

STANDARD AGREEMENT

STD. 213 (Rev 06/03)

AGREEMENT NUMBER

26989

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
El Dorado County Mental Health (Placerville)
2. The term of this Agreement is: **July 1, 2008 -Through- June 30, 2011**
3. The maximum amount of this Agreement is: **\$ 82,503.00** F.Y. 2008/2009, 2009/2010, 2010/2011 - \$27,501.00
Cash Match: F.Y. 2008/2009, 2009/2010, 2010/2011 - \$38,345.00
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:
- | | |
|------------------------------------------------------|------------|
| Exhibit A - Scope of Work | 5 Page(s) |
| Exhibit B - Budget Detail and Payment Provisions | 2 Page(s) |
| Attachment I - Program Budgets and Budget Narratives | 11 Page(s) |

- * Exhibit C - General Terms and Conditions **GTC - 307** **3/28/2007**
- Exhibit D - Special Terms and Conditions 5 Page(s)
- Exhibit E - Additional Provisions 3 Page(s)

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

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

CONTRACTOR

CALIFORNIA
**Department of General
Services**
Use Only

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

El Dorado County Mental Health (Placerville)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

670 Placerville Drive, Billing: 344 Placerville Drive., Ste. 20 Placerville, CA 95667

STATE OF CALIFORNIA

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Douglas J. Sale, Chief, Contracts & Procurement Section

ADDRESS

721 Capitol Mall, Sacramento, CA 95814

Exempt Per _____

**EXHIBIT A
COOPERATIVE CONTRACT
El Dorado County Mental Health Department**

SCOPE OF WORK

I. Introduction

This contract is designed to jointly serve the mutual consumers receiving services from El Dorado County Mental Health Department (EDCMH) and Department of Rehabilitation (DOR). This contract is to serve adults with significant mental illness residing in El Dorado County and receiving services through the EDCMH programs. Vocational services will be provided through a Case Service Contract with Crossroads Diversified Services (CDS). Services will include Vocational Assessment and Employment Services. As defined, this package of services is designed to prepare EDCMH/DOR consumers with the skills necessary to secure and maintain competitive employment in agreement with their Individualized Plan for Employment (IPE). Staff from EDCMH will work closely with the DOR counselor and CDS throughout the referral, eligibility and planning processes to ensure coordinated service provision that will lead to a successful employment outcome. Referrals will be made by EDCMH staff to the DOR Counselor and to CDS upon authorization from DOR Counselor.

In conjunction with the contract but without charge to the contract, El Dorado County Mental Health Department will conduct a workshop to assess the interest and capabilities of an individual Mental Health consumer and assist in making the most appropriate referrals for services through this contract. EDCMH will also provide extended services that are provided jointly between the staff of the CDS and EDCMH. EDCMH will provide follow up services after hire, as needed, but for more extended periods; EDCMH staff will contact the consumer twice monthly, at least once on site after a placement has been made and consumer stabilized on the job. EDCMH Case Managers will contact consumers regularly. Counseling and medication management will be provided as needed. Medication Clinics are available for EDCMH/DOR consumers who need more frequent monitoring. If the EDCMH/DOR consumer should decompensate and need additional job coaching, the DOR Counselor is

notified to consider additional services. These are all services provided by or through EDCMH with no invoicing being done to this contract.

During the fiscal year, there shall be a total of 40 unduplicated consumers who shall receive services under the terms of this agreement. All services, funded directly or provided through the case service contract with Crossroads Diversified Services shall be provided only for those DOR consumers for whom the service(s) have been authorized. As a result of the services provided through this cooperative contract and the associated case service contract with CDS, it is expected that DOR will:

- For Fiscal Year 08-09: Open 30 new cases (status 02); Develop 24 Individualized Plan for Employment (IPE); and Close 13 cases successfully (status 26)
- For Fiscal Year 09-10: Open 32 new cases (status 02); Develop 25 Individualized Plan for Employment (IPE); and Close 14 cases successfully (status 26)
- For Fiscal Year 10-11: Open 34 new cases (status 02); Develop 26 Individualized Plan for Employment (IPE); and Close 15 cases successfully (status 26)

II. Services to be provided

The following vocational services will be provided by CDS under a case service contract.

A . Vocational Assessment:

1. Description of Service

Vocational Assessment services are provided based on the referral requests of the DOR Counselor. The Employment Specialist may assess the consumer's vocational interests, career aspirations, abilities, aptitudes, barriers to employment, effect going to work will have on the consumer's social security benefits and the result this has on the consumer's motivation to work and work needs including accommodations, if any, disability issues, transferable work skills, labor market status, appropriateness of training/educational programs, community support systems, work needs including accommodations, suggestions of potentially viable vocational objectives and additional information as requested by the Counselor. Upon completion of the Vocational Assessment a formal report is prepared and forwarded to the DOR Counselor. For a complete

description of the Vocational Assessment service, see the case service contract.

