

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

DEPT: Behavioral Health And Recovery Services

BOARD AGENDA # \*B-5

Urgent

Routine

AGENDA DATE April 29, 2014

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of a Mental Health Cooperative Agreement With the State Department of Rehabilitation for the Provision of Vocational Rehabilitation Services for Fiscal Years 2014-2015, 2015-2016 and 2016-2017 and Adopt a Resolution to Enter Into the Agreement

STAFF RECOMMENDATIONS:

1. Approve the Agreement with the Department of Rehabilitation for Fiscal Years 2014-2015, 2015-2016 and 2016-2017 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 29164 with the Department of Rehabilitation for Fiscal Years 2014-2015, 2015-2016 and 2016-2017, including the certification form CCC-307, included in this agenda item.

(Continued on Page 2)

FISCAL IMPACT:

As recommended, Behavioral Health and Recovery Services would receive a total of \$256,269, or \$85,423 annually for the three fiscal years of the agreement with the Department of Rehabilitation. If approved by the Board of Supervisors, the Department will include the funds in each year's Final Budget.

There is a \$30,000 cash match per year that will be met with BHRS Mental Health Service Act funds. There is no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2014-180

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

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of a Mental Health Cooperative Agreement With the State Department of Rehabilitation for the Provision of Vocational Rehabilitation Services for Fiscal Years 2014-2015, 2015-2016 and 2016-2017 and Adopt a Resolution to Enter Into the Agreement

Page 2

**STAFF RECOMMENDATIONS: (Continued)**

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.

**DISCUSSION:**

Since July 1, 2011, the San Joaquin Valley District Office of the Department of Rehabilitation (DOR) and Stanislaus County Behavioral Health and Recovery Services (BHRS) have combined staff and resources to provide vocational rehabilitation services to persons with severe and persistent mental disabilities in this community as outlined in this Mental Health Cooperative Agreement. In addition to providing vocational assessment and employment services the agencies will work cooperatively with, and provide links to, various local supportive organizations as well as the local business/employer community. BHRS received \$256,269 from the previous three-year Mental Health Cooperative Agreement with the State Department of Rehabilitation.

Through this Cooperative Agreement, BHRS Employment and Support Services will be able to refer 30 unduplicated consumers, per fiscal year, 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. During each fiscal year it is expected that 23 BHRS clients will be referred to receive Vocational Assessment services and 15 clients will complete the Vocational Assessment Services. 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:**

The Department has existing staff available to support this contracting effort.

**CONTACT PERSON:**

Madelyn Schlaepfer, Ph.D., Behavioral Health Director, Telephone 525-6205

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

Date: April 29, 2014

2014-180

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

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # \*B-5

**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**

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.

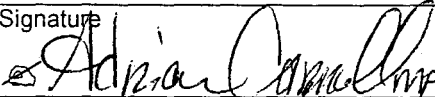
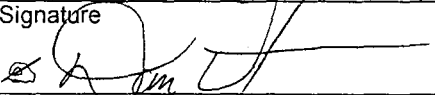
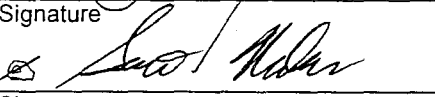
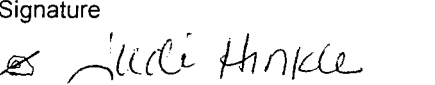
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby authorize the Behavioral Health Director of Stanislaus County Behavioral Health and Recovery Services, or her designee, to sign and execute any and all documents required by Department of Rehabilitation to effectuate the execution 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

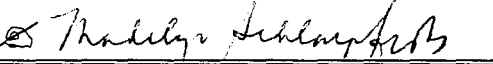
  
\_\_\_\_\_

GRANTEE/CONTRACTOR:  STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)  Stanislaus County Behavioral Health & Recovery Services 800 Scenic Drive Modesto, CA 95350
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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) Adrian Carroll, MFT	Title (Please Type or Print) Associate Director
Signature 	Name (Please Type or Print) Dan Wirtz	Title (Please Type or Print) Asst. Director Admin. Services
Signature 	Name (Please Type or Print) Scott Nickerson	Title (Please Type or Print) Financial Services Mgr.
Signature 	Name (Please Type or Print) Judi Hinkle	Title (Please Type or Print) Accountant III

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

Authorized Signature per Board Resolution 	Name (Please Type or Print) Madelyn Schlaepfer, Ph.D., CEAP	Date Signed 5-5-2014
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FULL Name of Corporation or Public Agency

Stanislaus County Behavioral Health & Recovery Services

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WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

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Name/Position of Person Authorized to Sign Agreement

Madelyn Schlaepfer, Ph.D., CEAP, Behavioral Health Director

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of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. 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 Directors.

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**CERTIFICATION**

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I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.


IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

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Address Where Board Meeting Held

1010 10<sup>th</sup> Street, Suite 6500, Modesto, CA 95354

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Date of Board Meeting	Signature of Recording Secretary	Date Signed
04/29/14		

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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.

