

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Behavioral Health and Recovery Services

BOARD AGENDA # *B-1

Urgent

Routine

AGENDA DATE July 27, 2010

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of a Mental Health Cooperative Agreement with the State Department of Rehabilitation for the Provision of Vocational Rehabilitation Services for Fiscal Year 2010-2011 and Adopt a Resolution to Enter into the Agreement

STAFF RECOMMENDATIONS:

1. Approve the agreement with the Department of Rehabilitation for Fiscal Year 2010-2011 for the provision of vocational rehabilitation services for persons with severe and persistent mental disabilities.
2. Authorize the Behavioral Health Director, or her designee, to sign agreement number 27921 with the Department of Rehabilitation for Fiscal Year 2010-2011, including forms CCC-307 and DR 325, included in this agenda item.
3. Adopt a Resolution to enter into the Mental Health Cooperative Agreement with the State Department of Rehabilitation to provide vocational rehabilitation services to persons with severe and persistent mental disabilities.

FISCAL IMPACT:

The Fiscal Year 2010-2011 Adopted Proposed Budget for Behavioral Health and Recovery Services includes revenue in the amount of \$85,423 from this agreement. There is no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2010-476

On motion of Supervisor Chiesa, Seconded by Supervisor DeMartini
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None


1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

Through this Mental Health Cooperative Agreement, the San Joaquin Valley District Office of the Department of Rehabilitation (DOR) and Stanislaus County Behavioral Health and Recovery Services (BHRS) will combine staff and resources to provide vocational rehabilitation services to persons with severe and persistent mental disabilities in this community. In addition to vocational assessment and employment services the program will work cooperatively with, and provide links to, various local supportive agencies as well as the local business/employer community.

Through this contract, Behavioral Health and Recovery Services Employment and Support Services will be able to refer 30 unduplicated consumers to a dedicated Department of Rehabilitation counselor and access Federal funding to support successful employment outcomes. These types of services include vocational assessment, employment preparation, job development, direct placement, follow-up, and job coaching. All these components will help ensure a greater success rate for persons with serious psychiatric disabilities.

POLICY ISSUE:

Approval of this agenda item supports the Board of Supervisors' priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by cooperatively delivering needed services in a cost effective manner.

STAFFING IMPACT:

There are no staffing impacts associated with this agenda item.

CONTACT PERSON:

Glenn Hutsell, Consumer and Family Affairs Manager, Telephone 525-6225.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date: July 27, 2010

No. 2010-476

On motion of Supervisor Chiesa Seconded by Supervisor DeMartini
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

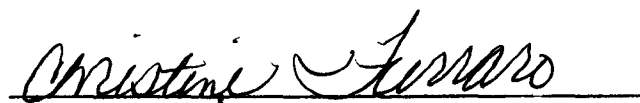
Item # *B-1

THE FOLLOWING RESOLUTION WAS ADOPTED:

THAT STANISLAUS COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES ENTER INTO A MENTAL HEALTH COOPERATIVE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION TO PROVIDE VOCATIONAL REHABILITATION SERVICES TO PERSONS WITH SEVERE AND PERSISTENT MENTAL DISABILITIES

WHEREAS, the Board of Supervisors of the County of Stanislaus, State of California, has read the proposed agreement between State of California, Department of Rehabilitation, and said Board of Supervisors acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby authorize the Behavioral Health Director of Stanislaus County Behavioral Health and Recovery Services, or her designee, to sign and execute any and all documents required by Department of Rehabilitation to effectuate the execution of contracts and/or amendments except to increase the financial liability of Stanislaus County. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Supervisors.



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk
Stanislaus County Board of Supervisors,
State of California

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) <i>Stanislaus Co Behavioral Health + Recovery Services</i>
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature	Name (Please Type or Print)	Title (Please Type or Print)
<i>Madelyn Schlaepfer, PhD</i>	Madelyn Schlaepfer, Ph.D.	Associate Director of Operations
<i>Linda Downs</i>	Linda Downs	Assistant Director for Admin Svcs
<i>Lillie Farriester</i>	Lillie Farriester	Accounting Services Manager
<i>Vicki Peitz</i>	Vicki Peitz	Accountant III

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

Authorized Signature per Board Resolution <i>Denise C. Hunt RN, MFT</i>	Name (Please Type or Print) Denise C. Hunt, RN, MFT	Date Signed 7/27/10
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CCC-307

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)

Federal ID Number

Stanislaus County Behavioral Health & Recovery Services

946000540

By (Authorized Signature)

Printed Name and Title of Person Signing

Denise C. Hunt, RN, MFT, Behavioral Health Director

Date Executed

Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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



AGREEMENT NUMBER 27921
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below
-
- STATE AGENCY'S NAME
Department of Rehabilitation
-
- CONTRACTOR'S NAME
Stanislaus County Behavioral Health & Recovery Services
-
2. The term of this Agreement is: **July 1, 2010 -Through- June 30, 2011**
-
3. The maximum amount of this Agreement is: **\$ 85,423.00** CFDA 84.126A - State Vocational Rehabilitation Services Program
-
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:

