

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

DEPT: Behavioral Health and Recovery Services BOARD AGENDA #: *B-6
AGENDA DATE: October 17, 2017

SUBJECT:

Approval of a Mental Health Cooperative Agreement with the State Department of Rehabilitation for the Provision of Vocational Rehabilitation Services for Fiscal Years 2017-2018, 2018-2019, and 2019-2020

BOARD ACTION AS FOLLOWS:

No. 2017-568

On motion of Supervisor Olsen , Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

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: 
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Behavioral Health and Recovery Services BOARD AGENDA #: *B-6
Urgent Routine AGENDA DATE: October 17, 2017

CEO CONCURRENCE: *pht* RD 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 2017-2018, 2018-2019, and 2019-2020

STAFF RECOMMENDATIONS:

1. Approve the Mental Health Cooperative Agreement with the Department of Rehabilitation for Fiscal Years 2017-2018, 2018-2019, and 2019-2020 for the provision of vocational rehabilitation services for persons with severe and persistent mental illness.
2. Adopt a Resolution to authorize the Behavioral Health Director, or his designee, to sign agreement number 30493 and related documents required to execute the agreement with the Department of Rehabilitation for Fiscal Years 2017-2018, 2018-2019 and 2019-2020.
3. Authorize the Behavioral Health Director, or his designee, to negotiate and sign amendments to this agreement when necessary to modify services and adjust payment for services, budget permitting, throughout Fiscal Years 2017-2018, 2018-2019, and 2019-2020.

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 illness in this community as outlined in the Mental Health Cooperative Agreement. In addition to providing vocational assessment and employment services, the agencies work cooperatively with, and provide links to, various local supportive organizations as well as the local business/employer community. BHRS received \$256,259 from the previous three-year agreement with the State Department of Rehabilitation. BHRS will receive the same amount for the new three-year period beginning in 2017-2018.

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.

Approval of a Mental Health Cooperative Agreement with the State Department of Rehabilitation for the Provision of Vocational Rehabilitation Services for Fiscal Years 2017-2018, 2018-2019, and 2019-2020

BHRS experiences occasional funding opportunities and unanticipated increases in service levels throughout the year. On many occasions, such additional funding is time sensitive. For this reason, the Department requests authorization for the Behavioral Health Director, or designee, to negotiate and execute amendments, when necessary, up to \$75,000 per fiscal year to the Mental Health Cooperative Agreement with the State Department of Rehabilitation without further action by the Board of Supervisors. Any amendments to the agreement will be identified in subsequent quarterly financial reports to the Board of Supervisors.

POLICY ISSUE:

Board of Supervisor approval is required for any contract or agreement where the total cumulative compensation exceeds \$100,000. Cumulative refers to the total compensation paid by an individual department in the reporting year and the two fiscal years immediately prior thereto, where there has been no break in contractual services over six months.

A resolution adopted by the Board of Supervisors is required by the California Department of Rehabilitation in order for the Behavioral Health and Recovery Services to enter into the Mental Health Cooperative Agreement.

FISCAL IMPACT:

Behavioral Health and Recovery Services will receive funding from the Department of Rehabilitation to provide vocational rehabilitation services over a period of three fiscal years in the amount of \$256,269, or \$85,423 annually. This agreement requires the use of matching non-federal funds in the amount of \$30,000 per year, for a total of \$90,000 over the three-year period. Mental Health Services Act funding will be used as local matching funds. Sufficient appropriations and estimated revenue for the first year's award amount of \$85,423 were included in the Department's Fiscal Year 2017-2018 Adopted Final Budget. Remaining funding will be included in future budget cycles. There is no impact to the County General Fund.

Cost of recommended action:	\$	115,423
Source(s) of Funding:		
Department of Rehabilitation	85,423	
Mental Health Services Act	30,000	
	<hr/>	
Funding Total:	\$	115,423
Net Cost to County General Fund	\$	<hr/> <hr/> -

Fiscal Year:	2017-2018
Budget Adjustment/Appropriations needed:	No

BOARD OF SUPERVISORS' PRIORITY:

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.

