041.14						
OPERATING EXPENSES									
Operating Subtotal									
Personnel and Operating Subtotal			\$436,041.14						
TOTAL EXPENDITURES "CERTIFIED"			\$436,041						

County of Riverside, Riverside University Health System – Behavioral Health
Certified Expenditure Budget Narrative

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 percentage varies by position. On average Coop Behavioral Health Specialists II are 51% of salaries, Coop MH Peer Specialists are 52.8% of salaries, and Coop Employment Services Counselors II are 45.3% of salaries. RUHS-Behavioral Health provides CalPers retirement plan 21.64%, Unemployment .20%, Social Security 6.2%, Medicare 1.45%, Disability 1.2%, Medical Flex Benefit (depending on the family plan Single/Family) 13-30%, Life insurance .07.15% and Pension training .01%.

PERSONNEL

Coop Employment Services Counselor II:

Cooperative Program Duties

Direct activities include:

- 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/RUHS-BH clients.
- Develop employment opportunities by promoting the program to employers and community organizations.
- Counsel DOR/RUHS-BH clients in the development of an employability plan.
- Provide assistance in obtaining employment.
- Solicit and develop sources of employment for DOR/RUHS-BH 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/RUHS-BH clients regarding employment barriers, advice DOR/RUHS-BH clients regarding alternate training and employment opportunities.
- Evaluate DOR/RUHS-BH clients' interests, education, and experience to determine possible program placements and develop plans to further DOR/RUHS-BH clients' entry into the labor market.
- Arrange supportive services and refer DOR/RUHS-BH clients to appropriate training and employment services; monitor and evaluate DOR/RUHS-BH clients' progress and attendance.
- Counsel DOR/RUHS-BH clients in interviewing skills, techniques, and etiquette for employment interviews.
- Follow up on DOR/RUHS-BH clients after placement in job to assist with work-related problems.

Employment Services Counselor II - MH:

Traditional Duties (One Position)

Activities include:

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

Coop Behavioral Health Specialist II:

Cooperative Program Duties

Activities include:

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

Behavioral Health Specialist - MH:

Traditional Duties

Activities include:

- Plan, supervise, and implement group activities for non DOR/RUHS-BH 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/RUHS-BH applicants/clients for admission to program.

Coop MH Peer Specialist:

Cooperative Program Duties

Activities include:

- Assist vocational staff in working with DOR/RUHS-BH clients' Individual Service Plans.
- Work with DOR/RUHS-BH 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/RUHS-BH clients/family/caregivers as directed by the assigned Coop Behavioral Health Specialist II/Coop Employment Services Counselor in relation to Vocational Service Plan and employment goals.
- Develops activities for vocational programs, and resources for DOR/RUHS-BH 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/RUHS-BH client.
- Helps DOR/RUHS-BH clients and those who support them to articulate their needs in preparation of employment and/or related goals.
- Focuses on the DOR/RUHS-BH 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/RUHS-BH clients as related to their Vocational Service Plan.

MH Peer Specialist - MH:

Traditional Duties

Activities include:

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 4/2017)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 4/2017.

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

General Provisions Applying to All Policies

- A. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- E. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- F. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- G. **Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- H. **Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- I. **Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

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

The State of California, its officers, agents, and employees 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.

- ii. 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.

- iii. 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.

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

7. CONFIDENTIALITY

- A. Contractor agrees to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.28 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.).
- B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.
- C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, 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 contract 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.
- 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 contract 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 contract. 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 contract. 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 contract.
- 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 "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:
<https://www.dor.ca.gov/Home/SecurityandPrivacy>.
- 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 seven (7) 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 seven (7) 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. These annual audit documents shall be maintained by the Contractor and provided to the auditing agency when requested. 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 electronic items purchased to be listed under a separate line item titled "Theft Sensitive Items". 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 electronic items required to provide contract services

Upon termination of the agreement, DOR may request equipment be returned to DOR or authorize the continued use of equipment for work to be performed under a different agreement.

DOR reserves title to equipment purchased under this agreement that are not fully consumed during the life of the agreement.

15. ATTRIBUTION

The Contractor agrees to acknowledge the sponsorship of DOR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DOR. Contractor further agrees to identify the role of DOR with respect to any individual highlighted or publicized by or through Contractor, when such individual is a DOR consumer.

16. UNRUH CIVIL RIGHTS ACT AND THE FAIR EMPLOYMENT & HOUSING ACT

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

The contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

If the contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

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 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/about-ftb/newsroom/top-500-past-due-balances/index.html>

(Department of Tax and Fee Administration) <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

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 Chapter 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-1 Obligations of Contractors and Subcontractors, Subpart A. Preliminary Matters; Equal Opportunity Clause; Compliance Reports.
- 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 - COOPERATIVE/CASE SERVICES

1. MATCH REQUIREMENTS

Contractor shall submit the certified expenditure invoice on a timely basis (i.e. same time as submission of service budget invoice) for proper DOR processing. To ensure sufficient match is available to leverage federal funding, the contractor is required to submit 100% of their obligated certified/cash match to meet their full budgeted amount by the end of each fiscal year. Refer to the Contract Handbook for Case Services and Cooperative Program Agreements for more information regarding certified/cash 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.

3. CONTRACT HANDBOOK

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

4. DOR'S CONTRACT MONITORING

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

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on 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 1st, 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
ADDITIONAL PROVISIONS**

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 clients served that month.
- Ensuring Personnel Activity Reports or time reporting documents and a list of DOR clients served are prepared and maintained by Contract staff in accordance with 2CFR200 and reflect accurate reporting.
- Submitting Personnel Activity Reports or time reporting documents, supporting documentation, and a list of DOR clients served as requested by DOR contract administrator.
- Meeting with DOR Contract Administrator and program staff to discuss contract progress at Quarterly Meetings.
- Reporting the current and cumulative achievement of contract service goals and outcomes as part of the Quarterly Meetings or more often as directed by the DOR Contract Administrator.
- Preparing and submitting to the assigned vocational rehabilitation counselor monthly progress reports for DOR clients' receiving contract services. Progress reports should include DOR client's name and other necessary or required information to document the services provided and individual DOR client progress in those services.

II. TRANSPORTATION

The Contractor will provide transportation to 7 (seven) DOR clients including the driver.