Exhibit A - Scope of Work	5 Page(s)
Exhibit B - Budget Detail and Payment Provisions	3 Page(s)
Attachment I - Program Budgets & Narrative	8 Page(s)
*Exhibit C - General Terms and Conditions	GTC 610 - 6/9/2010
Exhibit D - Special Terms and Conditions	6 Page(s)
Exhibit E - Additional Provisions	2 Page(s)
Exhibit F - Cooperative/Case Service Agreement Provisions	3 Page(s)

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

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Stanislaus County Behavioral Health & Recovery Services	
BY (Authorized Signature) 	DATE SIGNED (Do not type) APPROVED AS TO FORM
PRINTED NAME AND TITLE OF PERSON SIGNING Denise C. Hunt, RN, MFT, Behavioral Health Director	STANISLAUS COUNTY COUNSEL
ADDRESS 800 Scenic Drive, Modesto, CA 95350	
STATE OF CALIFORNIA	
AGENCY NAME Department of Rehabilitation	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Thomas J. Dempsey, Chief, Contracts & Procurement Section	
ADDRESS 721 Capitol Mall, Sacramento, CA 95814	
<input type="checkbox"/> Exempt Per _____	

MENTAL HEALTH COOPERATIVE AGREEMENT

Scope of Work

I. Introduction

The San Joaquin Valley District Office of the Department of Rehabilitation (DOR) and Stanislaus County Behavioral Health and Recovery Services (SCBHRS) shall combine staff and resources to provide vocational rehabilitation service to persons with severe and persistent mental disabilities.

DOR will determine eligibility and functional limitations, assist the DOR client to develop an Individualized Plan for Employment (hereinafter known as IPE), provide vocational counseling, and service coordination that will lead to a successful employment outcome.

For fiscal year 2010-2011, a total of 30 unduplicated DOR/SCBHRS clients will receive services through this cooperative contract.

As a result of services provided through this contract, it is expected that DOR will:

- Open 25 new cases (status 02)
- Develop 23 new Individualized Plans for Employment (IPE)
- Close 8 cases successfully (status 26)

II. Services to Be Provided

All services funded directly through this Cooperative Contract shall be provided only to DOR/SCBHRS clients.

- A. Vocational Assessment
 - 1. Description of Service

Vocational Assessment Services are limited in scope and short in duration. Services assess basic information about a DOR consumer's

current educational and vocational levels, abilities, and interests. Assessment materials or questionnaires are not reflective of standardized tests, and are developed by Cooperative Program Manager and Employment Specialist. The Employment Specialist staff will seek information through a questionnaire, an interview, and review of collateral information. Extensive occupational options or labor market analyses are not included in this service.

Assessment Services provides information to a DOR client/applicant and referring DOR SVRC, to assist in eligibility determination, ability to participate in rehabilitation planning, and/or to determine the nature and scope of DOR services to be provided.

2. Service Outcomes/Number to be served

During fiscal year 2010-2011, it is expected that:

- 20 DOR/SCBHRS clients will be referred to receive Vocational Assessment services.
- 15 DOR/SCBHRS clients will complete the Vocational Assessment service

B. Employment Services

2. Description of Service

Employment Preparation:

This service involves current labor market education to enhance informed choices and the coordination with the DOR/SCBHRS clients' support network that assists in carrying out the IPE goals. Instruction of individuals and/or groups regarding techniques for obtaining and maintaining employment may include interviewing skills, resume development, application preparation, appropriate work behaviors, relevant work practices, appropriate grooming and hygiene, and exploration around benefits as it pertains to working.

Job Development, Direct Placement, and follow-up:

The Employment Specialist will actively prospect for placement opportunities in anticipation of DOR/SCBHRS consumer needs; community awareness through active job development provides a basis for targeted placement according to the DOR/SCBHRS client's Individualized Plan for Employment. The Employment Specialist will place DOR/SCBHRS consumer into unsubsidized integrated and competitive employment in the community consistent with their respective IPE. Activities include, but are not limited to:

- Contact of employers and the building of networks to develop and/or identify job opportunities
- Work Site analysis, as needed
- Job Site consultation to identify or modify barriers
- Negotiating job carving or other job accommodations
- Maintenance of an organized system of current job openings
- Availability of a Job Club
- Assisting the job applicant in finding employers and jobs well-matched to their employment goals

The Employment Specialist will also assist the DOR/ SCBHRS client to become knowledgeable regarding the following conditions of their employment:

- Job Description
- Name of immediate supervisor
- Responsibilities of the employee
- Wage payment practices
- Benefits
- Conflict resolution procedures
- Health and Safety practices

Once the DOR/SCBHRS client is placed in a job that is consistent with his/her IPE, there will be at least 1 follow-up visit per month to address any issues that may arise from the placement.

Non-Supported Employment Job Coaching:

This service provides individual client assistance and support on or off-the-job, in activities that are employment-related and needed to promote job adjustment and retention. Services are based on individual client need and may be limited.