2. Service Outcomes/Number to be Served

Upon DOR Counselor authorization CDS will provide Vocational Assessment services to:

- For Fiscal Year 08-09: a minimum of 28 consumers. As a result of the Vocational Assessment service, CDS will complete 24 Vocational Assessment reports.
- For Fiscal Year 09-10: a minimum of 30 consumers. As a result of the Vocational Assessment service, CDS will complete 25 Vocational Assessment reports.
- For Fiscal Year 10-11: a minimum of 32 consumers. As a result of the Vocational Assessment service, CDS will complete 26 Vocational Assessment reports.

B. Employment Services:

1. Description of Service

Employment services consists of the following components:

Employment Preparation:

- Participation in a 3-4 day class or individualized session as appropriate
- Completion of a Master Application to document prior work history
- Development of a skills statement & review of dress/grooming standards
- Discussion of interview questions & completion of mock interview
- Training on job search techniques and methods for organizing job search
- Completion of a resume and sample cover letter (as appropriate)

Job Development and Placement and follow-up:

Upon completion of Employment Preparation, the consumer is referred to a Job Developer (JD) to begin their active job search. The JD works cooperatively with the consumer, ES, DOR Counselor and employer to identify appropriate employment opportunities based on the consumer's strengths and needs. Job Development and Placement services will:

- Provide information on specific job openings and submit to consumer
- Reinforce job seeking skills learned during Employment Preparation and during weekly Job Club meetings
- Provide individualized placement services for each consumer
- Assist consumer in securing employment with community employers
- CES staff will contact each consumer in post-placement follow-up services a minimum of two times per month.

For a complete description of Employment Services, see the case service contract.

2. Service Outcomes/Number to be Served

- For Fiscal Year 08-09: a minimum of 24 consumers will receive this service. As a result of the Employment Services, Crossroads will place 16 consumers into employment. Additionally, 13 consumers will be closed 26 by DOR.
- For Fiscal Year 09-10: a minimum of 27 consumers will receive this service. As a result of the Employment Services, Crossroads will place 20 consumers into employment. Additionally, 14 consumers will be closed 26 by DOR.
- For Fiscal Year 10-11: a minimum of 30 consumers will receive this service. As a result of the Employment Services, Crossroads will place 24 consumers into employment. Additionally, 15 consumers will be closed 26 by DOR.

II. Contract Administrator/Program Coordinator

Department of Rehabilitation

Alfonso Nguyen
721 Capital Mall
Sacramento, CA 95814
(916) 558-5307
(916) 558-5303 fax
aknguyen@dor.ca.gov

EDCMH

Debra McCartney
2808 Mallard Lane, Suite B
Placerville, CA 95667
(530) 621-5147
(530) 295-2713 fax
Debra.Mccartney@edcgov.us

IV. Linkages to Other Community Agencies

EDCMH Program staff will have regular contact and ongoing working relationships with the following agencies to increase opportunities for our mutual consumers and avoid duplication of services:

- EDC Department of Human Services
- EDC Department of Public Health
- Women's Center
- Employment Development Department and One Stop
- Upper Room Soup Kitchen
- United Outreach Homeless Shelter
- Gates Recovery and Progress House
- Marshall Hospital and the Community Health Center

V. In Service Training

In-service trainings will be conducted throughout the year on an as needed basis to cross-train in each agency's mission, services, procedures, and professional approaches.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
2. This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this contract for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
4. There are no oral understandings or agreements that are not incorporated in this contract.
5. Either party has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.
6. Exceeding an approved line items within a budget category is allowed provided the exceeded dollar amount does not affect the scope of work and is necessary for the provision of services to DOR clients. However, a budget revision or budget amendment must be submitted if budget changes shall occur.
7. Expenditures cannot be incurred that will exceed the total budget category amount. To move funds between budget categories requires a budget revision. Changes in budget category amounts shall not result in an increase of the total contract amount. Any alterations or variations to the contract must be contained in a written contract budget revision approved by State's Contract Office and/or written contract amendment, approved by the Department of General Services.
8. The Contractor is responsible for monitoring the percentage of time/number of hours devoted by staff on the contract for overall consistency with the contract terms.
9. Prompt Payment. The State of California is obligated to promptly pay all invoices; however, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the State is required to pay vendors a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The vendor does not have to request the late payment. The State will determine and send any late payment to the vendor.
10. Payment of Expenditures (If applicable)

By signing this contract, Contractor certifies under penalty of perjury that the **Service Budget (DOR 801A)** does not contain line items that are, or will be, during the period covered by this contract, reimbursed/paid by another source of funding.

This is a cost reimbursement contract. State will pay the Contractor as invoiced monthly or quarterly as specified in Exhibit E, for Contractor's actual costs to provide services as identified on the **Service Budget (DOR801A)**. For each fiscal year, total funds to be paid shall not exceed the amount specified in the "Service Budget" for that fiscal year. Unexpended funds for a fiscal year shall not be carried over to another fiscal year.