<i>Contractor/Bidder Firm Name (Printed)</i> Stanislaus County Behavioral Health & Recovery Services		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Madelyn Schlaepfer, Ph.D., CEAP Behavioral Health Director		
<i>Date Executed</i>	<i>Executed in the County of</i> Stanislaus	

**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](http://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
29164
REGISTRATION NUMBER
eP 1350183

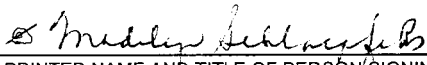

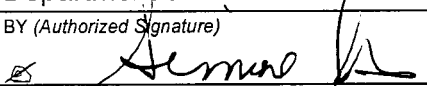
- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
 Department of Rehabilitation  
 CONTRACTOR'S NAME  
 Stanislaus County Behavioral Health & Recovery Services
- The term of this Agreement is: July 1, 2014 through June 30, 2017
- The maximum amount of this Agreement is: \$256,269.00  
 Cash Match \$30,000.00
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

**CFDA #84.126A State Vocational Rehabilitation Services Program**

Exhibit A - Scope of Work	1 page
Exhibit A.1 - Contractor's Program Scope of Work	5 pages
Exhibit B - Budget Detail and Payment Provisions	4 pages
Exhibit B.1 - Contractor's Program Budget and Narrative	7 pages
Exhibit C* - General Terms and Conditions	GTC 610 (Dated 06/09/10) 1 page
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	7 pages
Exhibit E - Additional Provisions - Federally Funded Agreements	3 pages
Exhibit F - Additional Provisions - Cooperative/Case Service Agreements	3 pages
Exhibit G - Additional Provisions - Contractor's Monitoring & Transportation	1 page

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

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

<b>CONTRACTOR</b>		California Department of General Services Use Only  <div style="border: 2px solid black; padding: 10px; width: fit-content; margin: 0 auto;">           APPROVED   <div style="border: 1px solid black; padding: 5px; width: 80%; margin: 0 auto;">             JUN 18 2014           </div>           DEPT OF GENERAL SERVICES         </div>
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) 05/05/2014	
PRINTED NAME AND TITLE OF PERSON SIGNING MADELYN SCHLAEFER, PHD DIRECTOR		
ADDRESS 800 Scenic Drive, Modesto, CA 95350		
<b>STATE OF CALIFORNIA</b>		<input type="checkbox"/> Exempt per 
AGENCY NAME Department of Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/30/14	
PRINTED NAME AND TITLE OF PERSON SIGNING Simone Dumas, Chief, Contracts and Procurement Section		
ADDRESS 721 Capitol Mall, 6th Floor, Sacramento, CA 95814		

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

**1. PURPOSE**

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

**2. AUTHORITY**

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

Regulations: 34 CFR 369.2 (b)

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

**3. CONTRACT REPRESENTATIVES**

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

<p><u>Department of Rehabilitation</u> Dalia Banda-Davis 2550 Mariposa Mall, Room 2000 Fresno, CA 93702 (559)444-2501(phone) (559) 445-6017(fax) <a href="mailto:Dalia.Banda@dor.ca.gov">Dalia.Banda@dor.ca.gov</a></p>	<p><u>County of Stanislaus</u> Glenn Hutsell 800 Scenic Dr. Modesto, CA. 95250 (209) 525-6025(phone) (209) 525-6291(fax) <a href="mailto:ghutsell@stancounty.com">ghutsell@stancounty.com</a></p>
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**4. DESCRIPTION OF SERVICES/DELIVERABLES**

See attached program description - EXHIBIT A.1

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

**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 2014--2015, 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 20 new cases (status 02)
- Develop 18 new Individualized Plans for Employment (IPE)
- Close 8 cases successfully (status 26)

For fiscal year 2015-2016, 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 20 new cases (status 02)
- Develop 18 new Individualized Plans for Employment (IPE)
- Close 8 cases successfully (status 26)

For fiscal year 2016-2017, 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 20 new cases (status 02)
- Develop 18 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 client'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 2014-2015, it is expected that:

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

During fiscal year 2015-2016, it is expected that:

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

During fiscal year 2016-2017, it is expected that:

- 23 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 client 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 client 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.

#### A. 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
- 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 2014-2015, 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

For fiscal year 2015-2016, 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

For fiscal year 2016-2017, 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

## 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](mailto: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](mailto:ghutsell@stancounty.com)

### **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.



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

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

**A. Service Budget Payment of Expenditure**

1. This is a cost reimbursement Agreement for subvention services. For services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.
2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.
3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

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

1. Monthly invoices (DR 801B Service Invoice) should be submitted no later than the 20th business day for the preceding month's expenditures, with supporting documentation available upon request. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.
2. Final invoices must be submitted within 120 days after each fiscal year end or no later than November first of that same year.
3. Invoice(s) (DR 801B Service Invoice) shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR 801B Invoice shall include the Agreement Number and Registration Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).

**C. Appropriate Expenditures**

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the OMB A-133 Single Audit.

## D. Invoice Claim Adjustments

1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained **within the same fiscal year**. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget with a maximum not to exceed \$100,000 for all budget years as long as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

## E. Budget Contract Amendments

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

- Adding and deleting a major category budget or detailed line item.
- Line item adjustments that exceed \$100,000.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail.  
(Note: ALL changes must be made in **bold**.)

## F. Travel Reimbursements

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

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

## 2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations

under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

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

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

### **4. PROMPT PAYMENT CLAUSE**

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

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

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

- Be generally recognized and necessary for the operation of the Contractor's organization.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Contractor.
- Be properly documented and supported.

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the OMB cost

principle applicable to its organization regarding documentation for the support of personnel activity chargeable to the Agreement.