Activities include, but are not limited to:

- Job orientation
- Job destination/transportation training
- Teaching job tasks
- Supervision at the worksite
- Coworker/supervisor consultation
- Assistance in integrating into the work environment or with changes in the work environment
- Assistance with public support agencies
- Family and residential provider consultation
- Ongoing contact with the client and/or employer to ensure continued job satisfaction

2. Service Outcomes/Number to be served

For fiscal year 2010-2011, the Employment Services goals will be as follows:

- 23 DOR/SCBHRS clients will receive Employment Preparation services.
- 20 DOR/SCBHRS clients will receive Job Development, Placement, and Follow-up services
- 8 DOR/SCBHRS clients will remain in unsubsidized integrated and competitive employment for 90 days or longer, in accordance with their Individualized Plan for Employment, resulting in a successful case closure
- 8 DOR/SCBHRS clients will receive Non Supported Employment Job Coaching services

III. Linkages to Other Community Agencies

The cooperative program will link with local Stanislaus Economic Development & Workforce Alliance, Stanislaus Office of Education, Modesto Junior College, Employment Development Department, Disability Resource Agency for Independent Living, Valley Mountain Regional Center, Social Security Administration, Department of Motor Vehicles, Community Services Agency, and any adult supportive services agencies, and local business/employer community.

IV. In-Service Training

DOR staff and BHRS staff, through joint unit meetings, will be cross-trained in each agency's mission, services, procedures, and professional approach. Examples of cross training are: Business/Employer Networking, Recovery Process, Social Security Grant updates, Americans with Disabilities Act, and Workforce Investment Act.

V. Contract Administrator/Project Director

Department of Rehabilitation
Dalia Banda-Davis
2550 Mariposa Mall, Room 2000
Fresno, CA 93702
(559) 444-2501(phone)
(559) 445-6017(fax)
dbanda@dor.ca.gov

County of Stanislaus
Glenn Hutsell
800 Scenic Dr.
Modesto, CA. 95250
(209) 525-6025(phone)
(209) 525-6291(fax)
ghutsell@stancounty.com

Exhibit B
(Standard Agreement-Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

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

2. BUDGET CONTINGENCY CLAUSE

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

For Federally Funded Agreements:

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

3. PROMPT PAYMENT CLAUSE

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

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

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

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

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

5. ACCOUNTING SYSTEM REQUIREMENTS

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

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

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

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

6. PAYMENT OF EXPENDITURES

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

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

Contract expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA #

7. INDIRECT COSTS

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

DOR Program Budget
Fiscal Year 2010/11
July 1, 2010 - June 30, 2011

0.25 FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	0.25	\$27,594

Case Services

(Individual Client Expenses)

\$27,828

SUBTOTAL

\$55,422

Case Service Contract/s to:

\$0

\$0

\$0

\$0

\$0

TOTAL DOR PROGRAM COST

\$55,422

DOR Program Budget
Fiscal Year 2010/11
July 1, 2010 - June 30, 2011

0.25

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	0.25	\$27,594
Case Services (Individual Client Expenses)			\$27,828

SUBTOTAL

\$55,422

Case Service Contract/s to:

\$0
\$0
\$0
\$0
\$0

TOTAL DOR PROGRAM COST

\$55,422

Original

Amendment

Revision

Contractor Name and Address: Stanislaus County Behavioral Health & Recovery Svcs 800 Scenic Drive Modesto, CA 95350-6195		Contract Number:	Federal ID Number: 946000540	Page <u>1</u> of <u>1</u>	
		Budget Period: 07/01/10-06/30/11	Effective Date:	Effective Date:	
Line No.	Position Title & FTE	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL				
2	Cooperative Program Manager				
3	.10% of 1 FTE. 1 FTE = 40 hrs per week	\$6,711.12			\$6,711.12
4	Benefits	\$3,604.88			\$3,604.88
5	Employment Specialist				
6	.55% of 1 FTE. 1 FTE = 40 hrs per week	\$31,048.16			\$31,048.16
7	Benefits	\$14,571.84			\$14,571.84
8	Job Coach				
9	.25% of 1 FTE. 1 FTE = 40 hrs per week	\$10,077.60			\$10,077.60
10	Benefits	\$1,858.40			\$1,858.40
11	Support Staff				
	.10% of 1 FTE. 1 FTE= 40 hours per week	\$4,091.36			\$4,091.36
12	Benefits	\$2,597.64			\$2,597.64
13	Subtotal	\$74,561.00			\$74,561.00
14	OPERATING				
15	Mileage/Travel	\$358.75			\$358.75
16	Office Supplies	\$299.79			\$299.79
17	Training	\$300.00			\$300.00
18					
19					
20					
21					
22					
24					
25					
26	Subtotal	\$958.54			\$958.54
27	Personnel and Operating Subtotal	\$75,519.54			\$75,519.54
28	INDIRECT COST	13.132%	\$9,903.00		\$9,903.00
TOTALS (rounded to nearest dollar)		\$85,423			\$85,423

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

Service Budget Narrative

Personnel

This Cooperative Agreement between DOR and Stanislaus County Behavioral Health & Recovery Services(SCBHRS) will provide the positions identified below for the Cooperative Program and be paid the actual costs as identified in the DOR 801A.