Approval of a Mental Health Cooperative Agreement with the State Department of Rehabilitation for the Provision of Vocational Rehabilitation Services for Fiscal Years 2017-2018, 2018-2019, and 2019-2020

STAFFING IMPACT:

The activities required to manage this contract will be carried out by existing staff in Behavioral Health and Recovery Services. No additional staffing will be required.

CONTACT PERSON:

Rich DeGette, MA, MFT Behavioral Health Director 209-525-6216

ATTACHMENT(S):

1. Mental Health Cooperative Agreement 30493
2. Contractor Certification Clause CCC 04/2017
3. Civil Rights Laws Attachment
4. Board Resolution to Enter into Mental Health Cooperative Agreement

Attachment 1

COPY

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

AGREEMENT NUMBER
30493
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Rehabilitation

CONTRACTOR'S NAME

Stanislaus County Behavioral Health & Recovery Services

2. The term of this Agreement is: July 1, 2017 through June 30, 2020

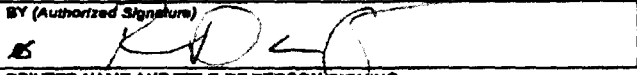
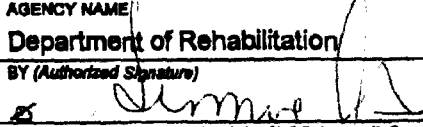
3. The maximum amount of this Agreement is: \$256,269.00 Cash Match: \$90,000.00

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

CFDA #84.126A State Vocational Rehabilitation Services Program	
Exhibit A - Scope of Work	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	8 pages
Exhibit C* - General Terms and Conditions	GTC 04/2017 1 page
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	8 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.oia.dgs.ca.gov/Standard+Language

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

CONTRACTOR		California Department of General Services Use Only <div style="border: 2px solid black; padding: 5px; text-align: center;">APPROVED JAN 4 2018 OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES</div> <input type="checkbox"/> Exempt party
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) 11-22-17	
PRINTED NAME AND TITLE OF PERSON SIGNING Rick DeGette, Behavioral Health Director		
ADDRESS 800 Scenic Drive, Modesto, CA 95350		
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12/15/17	
PRINTED NAME AND TITLE OF PERSON SIGNING Simone Dumas, Chief, Contracts and Procurement Section		
ADDRESS 721 Capitol Mall, 6th Floor, Sacramento, CA 95814		

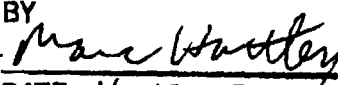
APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY 
DATE: 11-13-17

EXHIBIT A
(Standard Agreement - Subvention)

1. PURPOSE

Subvention: VR Third Party Cooperative/Case Service Agreements: WCW

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

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

<p>Department of Rehabilitation Levi Van Fossen Rehabilitation Specialist 2550 Mariposa Mall, Room 2000 Fresno, CA 93721 (559) 444-2410-phone (559) 445-6017-fax levi.vanfossen@dor.ca.gov</p>	<p>Stanislaus County Behavioral Health and Recovery Services Pam Esparza 209-525-6120 pesparza@stanbhhs.org</p> <p>Alma Torres 209-525-6153 atorres@stanbhhs.org</p> <p>800 Scenic Drive Modesto, CA 95350 209-558-4326 - Fax</p>
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4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

**STANISLAUS COUNTY – BEHAVIORAL HEALTH & RECOVERY SERVICES
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 2017-2018, 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
- Develop 18 new Individualized Plans for Employment (IPE)
- Close 8 cases successfully

For fiscal year 2018-2019, 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
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For fiscal year 2019-2020, 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
- Develop 18 new Individualized Plans for Employment (IPE)
- Close 8 cases successfully

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/SCBHRS client's current educational and vocational levels, abilities, and interests. Assessment materials or questionnaires are not reflective of standardized tests, and are developed by the 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 2017-2018, it is expected that:

- 23 DOR/SCBHRS clients will be referred to receive Vocational Assessment services.