## **6. ACCOUNTING SYSTEM REQUIREMENTS**

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

**Stanislaus County Behavioral Health & Recovery Services**

**Program Budget and Match Summary**  
**July 1, 2014 - June 30, 2017**

	FY 7/1/2014 to 6/30/2015	FY 7/1/2015 to 6/30/2016	FY 7/1/2016 to 6/30/2017
	<u>TOTALS</u>	<u>TOTALS</u>	<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$55,422	\$55,422	\$55,422
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$85,423	\$85,423	\$85,423
<b>TOTAL FEDERAL COSTS</b>	<b>\$140,845</b>	<b>\$140,845</b>	<b>\$140,845</b>
Certified Match (If applicable)	0%	0%	0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
Cash Match (If applicable)	\$30,000 21.3%	\$30,000 21.3%	\$30,000 21.3%
Total Federal Share	\$110,845 78.7%	\$110,845 78.7%	\$110,845 78.7%
<b>TOTAL STATE MATCH</b>	<b>\$30,000</b>	<b>\$30,000</b>	<b>\$30,000</b>

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

<b>This Section For DOR Use Only</b>			
	Year 1	Year 2	Year 3
Certified match minimum contribution amount at 25%	\$46,948	\$46,948	\$46,948
Cash match minimum contribution amount at 21.3%	\$30,000	\$30,000	\$30,000

# Stanislaus County Behavioral Health & Recovery Services

## DOR Program Budget July 1, 2014 - June 30, 2017

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FY 7/1/2014 to 6/30/2015 TOTAL</u>	<u>FY 7/1/2015 to 6/30/2016 TOTAL</u>	<u>FY 7/1/2016 to 6/30/2017 TOTAL</u>
Rehabilitation Team Unit 1 FTE = \$110,377	Units	0.25	0.25	0.25
		\$27,594	\$27,594	\$27,594
Case Services (Individual Consumer Expenses)		27,828	27,828	27,828
	<b>SUBTOTAL</b>	<b>\$55,422</b>	<b>\$55,422</b>	<b>\$55,422</b>
Case Service Contract(s):				
_____				
_____				
_____				
_____				
_____				
<b>TOTAL DOR PROGRAM COST</b>		<b>\$55,422</b>	<b>\$55,422</b>	<b>\$55,422</b>



STATE OF CALIFORNIA  
SERVICE BUDGET

DEPARTMENT OF REHABILITATION

Original

Amendment

Contractor Name and Address		Contract Number		Federal ID Number		Page 1 of 1	
Stanislaus County Behavioral Health & Recovery Services 800 Scenic Drive Modesto, CA. 95350-6195		946000540		946000540		7-1-2016 to 6-30-2017	
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
2	Cooperative Program Manager, 1 FTE = 40 hrs/week, 12 months + Benefits	\$131,607.41	0.080	\$10,528.59	\$131,607.41	0.080	\$10,528.59
4	Employment Specialist, 1 FTE = 40 hrs/week, 12 months + Benefits	\$93,229.30	0.210	\$19,578.15	\$93,229.30	0.210	\$19,578.15
6	Employment Specialist, 1 FTE = 40 hrs/week, 12 months + Benefits	\$84,862.60	0.220	\$18,669.77	\$84,862.60	0.220	\$18,669.77
8	Job Coach, 1 FTE = 40 hrs/week, 12 months + Benefits	\$68,887.73	0.140	\$9,644.28	\$68,887.73	0.140	\$9,644.28
10	Support Staff, 1 FTE = 40 hrs/week, 12 months + Benefits	\$20,979.66	0.358	\$7,510.72	\$20,979.66	0.358	\$7,510.72
12		\$62,353.62	0.110	\$6,858.90	\$62,353.62	0.110	\$6,858.90
13							
14							
15							
16							
17							
18	<b>Subtotal</b>			\$72,790.42			\$72,790.42
19	<b>OPERATING EXPENSES</b>						
20	Mileage/Travel			\$234.00			\$384.00
21	Office Supplies			\$456.50			\$256.50
22	Training			\$400.00			\$500.00
23	Theft Sensitive Items			\$400.00			\$350.00
24							
25							
26							
27	<b>Operating Subtotal</b>			\$1,490.50			\$1,490.50
28	<b>Personnel and Operating Subtotal</b>			\$74,280.92			\$74,280.92
29	<b>Indirect Rate Percentage</b>			15.00%			15.00%
30	<b>Indirect Cost</b>			\$11,142.14			\$11,142.14
	<b>TOTAL (rounded to nearest dollar)</b>			\$85,423			\$85,423

# Stanislaus County Behavioral Health & Recovery Services

## 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 Service Budget. Existing Employment staff will be utilized for this Cooperative Program.

### Personnel Benefits:

Cooperative Program Manager is eligible to receive Health, Dental, Vision, Workers' Compensation, Unemployment Insurance, FICA (Social Security), Vacation, Sick Leave, Medicare, Retirement, Deferred Comp, Management Leave, Professional Development, Long Term Disability, and Auto Allowance. Benefit costs are calculated at 35% of salary.

Full-time permanent employees (2 Employment Specialists, 2 Job Coaches, 1 Support Staff) are eligible to receive Health, Dental, Vision, Workers' Compensation, Unemployment Insurance, FICA (Social Security), Vacation, Sick Leave, Medicare, and Retirement. Benefit costs for these employees are calculated at average of 41% of salary.

Personal Services Contractor is eligible to receive FICA at 1.45% of Salary.