Cooperative Program Job Duties

Cooperative Program Manager

- DOR related activities include: supervise (1) Employment Specialist, (1) Job Coach, and (1) Support Staff.
- Provides backup support to the Employment Specialist and Job Coach to provide Employment Services and Vocational Assessment in the Contract.
- Coordinates with Employment Specialist and Job Coach providing services with mutual DOR clients.
- Coordinate benefit services and counseling to DOR clients countywide.
- Acts as a liaison between DOR and other Stanislaus County MH staff to the Contract.
- Provides assistance with accessing DOR clients MH records and diagnostic information for DOR and BHRS staff to the contract.
- Ensure maintenance of referral information and documentation on DOR clients.
- Ensures proper maintenance of referral information, documentation, and DOR clients tracking documents.
- Ensures BHRS staff is correctly documenting DOR client progress and correctly coding to the contract.
- Assist in preparing and maintaining DOR client tracking documents.
- Attends Quarterly meetings and monthly meetings relating to the Contract between DOR and BHRS.

Traditional Mental Health Department Duties

Program Manager II- Creates an environment that encourages teamwork and group decision making. Assists team with making and executing decisions and holds individual team members accountable for contributing to team performance. Facilitates effective team dynamics by making individual team assignments that capitalize on the individual strengths and styles of each team member.

Employment Specialist

- Provides Employment Services under the contract to DOR clients.
- Develops employment opportunities in the community for DOR clients.
- Maintains strong relationships with employers within Stanislaus County for the purposes of placement of DOR clients in employment.
- Regularly meets with employers to address concerns, and/or problems regarding DOR clients on the job.
- Coordinates services and goals with Behavioral Health Treatment staff.
- Maintain ongoing contact with the DOR counselor, DOR clients, and/or employer.
- Provides assistance in direct job placement activities for DOR clients.
- Maintains referral information for DOR clients.
- Provides employment preparation services to DOR clients.
- Provides reporting documentation to DOR regarding job placement and retention services for DOR clients.
- May provide assistance for Vocational Assessment and/or Job Coaching as needed for DOR clients.
- Provide monthly reports on DOR/BHRS activities/needs to DOR Counselor related to DOR clients.
- Attend and participate in monthly meetings with DOR Counselor(s) and Quarterly meetings with the DOR/BHRS staff related to the Contract.

Traditional Mental Health Department Duties

Behavioral Health Specialist II- Provides a variety of para-professional counseling services to clients, recommends appropriate referrals, maintains community liaisons to ensure adequate services are made available to clients, provides facilitation for a variety of client-focused specialty groups, and as part of the treatment team, establishes and implements treatment plans. Behavioral Health Specialists work under supervision and may be assigned to regional teams, residential or inpatient facilities and various outpatient programs. Performs field visits to those under care and supervises subordinates.

Job Coach

- Provide individual assistance and support to DOR clients both on and off-the-job.
- May provide assistance for Vocational Assessment as needed for DOR clients.
- Assist with coordination of services and goals with Behavioral Health Treatment staff.
- May meet regularly with employers to address concerns, and/or problems regarding DOR clients on the job.
- Complete required paperwork on DOR clients.
- Identify and assist in developing tools which will help DOR clients maintain their employment.

Traditional Mental Health Department Duties

Clinical Service Technician II- Provides services, intake, and input for the development of diagnostic impressions in formulating treatment plans for a diverse patient/client base. This individual insures a safe, healthy environment that encourages socialization and empowerment. Independently leads and/or facilitates groups and individual sessions and conducts family interviews and participates in counseling activities.

Support Staff

- Assist in maintaining vocational case files for DOR clients.
- Keep statistics as required by DOR for the Cooperative Contract.
- Mail reporting information to DOR relating to the Contract.
- Prepare invoices related to the Contract with proper documentation on a monthly basis and forward to DOR Contract Administrator.

Traditional Mental Health Department Duties

Administrative Clerk II- performs a variety of typing and clerical tasks of average difficulty, under general supervision. Requires knowledge of departmental policies and procedures relative to office operations and performs with greater independence.

Operating Expenses

Mileage/Travel:

Staff under this Contract will utilize mileage expenses for the purposes of providing Contract services. For example: meeting and transporting DOR clients and employer contacts. Travel costs pertain to per diem and travel costs for training as approved by DOR.

Office Supplies:

General office supplies necessary for staff to perform duties as required under the contract.

Training-Training opportunities for staff in relation to the contract. Prior approval with DOR Contract Administrator is required.

Indirect Cost/Administrative Overhead:

Indirect-cost of the BHRS cooperative program are those costs which have been calculated and approved by Stanislaus County Finance Department claiming at 13.1132%. This includes computer technical support, personnel, insurance, accounting/audit costs and administrative support.

Exhibit D
(Standard Agreement-Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION

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

2. SETTLEMENT OF DISPUTES

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

3. CONTRACT AMENDMENT

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

4. TERMINATION AND CANCELLATION

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

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

5. TRAVEL AND REIMBURSEMENT RATES

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

6. SOFTWARE

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

7. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

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

8. INSURANCE REQUIREMENTS

A. GENERAL LIABILITY INSURANCE

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

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

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

B. WORKERS' COMPENSATION INSURANCE

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

C. AUTOMOBILE LIABILITY INSURANCE (TRANSPORTING CONSUMERS)

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

9. CONFLICT OF INTEREST

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

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

10. CONFIDENTIALITY

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

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

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

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

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

11. AUDIT AND REVIEW REQUIREMENTS

(a) General Audit and Review Requirements

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

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

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

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

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

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

12. LOSS LEADER.

Contractor understands that it is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss Leader" as defined in Code Section 17030 of the Business and Professions Code. Furthermore, contractor certifies by signature of this contract that it has not and will not engage in any such illegal activity related to the provision of services and materials under this contract.