During fiscal year 2018-2019, it is expected that:

- 23 DOR/SCBHRS clients will be referred to receive Vocational Assessment services.

During fiscal year 2019-2020, it is expected that:

- 23 DOR/SCBHRS clients will be referred to receive Vocational Assessment services.

B. Employment Services

2. Description of Service

Employment Services Intake:

Upon authorization of intake services, SCBHRS will meet with the DOR/SCBHRS clients and complete employment services intake which includes review of appropriateness of referral and job choice, review of IPE, review of job choice in relation to the availability of employers and job postings in the local labor market, gathering and analysis of pertinent collateral information of prior work experience and performance, and determine if consumer will benefit from services.

Development of an Individual Service Plan (ISP) to affirm employment goals, identify services to be provided consistent with the IPE, and include the following: Employment goals and objectives, Employment components to be addressed, proposed activities, proposed measurable outcomes, timeline for completion and persons responsible.

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. Employment Preparation services will be provided by the Employment Specialist.

Service Goals/Number to be served:

During fiscal year 2017-2018, it is expected that:

- There shall be 23 DOR/SCBHRS clients who receive Employment Preparation services.

During fiscal year 2018-2019, it is expected that:

- There shall be 23 DOR/SCBHRS clients who receive Employment Preparation services.

During fiscal year 2019-2020, it is expected that:

- There shall be 23 DOR/SCBHRS clients who receive Employment Preparation services.

Job Development, Direct Placement, and Retention:

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

- Contact of employers and the building of networks to develop and/or identify job opportunities
- Work Site analysis, as needed
- Job Site consultation to identify or modify barriers
- Negotiating job carving or other job accommodations (i.e. negotiate work hours to accommodate public transportation, etc.)
- 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.

Service Goals/Number to be served:

During fiscal year 2017-2018, it is expected that:

- There shall be 20 DOR/SCBHRS clients who receive Job Development services.
- There shall be 8 DOR/SCBHRS clients placed in employment consistent with the IPE goal.
- The placements shall result in 8 successful DOR closures (closed-rehabilitated)

During fiscal year 2018-2019, it is expected that:

- There shall be 20 DOR/SCBHRS clients who receive Job Development services.
- There shall be 8 DOR/SCBHRS clients placed in employment consistent with the IPE goal.
- The placements shall result in 8 successful DOR closures (closed-rehabilitated)

During fiscal year 2019-2020, it is expected that:

- There shall be 20 DOR/SCBHRS clients who receive Job Development services.
- There shall be 8 DOR/SCBHRS clients placed in employment consistent with the IPE goal.
- The placements shall result in 8 successful DOR closures (closed-rehabilitated)

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. Non-Supported Employment Job Coaching services will be provided by the Job Coach and Employment Specialist.

Activities include, but are not limited to:

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

Service Goals/Number to be served:

During fiscal year 2017-2018, it is expected that:

- There shall be 8 DOR/SCBHRS clients who receive Non-Supported Employment Job Coaching services.

During fiscal year 2018-2019, it is expected that:

- There shall be 8 DOR/SCBHRS clients who receive Non-Supported Employment Job Coaching services.

During fiscal year 2019-2020, it is expected that:

- There shall be 8 DOR/SCBHRS clients who receive Non-Supported Employment Job Coaching services.

a. 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. Contract Administrator/Project Director

Department of Rehabilitation

Levi Van Fossen

2550 Mariposa Mall, Room 2000

Fresno, CA 93702

(559) 444-2410(phone)

(559) 445-6017(fax)

Levi.VanFossen@dor.ca.gov

County of Stanislaus

Pam Esparza

800 Scenic Dr.

Modesto, CA. 95250

(209) 277-7894 (phone)

(209) 525-6253 (fax)