### Cooperative Program Job Duties:

#### Cooperative Program Manager

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



### Traditional Behavioral Health Department Duties:

- Assists team with making and executing decisions and holds individual team members accountable for contributing to team performance.
  - Provides information in a variety of settings and styles that are tailored to the audience being addressed.
  - Communicates and interprets Behavioral Health program goals, policies and procedures to staff, community agencies, consumers and the public.
  - Develops and implements staff work schedules to assure program coverage.
  - Ensures staff documentation and consumer progress is maintained.
  - Oversees program budget as well as manages program resources and expenditures.
  - Models the organizations values and carries out organizational mission.
- 

### Employment Specialist (2 positions)

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

### Traditional Behavioral Health Department Duties

- Provides a variety of highly skilled mental health services to a varied caseload of clients;
- Provides Deputy Public Conservator services;
- Assists with coordinating estate and personal management tasks, in conjunction with the Estate Management Office;
- Interviews clients to screen, and determines their service needs, including evaluating risk factors
- Participates in diagnostic and evaluative staff conferences for cooperative planning and treatment

- According to department standards and policies, prepares daily records, summarizes progress of treatment for clients and keeps these records current
  - Consults with other agencies, law enforcement and community service providers to exchange applicable information, identify services, and discuss referrals
  - Speaks to public and/or agency groups, to provide education that reduces stigma
- 

- Provide individual assistance and support to DOR/SCBHRS clients both on and off-the-job.
- May provide assistance for Vocational Evaluation as needed for DOR/SCBHRS clients.

#### Job Coaches (2 positions)

- 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/SCBHRS clients on the job.
- Complete required paperwork on DOR clients.
- Identify and assist in developing tools which will help DOR/SCBHRS clients maintain their employment.

#### Traditional Behavioral Health Department Duties

- Independently leads and/or facilitates groups and individual sessions
  - Conducts family interviews and participates in counseling activities
  - Under proper supervision may administer and chart medications ordered by the Physician
  - Completes intake information on patient/client
  - Observes patient/client behavior and responds appropriately to crisis, anxiety, panic or other behavioral and physical states
  - Encourages patients/clients to participate in social and recreational activities and provides direction
  - Assists patients with Assisted Daily Living and adheres to policies and procedures
  - Monitors patient status and reports findings to the therapy support staff
- 

#### Support Staff

- Assist in maintaining vocational case files for DOR/SCBHRS 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 Behavioral Health Department Duties

- Types reports, correspondence and standardized forms of a difficult and sensitive nature from written or recorded sources
- Reviews work processes and makes necessary improvements
- Composes routine correspondence;
- Attends and take notes at meetings
- Makes appointments and travel arrangements as required

- Responds to inquiries and complaints from the public, clients or patients related to established practices and procedures
  - Maintains sensitive files by making entries, checking information for propriety and compiling summaries
- 

## 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/SCBHRS clients and employer contacts. Travel costs pertain to per diem and travel costs for training as approved by DOR.

### Office Supplies:

Consumable office supplies necessary for SCBHRS staff to perform duties as required under the Contract. For example: folders, resume paper, CD's, pens, pencils, etc.

### Trainings:

Training and workshop registration as it applies to the duties performed by the staff under this Contract. Training could be in such areas as: benefits information, ADA, Workforce Investment Act, computer tutors and other trainings that may be available during the year that are pertinent to the services in the Contract. Trainings will be discussed with the DOR Contract Administrator for prior approval.

### Theft Sensitive items:

- Fiscal Year 2014/2015 - For the purpose of recording DOR/SCBHRS clients for mock interviews, a Cannon VIXIA HF R40 8GB HD flash memory camcorder, camera bag, 58" tripod & memory card package will be purchased.  
Estimate price: \$400.00.
- Fiscal Year 2015/2016 - For the purpose of writing DOR/SCBHRS clients resumes by the SCBHRS staff, a Winway Resume builder will be purchased.  
Estimate price: \$100.00.
- Fiscal Year 2016/2017 - For the purpose of providing services out in the field for DOR/SCBHRS clients, a Topaz System Signature Pad for the laptop will be purchased.  
Estimate price: \$350.00.

### 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 15%. This includes computer technical support, personnel, insurance, accounting/audit costs and administrative support.

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS (GTC 610)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Click on the Standard Contract Language section to expand, then click on GTC 610.

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

**SPECIAL TERMS AND CONDITIONS**

**1. NOTIFICATION & COMPLIANCE**

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

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

**2. DISPUTES**

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

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

**3. RIGHT TO TERMINATE**

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

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

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

#### 5. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

## **6. CONFLICT OF INTEREST**

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

## **7. CONFIDENTIALITY**

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

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

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

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

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

- 1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.



2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of 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.

B. Annual Federal Audit (For Agreements that received Federal Funds \$500,000 and above):

1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).
2. For DOR Agreement expenditures designated by the independent auditor as major programs, the Contractor agrees to submit one copy of the audit report and all management letters to:

Audit Section  
 Department of Rehabilitation  
 721 Capitol Mall, 3<sup>rd</sup> Floor  
 Sacramento, CA 95814

3. Copies of the audit report and letters shall be submitted within 30 days after receipt of the auditor's report(s) or nine months following the end of the Contractor's fiscal year. Unless restricted by law or regulation, the auditee shall make copies available for public inspection.

## 9. COMPETITIVE BIDDING AND PROCUREMENTS

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.

- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

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

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

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

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

## **11. POTENTIAL SUBCONTRACTORS**

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

## **12. CONTRACT AMENDMENTS**

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

## **13. SOFTWARE**

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

## **14. THEFT SENSITIVE ITEMS**

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

The following items, regardless of cost must be inventoried:

1. Personal Computer
2. Laptop and Notebook
3. IPADS
4. Printers
5. Fax & Photo Copy Machines
6. Netbooks
7. Tablets
8. Smart Phones/Cellular Phones

## EXHIBIT E

### (Standard Agreement - Subvention)

#### ADDITIONAL PROVISIONS – Federally Funded Agreements

##### 1. FEDERAL REQUIREMENTS

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

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

The federal regulations are available for review on the Internet at <http://www.whitehouse.gov/omb/circulars>.

##### 2. FEDERAL FUNDING INTELLECTUAL PROPERTY

- A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.