Exhibit E
(Standard Agreement-Subvention)

ADDITIONAL PROVISIONS

1. FEDERAL REQUIREMENTS

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

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

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

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

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

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

5. RETURN OF INAPPROPRIATE USE OF FUNDS

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

Exhibit F
(Standard Agreement -Subvention)

COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS

1. **CONTRACT MANUAL**

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

2. **CONTRACTOR'S MONITORING**

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

3. **DOR CONTRACT MONITORING**

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

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

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

EXHIBIT F
COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS

CONTRACT MONITORING AND REPORTING

The SCBHRS Program Manager shall monitor the contract by:

- Reviewing, approving, and submitting service invoices (DR801B) on a monthly basis.
- Submitting time reporting documents and a list of mutual DOR/CSBHRS clients served as requested by DOR Contract Administrator.
- Submit monthly progress reports of each DOR/SCBHRS client. These monthly progress reports will be forwarded directly to the Vocational Rehabilitation Counselor.
- Meeting with DOR Contract Administrator and program staff to discuss contract progress at least quarterly.
- Utilizing the Contract Monitoring Checklist on a semi-annual basis to ensure contract compliance.

TRANSPORTATION

Transportation will be provided to DOR/SCBHRS clients under this Cooperative contract, but will not exceed more than 15 (includes driver) in the same vehicle at anytime.

2010-476#E1

AGREEMENT NUMBER 27921
REGISTRATION NUMBER eP 1100594

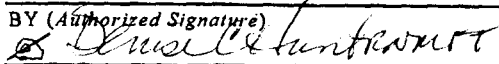
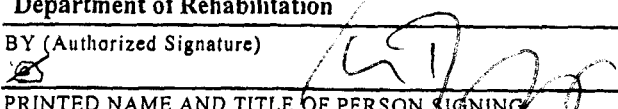
BOARD OF SUPERVISORS

- This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME Department of Rehabilitation
 CONTRACTOR'S NAME Stanislaus County Behavioral Health & Recovery Services
- The term of this Agreement is: July 1, 2010 -Through- June 30, 2011
- The maximum amount of this Agreement is: \$ 85,423.00 CFDA 84.126A - State Vocational Rehabilitation Services Program
- 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:

- | | |
|---|--------------------|
| Exhibit A - Scope of Work | 5 Page(s) |
| Exhibit B - Budget Detail and Payment Provisions | 3 Page(s) |
| Attachment I - Program Budgets & Narrative | 8 Page(s) |
| *Exhibit C - General Terms and Conditions | GTC 610 - 6/9/2010 |
| Exhibit D - Special Terms and Conditions | 6 Page(s) |
| Exhibit E - Additional Provisions | 2 Page(s) |
| Exhibit F - Cooperative/Case Service Agreement Provisions | 3 Page(s) |

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

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Stanislaus County Behavioral Health & Recovery Services	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7/29/10
PRINTED NAME AND TITLE OF PERSON SIGNING Denise C. Hunt, RN, MFT, Behavioral Health Director	
ADDRESS 800 Scenic Drive, Modesto, CA 95350	
STATE OF CALIFORNIA	
DEPT OF GENERAL SERVICES	
<div style="border: 2px solid black; padding: 10px; display: inline-block;"> APPROVED SEP 13 2010 </div>	
AGENCY NAME Department of Rehabilitation	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 8/23/10
PRINTED NAME AND TITLE OF PERSON SIGNING Thomas J. Dempsey, Chief, Contracts & Procurement Section	
ADDRESS 721 Capitol Mall, Sacramento, CA 95814	
<input type="checkbox"/> Exempt Per _____	

MENTAL HEALTH COOPERATIVE AGREEMENT

Scope of Work

I. Introduction

The San Joaquin Valley District Office of the Department of Rehabilitation (DOR) and Stanislaus County Behavioral Health and Recovery Services (SCBHRS) shall combine staff and resources to provide vocational rehabilitation service to persons with severe and persistent mental disabilities.

DOR will determine eligibility and functional limitations, assist the DOR client to develop an Individualized Plan for Employment (hereinafter known as IPE), provide vocational counseling, and service coordination that will lead to a successful employment outcome.

For fiscal year 2010-2011, a total of 30 unduplicated DOR/SCBHRS clients will receive services through this cooperative contract.

As a result of services provided through this contract, it is expected that DOR will:

- Open 25 new cases (status 02)
- Develop 23 new Individualized Plans for Employment (IPE)
- Close 8 cases successfully (status 26)

II. Services to Be Provided

All services funded directly through this Cooperative Contract shall be provided only to DOR/SCBHRS clients.