PEsparza@stanbhhs.org

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

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

C. Appropriate Expenditures

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

D. Invoice Claim Adjustments

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

E. Budget Contract Amendments

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

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

F. Travel Reimbursements

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

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

2. BUDGET CONTINGENCY CLAUSE

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

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

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

4. PROMPT PAYMENT CLAUSE

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

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

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

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

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

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

6. ACCOUNTING SYSTEM REQUIREMENTS

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

Stanislaus Behavioral Health & Recovery Services

Program Budget and Match Summary
July 1, 2017 - June 30, 2020

	FY 7/1/2017 to 6/30/2018	FY 7/1/2018 to 6/30/2019	FY 7/1/2019 to 6/30/2020
	<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
TOTAL FEDERAL COSTS	\$140,845	\$140,845	\$140,845
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%
TOTAL STATE MATCH	\$30,000	\$30,000	\$30,000

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.

Stanislaus Behavioral Health & Recovery Services

DOR Program Budget July 1, 2017 - June 30, 2020

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FY 7/1/2017 to 6/30/2018 TOTAL</u>	<u>FY 7/1/2018 to 6/30/2019 TOTAL</u>	<u>FY 7/1/2019 to 6/30/2020 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
	SUBTOTAL	\$55,422	\$55,422	\$55,422
Case Service Contract(s):				
TOTAL DOR PROGRAM COST		\$55,422	\$55,422	\$55,422

STATE OF CALIFORNIA
SERVICE BUDGET

DEPARTMENT OF REHABILITATION

Original

Amendment

Contractor Name and Address		Contract Number			Federal ID Number			Page 1 of 1		
Stainslaus County Behavioral Health & Recovery Services 800 Scenic Drive Modesto, CA 95350-6195					946000540			1 of 1		
		Budget Period			Budget Period			Budget Period		
		July 1, 2017 - June 30, 2018			July 1, 2018 - June 30, 2019			July 1, 2019 - June 30, 2020		
		Effective Date (Amendments Only)			Effective Date (Amendments Only)			Effective Date (Amendments Only)		
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	Cooperative Program Manager, 1 FTE = 40 hrs/week, 12 months + Benefits	\$99,733.00	0.0125	\$1,246.66	\$99,733.00	0.0125	\$1,246.66	\$ 99,733.00	0.0125	\$1,246.66
2	Cooperative Program Coordinator, 1FTE = 40hrs/week, 12 months + Benefits	\$76,575.00	0.0500	\$3,828.75	\$76,575.00	0.0500	\$3,828.75	\$ 76,575.00	0.0500	\$3,828.75
3	Employment Specialist, 1 FTE = 40 hrs/week, 12 months + Benefits	\$99,013.00	0.0500	\$4,950.65	\$99,013.00	0.0500	\$4,950.65	\$ 99,013.00	0.0500	\$4,950.65
4	Employment Specialist, 1 FTE = 40 hrs/week, 12 months + Benefits	\$99,013.00	0.3500	\$34,654.55	\$99,013.00	0.3500	\$34,654.55	\$ 99,013.00	0.3500	\$34,654.55
5	Job Coach, 1 FTE = 40 hrs/week, 12 months + Benefits	\$70,891.00	0.1500	\$10,633.65	\$70,891.00	0.1500	\$10,633.65	\$ 70,891.00	0.1500	\$10,633.65
6	Employment Peer Support Specialist, 1FTE = 40hrs/week, 12 months + Benefits	\$23,167.14	0.5000	\$11,583.57	\$23,167.14	0.5000	\$11,583.57	\$23,167.14	0.5000	\$11,583.57
7	Support Staff, 1 FTE = 40 hrs/week, 12 months + Benefits	\$65,125.00	0.0750	\$4,884.38	\$65,125.00	0.0750	\$4,884.38	\$ 65,125.00	0.0750	\$4,884.38
8										
9										
10										
11										
12										
13	Subtotal			\$71,782.21			\$71,782.21			\$71,782.21
14	OPERATING EXPENSES									
15	Mileage			\$98.66			\$98.66			\$98.66
16	Office Supplies			\$800.00			\$1,400.00			\$1,400.00
17	Training			\$1,200.00			\$700.00			\$700.00
18	Instructional Materials			\$200.00			\$100.00			\$100.00
19	Travel			\$200.00			\$200.00			\$200.00
20										
21										
22	Operating Subtotal			\$2,498.66			\$2,498.66			\$2,498.66
23	Personnel and Operating Subtotal			\$74,280.87			\$74,280.87			\$74,280.87
24	Indirect Rate Percentage			15.00%			15.00%			15.00%
25	Indirect Cost			\$11,142.13			\$11,142.13			\$11,142.13
26	TOTAL (rounded to nearest dollar)			\$85,423.00			\$85,423.00			\$85,423.00

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 32% of salary.