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

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

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

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

### **4. PROHIBITION ON TAX DELINQUENCY**

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

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

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

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

or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

D. All contractors shall comply with the following statutes and regulations:

1. Subject: Discrimination on the basis of race, color, or national origin.  
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).  
Regulation: 34 CFR part 100.
2. Subject: Discrimination on the basis of sex  
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).  
Regulations: 34 CFR part 106.
3. Subject: Discrimination on the basis of handicap.  
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).  
Regulation: 34 CFR part 104handicap.
4. Subject: Discrimination on the basis of age.  
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).  
Regulation: 34 CFR part 110

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

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

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

**ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES**

**1. MATCH REQUIREMENTS**

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

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

For Agreements that include **CASH MATCH**:

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

## **2. INDIRECT COSTS**

- A. Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR Part, 215, 220, 230 (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.
- B. Indirect Costs for Service Budgets: The Contractor may be reimbursed for actual indirect costs subject to this Agreement not to exceed a rate of 15% indirect cost.
- C. Indirect Cost Rate for Certified Expenditure Match: The Contractors "actual" indirect costs may be used to calculate certified expenditures, and not subject to the maximum cap of 15% indirect cost rate as defined in B. above.

## **3. CONTRACT HANDBOOK**

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

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

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

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices, and Certified Expenditure Summaries, if applicable, are received within 120 days after each fiscal year end or no later than November 1 of that year.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.



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

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

**I. 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.

**II. TRANSPORTATION**

Transportation will be provided to DOR/SCBHRS clients under this Cooperative contract, but will not exceed more than seven (7) in the same vehicle at anytime.



State of California  
Health and Human Services Agency

Contracts and Procurement Section  
P.O. Box 944222  
Sacramento, CA 94299-9222  
(916) 558-5680 Office  
(916) 558-5681 Fax

June 22, 2015

County of Stanislaus  
Behavioral Health and  
Recovery Services  
Pam Esparza  
800 Scenic Drive  
Modesto, CA 95350

Subject: Agreement #29164

Dear Pam Esparza:

Attached for your records is one fully executed copy of the subject Agreement, Amendment #1 for fiscal year 2014/15, 2015/16, 2016/17.

If you have any questions regarding this agreement, please contact me at (916) 558-5689.

Sincerely,

*Carl Edmonson*

Carl Edmonson  
Contract Analyst

Enclosure

cc: Contract Administrator

**AGREEMENT SUMMARY**

STD. 215 (Rev 04/2002)

13. BIDDING METHOD USED:		
<input type="checkbox"/> REQUEST FOR PROPOSAL (RFP) <i>(Attach justification if secondary method is used)</i>	<input type="checkbox"/> INVITATION FOR BID (IFB)	<input type="checkbox"/> USE OF MASTER SERVICE AGREEMENT
<input type="checkbox"/> SOLE SOURCE CONTRACT <i>(Attach STD. 821)</i>	<input checked="" type="checkbox"/> EXEMPT FROM BIDDING <i>(Give authority for exempt status)</i>	<input checked="" type="checkbox"/> OTHER <i>(Explain)</i> SCM 5.80 B # 2(b)
NOTE: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached		
14. SUMMARY OF BIDS <i>(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)</i> The County is exempt from bidding per SCM 3.17(A). See attached documentation <a href="http://www.melissadata.com/lookups/np.asp">http://www.melissadata.com/lookups/np.asp</a>		
15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) <i>(If an amendment, sole source, or exempt, leave blank)</i> N/A		
16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE? The Department reimburses the contractor for actual personnel costs incurred in carrying out the terms of this agreement. The personnel costs that the Department is reimbursing are consistent with similar salaries throughout California. Operating costs have been determined to be reasonable based on an analysis of/comparison to the industry standard.		
17. JUSTIFICATION FOR CONTRACTING OUT <i>(Check one)</i>		
<input type="checkbox"/> Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.		<input checked="" type="checkbox"/> Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.
<i>Justification:</i> GC 19130 (b) (3): Cooperative Contract Agreements are subvention agreements providing Vocational Rehabilitation services directly to the disabled public, which are funded by Federal Title 1 Vocational Rehabilitation Services grant dollars. Neither the State nor DOR has the staff expertise or professional licenses to conduct these educational assessments in vocational activities. These services are usually provided in high school and college classrooms, county or state treatment facilities, or employment settings. These services are provided both in community settings and public institutions, not DOR offices. These vocational services often include specialized workplace assessments, work experiences, on-the-job coaching, and stabilization services on the job. The highly specialized contract services are provided by public agency and private-non profit agency staff that have unique knowledge of specialty populations because their agency already provides non-vocational disability related services to the referred population. For example, some specialty populations served by cooperative agreements include individuals with severe and persistent mental illness, served by county mental health agencies; Autism Spectrum Disorder, served by education agencies; persons with Traumatic Brain Injuries, served by medical clinics; or youth with disabilities, served by Special Education.		
17 (b) EMPLOYEE BARGAINING UNIT NOTIFICATION		
<input checked="" type="checkbox"/> By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).		
AUTHORIZED SIGNER: <u>Cynthia Robinson</u>		DATE: <u>5/26/15</u>
18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?	19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?	20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?
<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A	<input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NONE on file <input checked="" type="checkbox"/> N/A
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?		22. REQUIRED RESOLUTIONS ARE ATTACHED
A. CONTRACTOR CERTIFICATION CLAUSES <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A		<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A
B. STD. 204, VENDOR DATA RECORD <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A		
23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? <i>(If an amendment, explain changes, if any)</i>		
<input checked="" type="checkbox"/> NO <i>(Explain below)</i> <input type="checkbox"/> YES <i>(If YES complete the following)</i>		
DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT		
<i>Explain:</i> Subvention Agreements are exempt from competition, therefore, the DVBE requirements will be waived.		
24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?		SMALL BUSINESS REFERENCE NUMBER
<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>(Indicate Industry Group)</i>		
25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN TWO YEARS? <i>(If YES, provide justification)</i>		
<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES		
The three year contract benefits the State because it assures continuing services to DOR clients and it overcomes difficulty in renegotiating services.		
<b>I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.</b>		
SIGNATURE/TITLE <u>Cynthia Robinson</u> Cynthia Robinson, Mngr. I, Contracts & Procurement Section		DATE SIGNED <u>5/26/15</u>