- A. Vocational Assessment
 - 1. Description of Service

Vocational Assessment Services are limited in scope and short in duration. Services assess basic information about a DOR consumer's

Exhibit B
(Standard Agreement-Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

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

2. BUDGET CONTINGENCY CLAUSE

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

For Federally Funded Agreements:

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

3. PROMPT PAYMENT CLAUSE

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

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

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

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

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

5. ACCOUNTING SYSTEM REQUIREMENTS

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

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

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

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

6. PAYMENT OF EXPENDITURES

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

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

Contract expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA #

7. INDIRECT COSTS

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

Program Budget Summary

Fiscal Year 2010/11

July 1, 2010 - June 30, 2011

TOTALS

DOR PROGRAM COSTS
(From DOR Program Budget)

\$55,422

TOTAL PAYMENT BY DOR TO CA
(From Service Budget)

\$85,423

TOTAL PROGRAM COST

\$140,845

Cooperative Agency Share
(Cash Match)

21.30%

\$30,000

Total DOR Share

78.70%

\$110,845

TOTAL BUDGET

\$140,845

Cooperative agency cash expenditure must be from non-Federal funds. Cash expenditure must equal at least 21.3% of the total program budget.

DOR Program Budget
Fiscal Year 2010/11
July 1, 2010 - June 30, 2011

0.25 FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	0.25	\$27,594
Case Services (Individual Client Expenses)			\$27,828
SUBTOTAL			\$55,422
Case Service Contract/s to:			
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL DOR PROGRAM COST			\$55,422

SERVICE BUDGET

DOR 801A (Rev. 2/98)

Original

Amendment

Revision

Contractor Name and Address: Stanislaus County Behavioral Health & Recovery Svs 800 Scenic Drive Modesto, CA 95350-6195		Contract Number:	Federal ID Number: 946000540	Page <u>1</u> of <u>1</u>
		Budget Period: 07/01/10-06/30/11	Effective Date:	Effective Date:

Line No.	Position Title & FTE	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL				
2	Cooperative Program Manager				
3	.10% of 1 FTE. 1 FTE = 40 hrs per week	\$6,711.12			\$6,711.12
4	Benefits	\$3,604.88			\$3,604.88
5	Employment Specialist				
6	.55% of 1 FTE. 1 FTE = 40 hrs per week	\$31,048.16			\$31,048.16
7	Benefits	\$14,571.84			\$14,571.84
8	Job Coach				
9	.25% of 1 FTE. 1 FTE = 40 hrs per week	\$10,077.60			\$10,077.60
10	Benefits	\$1,858.40			\$1,858.40
11	Support Staff				
	.10% of 1 FTE. 1 FTE= 40 hours per week	\$4,091.36			\$4,091.36
12	Benefits	\$2,597.64			\$2,597.64
13	Subtotal	\$74,561.00			\$74,561.00
14	OPERATING				
15	Mileage/Travel	\$358.75			\$358.75
16	Office Supplies	\$299.79			\$299.79
17	Training	\$300.00			\$300.00
18					
19					
20					
21					
22					
24					
25					
26	Subtotal	\$958.54			\$958.54
27	Personnel and Operating Subtotal	\$75,519.54			\$75,519.54
28	INDIRECT COST	\$9,903.00			\$9,903.00
		13.1132%			
TOTALS (rounded to nearest dollar)		\$85,423			\$85,423

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

Service Budget Narrative

Personnel

This Cooperative Agreement between DOR and Stanislaus County Behavioral Health & Recovery Services(SCBHRS) will provide the positions identified below for the Cooperative Program and be paid the actual costs as identified in the DOR 801A.

Cooperative Program Job Duties

Cooperative Program Manager

- DOR related activities include: supervise (1) Employment Specialist, (1) Job Coach, and (1) Support Staff.
- Provides backup support to the Employment Specialist and Job Coach to provide Employment Services and Vocational Assessment in the Contract.
- Coordinates with Employment Specialist and Job Coach providing services with mutual DOR clients.
- Coordinate benefit services and counseling to DOR clients countywide.
- Acts as a liaison between DOR and other Stanislaus County MH staff to the Contract.
- Provides assistance with accessing DOR clients MH records and diagnostic information for DOR and BHRS staff to the contract.
- Ensure maintenance of referral information and documentation on DOR clients.
- Ensures proper maintenance of referral information, documentation, and DOR clients tracking documents.
- Ensures BHRS staff is correctly documenting DOR client progress and correctly coding to the contract.
- Assist in preparing and maintaining DOR client tracking documents.
- Attends Quarterly meetings and monthly meetings relating to the Contract between DOR and BHRS.

Traditional Mental Health Department Duties

Program Manager II- Creates an environment that encourages teamwork and group decision making. Assists team with making and executing decisions and holds individual team members accountable for contributing to team performance. Facilitates effective team dynamics by making individual team assignments that capitalize on the individual strengths and styles of each team member.

Employment Specialist

- Provides Employment Services under the contract to DOR clients.
- Develops employment opportunities in the community for DOR clients.
- Maintains strong relationships with employers within Stanislaus County for the purposes of placement of DOR clients in employment.
- Regularly meets with employers to address concerns, and/or problems regarding DOR clients on the job.
- Coordinates services and goals with Behavioral Health Treatment staff.
- Maintain ongoing contact with the DOR counselor, DOR clients, and/or employer.
- Provides assistance in direct job placement activities for DOR clients.
- Maintains referral information for DOR clients.
- Provides employment preparation services to DOR clients.
- Provides reporting documentation to DOR regarding job placement and retention services for DOR clients.
- May provide assistance for Vocational Assessment and/or Job Coaching as needed for DOR clients.
- Provide monthly reports on DOR/BHRS activities/needs to DOR Counselor related to DOR clients.
- Attend and participate in monthly meetings with DOR Counselor(s) and Quarterly meetings with the DOR/BHRS staff related to the Contract.