Full-time permanent employees (1 Cooperative Program Coordinator, 2 Employment Specialist, 2 Employment Peer Support 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 39% 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 SCBHRS
- Oversees DOR budget.
- Provides supervision and backup support to the Cooperative Program Coordinator

Traditional Behavioral Health Department Duties:

Cooperative Program Manager II

- 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 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 Employment Specialist and Job Coach to provide Employment Services and Vocational Assessment in the Contract.
- Coordinates with Employment Specialist and Job Coach to provide 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/SCBHRSSCBHRS clients MH records and diagnostic information for DOR and SCBHRSSCBHRS staff to the contract.
- Ensure maintenance of referral information and documentation on DOR/SCBHRSSCBHRS clients.
- Ensures proper maintenance of referral information, documentation, and DOR/SCBHRSSCBHRS clients tracking documents.
- Ensures SCBHRS staff is correctly documenting DOR/SCBHRSSCBHRS clients' progress and correctly coding to the contract.
- Assist in preparing and maintaining DOR/SCBHRSSCBHRS clients tracking documents.
- Attends Quarterly meetings and monthly meetings relating to the Contract between DOR and SCBHRSSCBHRS.

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

- Complete Vocational Assessment and may provide Job Coaching as needed for DOR/SCBHRS clients.
- 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.
- Provide monthly reports on DOR/SCBHRS 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/SCBHRS 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
-
- Provide individual assistance and support to DOR/SCBHRS clients both on and off-the-job.
 - May provide assistance for Vocational Assessment as needed for DOR/SCBHRS clients.

Job Coach

- 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/SCBHRS clients.
- Identify and assist in developing tools which will help DOR/SCBHRS 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

- Assists Employment Specialist to determine DOR/SCBHRS 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 by monitoring and documenting progress of DOR/SCBHRS clients' 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/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

Administrative Clerk III

- 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:

Reimbursement for mileage expenses when contract staff use their own private vehicles in the provision of contract services such as, local job development, job coaching, monitoring and other program related activities. Reimbursement rates not to exceed the California Department of Human Resources (CalHR) designated rates

Office Supplies:

General office supplies necessary for staff to perform duties as required under the Contract. For example, but not limited to folders, resume paper, copy paper, color toner, and pens.

Training:

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, IPS Supported Employment, 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 written approval.

Instructional Materials:

The purchase of several employment curriculums will assist our DOR/SCBHRS clients to prepare for self-sufficiency and employment. These workbooks are designed to help DOR/SCBHRS clients with significant barriers in developing skills to prepare for employment.

Travel:

Travel costs pertain to per diem and travel costs for contract staff to travel to contract related trainings within the State of California. Reimbursed at actual costs not to exceed the CALHR designated rates.

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 04/2017)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>. Click on the Standard Contract Language section to expand, then click on GTC 04/2017.

EXHIBIT D
(Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION & COMPLIANCE

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

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

2. DISPUTES

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

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

3. RIGHT TO TERMINATE

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

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

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

5. INSURANCE REQUIREMENTS

General Provisions Applying to All Policies

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

Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

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

The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.

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

- ii. **Automobile Liability (If Applicable)** – For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:
 - **For public schools and for-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity up to 7 people** (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 8 –15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.
 - **For non-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity of up to 15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

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

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

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

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

6. CONFLICT OF INTEREST

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

7. CONFIDENTIALITY

- A. Contractor agrees to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.
- C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at iso@dor.ca.gov.
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:

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

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.

3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the five (5) year period, whichever is later.