**AGREEMENT SUMMARY**  
STD 215 (REV. 1-2014)

AGREEMENT NUMBER 29164	AMENDMENT NUMBER 1
---------------------------	-----------------------

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Stanislaus County Behavioral Health & Recovery Services		2. FEDERAL I.D. NUMBER
3. AGENCY TRANSMITTING AGREEMENT Department of Rehabilitation	4. DIVISION, BUREAU, OR OTHER UNIT Administrative Svcs-COPS	5. AGENCY BILLING CODE 078000
6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT Contract Analyst: Carl Edmonson (916) 558-5689 Contract Administrator: Dalia Banda-Davis		
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (If YES, enter prior contractor name and Agreement Number)      Same as above Same as above		

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES  
Subvention Agreements - COOP Agreement for Mental Health

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)  
 Service Budget and Narrative are hereby replaced as attached hereto for fiscal year 2014/15, 2015/16, 2016/17.  
 This Cooperative Contract Agreement is a subvention agreement that provides Vocational Rehabilitation services directly to the disabled public. These Cooperative Contract Agreements are funded by Federal Title 1 Vocational Rehabilitation Services grant dollars. Utilizing Cooperative Contract Agreements with other public agencies allows DOR to secure state matching funds which authorizes DOR to receive federal funding for the Vocational Rehabilitation services that are provided directly to the disabled public.  
 Transportation will be provided.       Transportation will not be provided.

10. PAYMENT TERMS (More than one may apply.)

<input type="checkbox"/> MONTHLY FLAT RATE	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> ONE-TIME PAYMENT	<input type="checkbox"/> PROGRESS PAYMENT
<input checked="" type="checkbox"/> ITEMIZED INVOICE	<input type="checkbox"/> WITHHOLD _____ %	<input type="checkbox"/> ADVANCED PAYMENT NOT TO EXCEED	
<input type="checkbox"/> REIMBURSEMENT/REVENUE		\$ _____ or _____ %	
<input checked="" type="checkbox"/> OTHER (Explain)	Invoiced monthly.		

11. PROJECTED EXPENDITURES	FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
	General Fund	5160-001-0001 (A)	14/15	TBA	2014	\$85,423.00
	General Fund	5160-001-0001 (A)	15/16	TBA	2015	\$85,423.00
	General Fund	5160-001-0001 (A)	16/17	TBA	2016	\$85,423.00

OBJECT CODE	Acct Code: 6822      Org Code: 680 <input checked="" type="checkbox"/> Statewide <input type="checkbox"/> Multi-District List District Code(s): 150 San Joaquin Valley District	AGREEMENT TOTAL	\$ 256,269.00
OPTIONAL USE	<input checked="" type="checkbox"/> Cash Match \$90,000.00 (\$30,000.00 for each FY) <input type="checkbox"/> Certified Expenditure - <input checked="" type="checkbox"/> Case Service Amount \$83,484.00 (\$27,828.00 for each FY) <input type="checkbox"/> Pymt to Contractor	AMOUNT ENCUMBERED BY THIS DOCUMENT	\$ 0.00

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.  
 PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT  
 \$ 256,269.00

ACCOUNTING OFFICER'S SIGNATURE 	DATE SIGNED 5/14/15	TOTAL AMOUNT ENCUMBERED TO DATE \$ 256,269.00
------------------------------------	------------------------	--

12. AGREEMENT	From	Through	TERM	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	7/1/2014	6/30/2017		\$ 256,269.00	Exempt ENCUMBERED
Amendment #1	6/1/2015	6/30/2017		\$ 0.00	Exempt
				TOTAL	\$ 256,269.00

BY

(Continue)

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
29164	1
REGISTRATION NUMBER	
eP 1350183	

- This Agreement is entered into between the State Agency and 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, 2014 through June 30, 2017
- The maximum amount of this Agreement after this amendment is: \$256,269.00  
 Cash Match \$30,000.00
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

CFDA #84,126A – State Vocational Rehabilitation Services Program

Service Budget and Narrative are hereby replaced as attached hereto for fiscal year 2014/15, 2015/16, 2016/17.

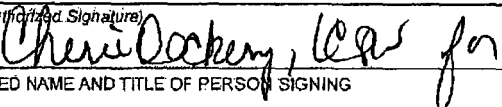
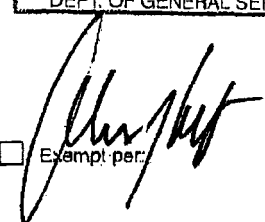
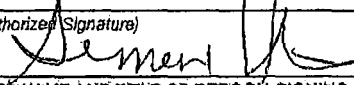
The amount of this agreement is unchanged.

The effective date of this amendment is June 1, 2015.

This contract provides aid to the public through an intermediary or a non-profit entity that meets Revenue & Taxation Code 2211 using funds identified for this purpose.

All other terms and conditions shall remain the same.