Traditional Mental Health Department Duties

Behavioral Health Specialist II- Provides a variety of para-professional counseling services to clients, recommends appropriate referrals, maintains community liaisons to ensure adequate services are made available to clients, provides facilitation for a variety of client-focused specialty groups, and as part of the treatment team, establishes and implements treatment plans. Behavioral Health Specialists work under supervision and may be assigned to regional teams, residential or inpatient facilities and various outpatient programs. Performs field visits to those under care and supervises subordinates.

Job Coach

- Provide individual assistance and support to DOR clients both on and off-the-job.
- May provide assistance for Vocational Assessment as needed for DOR clients.
- Assist with coordination of services and goals with Behavioral Health Treatment staff.
- May meet regularly with employers to address concerns, and/or problems regarding DOR clients on the job.
- Complete required paperwork on DOR clients.
- Identify and assist in developing tools which will help DOR clients maintain their employment.

Traditional Mental Health Department Duties

Clinical Service Technician II- Provides services, intake, and input for the development of diagnostic impressions in formulating treatment plans for a diverse patient/client base. This individual insures a safe, healthy environment that encourages socialization and empowerment. Independently leads and/or facilitates groups and individual sessions and conducts family interviews and participates in counseling activities.

Support Staff

- Assist in maintaining vocational case files for DOR clients.
- Keep statistics as required by DOR for the Cooperative Contract.
- Mail reporting information to DOR relating to the Contract.
- Prepare invoices related to the Contract with proper documentation on a monthly basis and forward to DOR Contract Administrator.

Traditional Mental Health Department Duties

Administrative Clerk II- performs a variety of typing and clerical tasks of average difficulty, under general supervision. Requires knowledge of departmental policies and procedures relative to office operations and performs with greater independence.

Operating Expenses

Mileage/Travel:

Staff under this Contract will utilize mileage expenses for the purposes of providing Contract services. For example: meeting and transporting DOR clients and employer contacts. Travel costs pertain to per diem and travel costs for training as approved by DOR.

Office Supplies:

General office supplies necessary for staff to perform duties as required under the contract.

Training-Training opportunities for staff in relation to the contract. Prior approval with DOR Contract Administrator is required.

Indirect Cost/Administrative Overhead:

Indirect-cost of the BHRS cooperative program are those costs which have been calculated and approved by Stanislaus County Finance Department claiming at 13.1132%. This includes computer technical support, personnel, insurance, accounting/audit costs and administrative support.

Exhibit D
(Standard Agreement-Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION

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

2. SETTLEMENT OF DISPUTES

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

3. CONTRACT AMENDMENT

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

4. TERMINATION AND CANCELLATION

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

current educational and vocational levels, abilities, and interests. Assessment materials or questionnaires are not reflective of standardized tests, and are developed by Cooperative Program Manager and Employment Specialist. The Employment Specialist staff will seek information through a questionnaire, an interview, and review of collateral information. Extensive occupational options or labor market analyses are not included in this service.

Assessment Services provides information to a DOR client/applicant and referring DOR SVRC, to assist in eligibility determination, ability to participate in rehabilitation planning, and/or to determine the nature and scope of DOR services to be provided.

2. Service Outcomes/Number to be served

During fiscal year 2010-2011, it is expected that:

- 20 DOR/SCBHRS clients will be referred to receive Vocational Assessment services.
- 15 DOR/SCBHRS clients will complete the Vocational Assessment service

B. Employment Services

2. Description of Service

Employment Preparation:

This service involves current labor market education to enhance informed choices and the coordination with the DOR/SCBHRS clients' support network that assists in carrying out the IPE goals. Instruction of individuals and/or groups regarding techniques for obtaining and maintaining employment may include interviewing skills, resume development, application preparation, appropriate work behaviors, relevant work practices, appropriate grooming and hygiene, and exploration around benefits as it pertains to working.

Job Development, Direct Placement, and follow-up:

The Employment Specialist will actively prospect for placement opportunities in anticipation of DOR/SCBHRS consumer needs; community awareness through active job development provides a basis for targeted placement according to the DOR/SCBHRS client's Individualized Plan for Employment. The Employment Specialist will place DOR/SCBHRS consumer into unsubsidized integrated and competitive employment in the community consistent with their respective IPE. Activities include, but are not limited to:

- Contact of employers and the building of networks to develop and/or identify job opportunities
- Work Site analysis, as needed
- Job Site consultation to identify or modify barriers
- Negotiating job carving or other job accommodations
- Maintenance of an organized system of current job openings
- Availability of a Job Club
- Assisting the job applicant in finding employers and jobs well-matched to their employment goals

The Employment Specialist will also assist the DOR/ SCBHRS client to become knowledgeable regarding the following conditions of their employment:

- Job Description
- Name of immediate supervisor
- Responsibilities of the employee
- Wage payment practices
- Benefits
- Conflict resolution procedures
- Health and Safety practices

Once the DOR/SCBHRS client is placed in a job that is consistent with his/her IPE, there will be at least 1 follow-up visit per month to address any issues that may arise from the placement.