B. Annual Federal Audit (For Agreements that received Federal Funds \$750,000 and above):

1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with 2 CFR 200.

9. COMPETITIVE BIDDING AND PROCUREMENTS

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

10. USE OF SUBCONTRACTOR(S)

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

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;

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

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

11. POTENTIAL SUBCONTRACTORS

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

12. CONTRACT AMENDMENTS

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

13. SOFTWARE

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

14. THEFT SENSITIVE ITEMS

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

The following items, regardless of cost must be inventoried:

1. Computers/printers
2. Laptops/tablets
3. Copiers/fax
4. Smart phones/cell phones

5. Other items required to provide contract services

15. ATTRIBUTION

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

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

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

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

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

EXHIBIT E

(Standard Agreement - Subvention)

ADDITIONAL PROVISIONS – Federally Funded Agreements

1. FEDERAL REQUIREMENTS

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

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

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

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

4. PROHIBITION ON TAX DELINQUENCY

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

(Franchise Tax Board) https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml,
(Board of Equalization) <http://www.boe.ca.gov/sutax/top500.htm>

5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

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

6. RETURN OF INAPPROPRIATE USE OF FUNDS

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

7. AMERICANS WITH DISABILITIES ACT (ADA)

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

EXHIBIT F
(COOP/Case Services Agreements-Subvention)

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

For Agreements that include **CASH MATCH**:

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

2. INDIRECT COSTS

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. There is no cap on the certified match, however, indirect costs over 40% require a copy of the rate

approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

3. CONTRACT HANDBOOK

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

4. DOR'S CONTRACT MONITORING

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

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

J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:

- Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
- Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
- Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
- Verify that Contract staff provide services only to authorized DOR consumers.

EXHIBIT G -- ADDITIONAL PROVISIONS

STANISLAUS BEHAVIORAL HEALTH & RECOVERY SERVICES MENTAL HEALTH COOPERATIVE CONTRACT

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.
- Submitting Personnel Activity Reports or time reporting documents, supporting documentation, and a list of DOR/SCBHRS clients served as requested by DOR contract administrator at least twice per fiscal year.
- Submit monthly progress reports of each DOR/SCBHRS client. Progress reports should include DOR/SCBHRS client's name and other necessary or required information to document the services provided and individual DOR/SCBHRS client progress in those services. 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.

Attachment 2

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

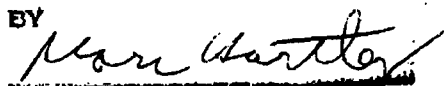
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

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

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

APPROVED AS TO FORM
STANISLAUS COUNTY COUNSEL

BY



Attachment 3

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

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

CERTIFICATION

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

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

APPROVED AS TO FORM
STANISLAUS COUNTY COUNSEL

BY

Mark Hartley

Attachment 4

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

Date: October 17, 2017

2017-568

On motion of Supervisor Olsen Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

Item # *B-6

THE FOLLOWING RESOLUTION WAS ADOPTED:

That Stanislaus County Behavioral Health and Recovery Services Enter Into a Mental Health Cooperative Agreement with the State of California Department of Rehabilitation to Provide Vocational Rehabilitation Services

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 his 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: ELIZABETH A. KING, Clerk
Stanislaus County Board of Supervisors,
State of California



File No.

FULL Name of Corporation or Public Agency

Stanislaus County Behavioral Health and Recovery Services

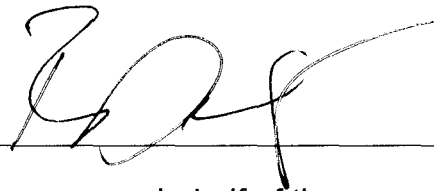
WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges 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

Name/Position of Person Authorized to Sign Agreement

Rick DeGette, MA, MFT

Behavioral Health Director



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.

CERTIFICATION

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.

Address Where Board Meeting Held

1010 10th Street, Suite 6500, Modesto, CA 95354

Date of Board Meeting	Signature of Recording Secretary	Date Signed
October 17, 2017	