**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) 5-18-15	<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>APPROVED</b>             JUN - 4 2015             OFFICE OF LEGAL SERVICES            DEPT. OF GENERAL SERVICES         </div>
PRINTED NAME AND TITLE OF PERSON SIGNING Madelyn Schlaepfer, Ph.D., Director		
ADDRESS 800 Scenic Drive, Modesto, CA 95350		
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		<div style="border: 1px solid black; padding: 5px;">   <input type="checkbox"/> Exempt per:         </div>
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/29/15	
PRINTED NAME AND TITLE OF PERSON SIGNING Simone Dumas, Chief, Contracts and Procurement Section		
ADDRESS 721 Capitol Mall, 6 <sup>th</sup> Floor, Sacramento, CA 95814		

STATE OF CALIFORNIA  
SERVICE BUDGET

DEPARTMENT OF REHABILITATION

Original  Amendment

San Joaquin County Behavioral Health & Recovery Services 800 Santa Drive Modesto, CA 95330-6195		7-1-2014 to 6-30-2015			7-1-2015 to 6-30-2016			7-1-2016 to 6-30-2017		
		1-Jun-15								
1	Cooperative Program Manager, 1 FTE = 40 hrs/week, 12 months + Benefits	\$131,607.41	0.025	\$3,290.19	\$131,607.41	0.0313	\$4,112.73	\$131,607.41	0.031	\$4,112.73
2	Cooperative Program Coordinator, 1 FTE = 40 hrs/week, 12 months + Benefits	\$75,562.38	0.04978	\$3,532.54	\$75,562.38	0.0935	\$7,065.88	\$75,562.03	0.0936	\$7,065.05
3	Employment Specialist, 1 FTE = 40 hrs/week, 12 months + Benefits	\$93,229.30	0.210	\$19,578.15	\$93,229.30	0.210	\$19,578.15	\$93,229.30	0.210	\$19,578.15
4	Employment Specialist, 1 FTE = 40 hrs/week, 12 months + Benefits	\$84,862.60	0.220	\$18,669.77	\$84,862.60	0.220	\$18,669.77	\$84,862.60	0.220	\$18,669.77
5	Job Coach, 1 FTE = 40 hrs/week, 12 months + Benefits	\$68,887.73	0.140	\$9,644.28	\$68,887.73	0.140	\$9,644.28	\$68,887.73	0.140	\$9,644.28
6	Job Coach, 30 hrs/week, 12 months + Benefits	\$20,979.68								
7	Employment Peer Support Specialist, 1 FTE = 40 hrs/week, 12 months + Benefits	\$3,227.64	0.227	\$732.67	\$12,910.56	0.277	\$3,576.23	\$12,910.56	0.277	\$3,576.23
8	Employment Peer Support Specialist, 1 FTE = 40 hrs/week, 12 months + Benefits	\$3,227.64	0.227	\$732.67	\$12,910.56	0.277	\$3,576.23	\$12,910.56	0.277	\$3,576.23
9	Support Staff, 1 FTE = 40 hrs/week, 12 months + Benefits	\$62,353.62	0.110	\$6,858.90	\$62,353.62	0.110	\$6,858.90	\$62,353.62	0.110	\$6,858.90
10										
11	Subtotal			\$93,039.18			\$73,081.37			\$73,081.34
12	<b>OPERATING EXPENSES</b>									
13	Mileage/Travel			\$438.69			\$20.00			\$20.00
14	Office Supplies			\$20.00			\$93.50			\$49.50
15	Printing			\$1,550.00			\$400.00			\$568.00
16	Software			\$120.00			\$646.00			\$489.00
17	Other Services/Items			\$5,875.00						\$350.00
18										
19	Operating Subtotal			\$11,241.69			\$1,199.50			\$1,199.50
20	Personnel and Operating Subtotal			\$74,280.87			\$74,280.87			\$74,280.84
21	Indirect Rate Percentage			15.00%			15.00%			15.00%
22	Indirect Cost			\$11,142.13			\$11,142.13			\$11,142.13
	TOTAL (rounded to nearest dollar)			\$85,423			\$85,423			\$85,423

## **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 Service Budget. Existing Employment staff will be utilized for this Cooperative Program.

### **Personnel Benefits**

Cooperative Program Manager is eligible to receive Health, Dental, Vision, Workers' Compensation, Unemployment Insurance, FICA (Social Security), Vacation, Sick Leave, Medicare, Retirement, Deferred Comp, Management Leave, Professional Development, Long Term Disability, and Auto Allowance. Benefit costs are calculated at 35% of salary.

Full-time permanent employees (**1 Cooperative Program Coordinator, 2 Employment Specialist, 1 Job Coach, 1 Support Staff**) are eligible to receive Health, Dental, Vision, Workers' Compensation, Unemployment Insurance, FICA (Social Security), Vacation, Sick Leave, Medicare, and Retirement. Benefit costs for these employees are calculated at average of 41% of salary.

Personal Services Contractors are eligible to receive FICA at 1.45% and Retirement at 2% of Salary.