Non-Supported Employment Job Coaching:

This service provides individual client assistance and support on or off-the-job, in activities that are employment-related and needed to promote job adjustment and retention. Services are based on individual client need and may be limited.

Activities include, but are not limited to:

- Job orientation
- Job destination/transportation training
- Teaching job tasks
- Supervision at the worksite
- Coworker/supervisor consultation
- Assistance in integrating into the work environment or with changes in the work environment
- Assistance with public support agencies
- Family and residential provider consultation
- Ongoing contact with the client and/or employer to ensure continued job satisfaction

2. Service Outcomes/Number to be served

For fiscal year 2010-2011, the Employment Services goals will be as follows:

- 23 DOR/SCBHRS clients will receive Employment Preparation services.
- 20 DOR/SCBHRS clients will receive Job Development, Placement, and Follow-up services
- 8 DOR/SCBHRS clients will remain in unsubsidized integrated and competitive employment for 90 days or longer, in accordance with their Individualized Plan for Employment, resulting in a successful case closure
- 8 DOR/SCBHRS clients will receive Non Supported Employment Job Coaching services

III. Linkages to Other Community Agencies

The cooperative program will link with local Stanislaus Economic Development & Workforce Alliance, Stanislaus Office of Education, Modesto Junior College, Employment Development Department, Disability Resource Agency for Independent Living, Valley Mountain Regional Center, Social Security Administration, Department of Motor Vehicles, Community Services Agency, and any adult supportive services agencies, and local business/employer community.

IV. In-Service Training

DOR staff and BHRS staff, through joint unit meetings, will be cross-trained in each agency's mission, services, procedures, and professional approach. Examples of cross training are: Business/Employer Networking, Recovery Process, Social Security Grant updates, Americans with Disabilities Act, and Workforce Investment Act.

V. Contract Administrator/Project Director

Department of Rehabilitation
Dalia Banda-Davis
2550 Mariposa Mall, Room 2000
Fresno, CA 93702
(559) 444-2501(phone)
(559) 445-6017(fax)
dbanda@dor.ca.gov

County of Stanislaus
Glenn Hutsell
800 Scenic Dr.
Modesto, CA. 95250
(209) 525-6025(phone)
(209) 525-6291(fax)
ghutsell@stanbhhs.org

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

5. TRAVEL AND REIMBURSEMENT RATES

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

6. SOFTWARE

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

7. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

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

8. INSURANCE REQUIREMENTS

A. GENERAL LIABILITY INSURANCE

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

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

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

B. WORKERS' COMPENSATION INSURANCE

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

C. AUTOMOBILE LIABILITY INSURANCE (TRANSPORTING CONSUMERS)

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

9. CONFLICT OF INTEREST

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

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

10. CONFIDENTIALITY

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

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

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

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

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

11. AUDIT AND REVIEW REQUIREMENTS

(a) General Audit and Review Requirements

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

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

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

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

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

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

12. LOSS LEADER

Contractor understands that it is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss Leader" as defined in Code Section 17030 of the Business and Professions Code. Furthermore, contractor certifies by signature of this contract that it has not and will not engage in any such illegal activity related to the provision of services and materials under this contract.

Exhibit E
(Standard Agreement-Subvention)

ADDITIONAL PROVISIONS

1. FEDERAL REQUIREMENTS

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

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

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

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

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

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

Subject: Discrimination on the basis of race, color, or national origin.

Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).

Regulation: 34 CFR part 100.

Subject: Discrimination on the basis of sex

Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).

Regulations: 34 CFR part 106.

Subject: Discrimination on the basis of handicap.

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

Regulation: 34 CFR part 104handicap.

Subject: Discrimination on the basis of age.

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

Regulation: 34 CFR part 110

5. RETURN OF INAPPROPRIATE USE OF FUNDS

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

Exhibit F
(Standard Agreement -Subvention)

COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS

1. CONTRACT MANUAL

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

2. CONTRACTOR'S MONITORING

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

3. DOR CONTRACT MONITORING

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

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

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

EXHIBIT F
COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS

CONTRACT MONITORING AND REPORTING

The SCBHRS Program Manager shall monitor the contract by:

- Reviewing, approving, and submitting service invoices (DR801B) on a monthly basis.
- Submitting time reporting documents and a list of mutual DOR/CSBHRS clients served as requested by DOR Contract Administrator.
- Submit monthly progress reports of each DOR/SCBHRS client. These monthly progress reports will be forwarded directly to the Vocational Rehabilitation Counselor.
- Meeting with DOR Contract Administrator and program staff to discuss contract progress at least quarterly.
- Utilizing the Contract Monitoring Checklist on a semi-annual basis to ensure contract compliance.

TRANSPORTATION

Transportation will be provided to DOR/SCBHRS clients under this Cooperative contract, but will not exceed more than 15 (includes driver) in the same vehicle at anytime.