### **Cooperative Program Job Duties**

#### **Cooperative Program Manager**

- Attends Quarterly meetings and monthly meetings relating to the Contract between DOR and BHRS
- Oversees DOR budget.
- Provides supervision and backup support to the Cooperative Program Coordinator

### **Traditional Behavioral Health Department Duties:**

#### **Program Manager III**

- Responsible for managing all aspects and tasks related to the planning and implementation of various programs and contract services
  - Ensure consumer/family and diverse populations input and participation in planning, developing and accessing BHRS resources
  - Oversees program budget as well as manages program resources and expenditures.
  - Models the organizations values and carries our organizational mission.
-



## Cooperative Program Job Duties

### Cooperative Program Coordinator

- DOR related activities include: supervise two (2) Employment Specialist, one (1) Job Coach, Two (2) Employment Peer Support Specialist, one (1) Support Staff.
- Provides supervision and backup support to the Job Developers and Job Coaches to provide Employment Services and Vocational Evaluation in the Contract.
- Coordinates with Job Developers and Job Coaches to provide 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 Behavioral Health Department Duties

### Program Manager II

- Assists team with making and executing decisions and holds individual team members accountable for contributing to team performance.
  - Provides information in a variety of settings and styles that are tailored to the audience being addressed.
  - Communicates and interprets Behavioral Health program goals, policies and procedures to staff, community agencies, consumers and the public.
  - Develops and implements staff work schedules to assure program coverage.
  - Ensures staff documentation and consumer progress is maintained.
- 

### Employment Specialist (2 positions)

- Complete Vocational Assessment and may provide Job Coaching as needed for DOR clients.
- 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.
- 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 Behavioral Health Department Duties**

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

- Provides a variety of highly skilled mental health services to a varied caseload of clients;
- Provides Deputy Public Conservator services;
- Assists with coordinating estate and personal management tasks, in conjunction with the Estate Management Office;
- Interviews clients to screen, and determines their service needs, including evaluating risk factors
- Participates in diagnostic and evaluative staff conferences for cooperative planning and treatment
- According to department standards and policies, prepares daily records, summarizes progress of treatment for clients and keeps these records current
- Consults with other agencies, law enforcement and community service providers to exchange applicable information, identify services, and discuss referrals
- Speaks to public and/or agency groups, to provide education that reduces stigma

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#### **Job Coach (1 Position)**

- Provide individual assistance and support to DOR clients both on and off-the-job.
- May provide assistance for Vocational Evaluation 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 Behavioral Health Department Duties

### Clinical Service Technician II

- Independently leads and/or facilitates groups and individual sessions
  - Conducts family interviews and participates in counseling activities
  - Under proper supervision may administer and chart medications ordered by the Physician
  - Completes intake information on patient/client
  - Observes patient/client behavior and responds appropriately to crisis, anxiety, panic or other behavioral and physical states
  - Encourages patients/clients to participate in social and recreational activities and provides direction
  - Assists patients with Assisted Daily Living and adheres to policies and procedures
  - Monitors patient status and reports findings to the therapy support staff
- 

### Employment Peer Support Specialist (2 positions)

- Assists Employment Specialist to determine DOR client's employment interests, strengths and/or training needs
- Assists the Employment Specialist by conducting employment workshops and on-going employment readiness support groups and provides mentoring and assistance with job search activities
- Assist with navigation of and access to the employment system
- Assist Employment Specialists with monitoring and documenting progress of DOR/DBH client's readiness for competitive employment and program participation

## Traditional Behavioral Health Department duties

### Peer Support Specialist

- Work as an "Ambassador of Hope" role model while interacting with clients/patients, family members, committees and the community
  - Recognize and embrace the philosophy of emotional health and wellness leading to independence and full integration into ones community
  - Assist in the development and coordination of activities, programs and resources which directly support clients or family members/caregivers of clients achieving wellness and recovery
  - Provide peer support to behavioral health clients and families and serve as a resource guide to ensure our customers are knowledgeable on mental health services or other community based options that may best meet their needs
  - Independently lead and/or facilitate groups and individual sessions
  - Facilitate or co-facilitate a support or educationally focused group session, both at site and/or in other locations in Stanislaus county, on a weekly basis
  - Work directly with consumers and family members
-

### 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 Behavioral Health Department Duties

#### Administrative Clerk II

- Types reports, correspondence and standardized forms of a difficult and sensitive nature from written or recorded sources
  - Reviews work processes and makes necessary improvements
  - Composes routine correspondence;
  - Attends and take notes at meetings
  - Makes appointments and travel arrangements as required
  - Responds to inquiries and complaints from the public, clients or patients related to established practices and procedures
  - Maintains sensitive files by making entries, checking information for propriety and compiling summaries
- 

### 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. For example: folders, resume paper, CD's, pens, etc.

#### Trainings:

Training and workshop registration as it applies to the duties performed by the staff under this Contract. Training could be in such areas as: benefits information, ADA, Workforce Investment Act, computer tutors and other trainings that may be available during the year that are pertinent to the services in the Contract. Trainings will be discussed with the DOR Contract Administrator for prior approval.

#### Software:

With the purchase of the laptop computer, an ongoing monthly encryption cost will be needed. This service will be used by the Employment Specialists, Job Coach, and Employment Peer Support Specialists. In fiscal year 2015/16 a Winway resume builder will be purchased for an estimated cost of \$216 for the purposed of writing resumes for DOR/SCBHRS clients. The Winway Resume builder will be used by the Employment Specialists, Job Coach, and Employment Peer Support Specialists.

**Theft Sensitive Items:**

- **In fiscal year 2014/15**, for the purpose of recording consumers for mock interviews, we will purchase three Galaxy tablets, each with an external case and a keyboard at an estimated price of \$825 each for a total of \$2,475. We will also purchase a laser color printer for an estimated cost of \$400. A laptop with a docking station and carrying case for an estimated cost of \$3,000 allowing staff to provide services out in the field.
- **In fiscal year 2016/17**, a Topaz System Signature Pad for the laptop will be purchased for an estimated cost of \$350 to more efficiently allow staff to provide services out in the field. This Pad is used for documents requiring a signature such as the DOR Confidentiality Release Forms. The Signature Pad will be used by the Employment Specialists, Job Coach, or Employment Peer Support Specialists when they are in the field.

**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 15%. This includes computer technical support, personnel, insurance, accounting/audit costs and administrative support.