State will not pay contractor for actual costs until the match has been submitted by the (County), as applicable.

11. Certified Expenditure (If applicable)

Contractor shall certify to the State, on a monthly or quarterly basis as specified in Exhibit E, the actual expenditure of Contractor funds for Contractor's cost of operation in the Cooperative program as set forth in the "Cooperative Agency Certified Expenditure Budget Summary." All such expenditures shall be under the administrative supervision of State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the "Cooperative Agency Certified Expenditure Budget Summary."

The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary.

If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the "**Service Budget**" may be reduced after review by the DOR Contract Administrator. State will not pay the Contractor for actual costs claimed on the DOR801B Service Invoice until the certified expenditure summary for the same period has been submitted.

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

12. Cash Match (If applicable)

Each fiscal year, Contractor will pay to State, no less than quarterly, in advance, upon receipt of an invoice from State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. 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 State from Contractor shall be exclusive funds of State.

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".

13. Indirect Costs (If applicable)

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

El Dorado County Mental Health

Program Budget Summary

Fiscal Year 2008-09

July 1, 2008 - June 30, 2009

TOTALS

DOR PROGRAM COSTS (From DOR Program Budget)		\$152,524
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$27,501
<hr/>		
TOTAL PROGRAM COST		\$180,025
Cooperative Agency Share (Cash Match)	21.30%	\$38,345
Total DOR Share	78.70%	\$141,680
<hr/>		
TOTAL BUDGET		\$180,025

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

El Dorado County Mental Health

Program Budget Summary

Fiscal Year 2009-10

July 1, 2009 - June 30, 2010

TOTALS

DOR PROGRAM COSTS
(From DOR Program Budget)

\$152,524

TOTAL PAYMENT BY DOR TO CA
(From Service Budget)

\$27,501

TOTAL PROGRAM COST

\$180,025

Cooperative Agency Share
(Cash Match)

21.30%

\$38,345

Total DOR Share

78.70%

\$141,680

TOTAL BUDGET

\$180,025

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

El Dorado County Mental Health

Program Budget Summary

Fiscal Year 2010-11

July 1, 2010 - June 30, 2011

TOTALS

DOR PROGRAM COSTS (From DOR Program Budget)		\$152,524
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$27,501
<hr/>		
TOTAL PROGRAM COST		\$180,025
Cooperative Agency Share (Cash Match)	21.30%	\$38,345
Total DOR Share	78.70%	\$141,680
<hr/>		
TOTAL BUDGET		\$180,025

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

EL DORADO COUNTY MENTAL HEALTH

DOR Program Budget
Fiscal Year 2008-09
July 1, 2008 - June 30, 2009

0.40

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$101,377	0.40	\$44,151
Case Services (Individual Client Expenses)			\$33,381
SUBTOTAL			\$77,532
Case Service Contract/s to:			
<u>Crossroad Diversified Services</u>			\$74,992
			\$0
			\$0
			\$0
			\$0
TOTAL DOR PROGRAM COST			\$152,524

EL DORADO COUNTY MENTAL HEALTH

DOR Program Budget
Fiscal Year 2009-10
July 1, 2009 - June 30, 2010

0.40

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

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Rehabilitation Counselor	1 FTE = \$101,377	0.40	\$44,151
Case Services (Individual Client Expenses)			\$33,381
SUBTOTAL			\$77,532
Case Service Contract/s to:			
<u>Crossroad Diversified Services</u>			\$74,992
			\$0
			\$0
			\$0
			\$0
TOTAL DOR PROGRAM COST			\$152,524

EL DORADO COUNTY MENTAL HEALTH

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

0.40

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
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Case Services (Individual Client Expenses)			\$33,381
SUBTOTAL			\$77,532
Case Service Contract/s to:			
<u>Crossroad Diversified Services</u>			\$74,992
			\$0
			\$0
			\$0
			\$0
TOTAL DOR PROGRAM COST			\$152,524

Original
 Amendment
 Revision
 Page 1 of 1

Contractor Name and Address: El Dorado County Mental Health 344 Placerville Drive, Ste 20 Placerville, CA 95667		Contract Number: 94-6000511	Federal ID Number: 94-6000511	Effective Date:	Effective Date:
Line No.	Position Title % of Time Expense & Description	Budget Period: 7/1/08-6/30/09	Amount Budgeted	Budget Change	Budget Change
1	PERSONNEL				TOTAL BUDGET
2	Vocational Svcs Care Coord. 40 hr wk week		\$25,001		\$25,001
3					
4					
5					
6					
7					
8					
9					
10					
11					
12	Sub total		\$25,001		\$25,001
13					
14	OPERATING				
15					
16					
17					
18					
19					
20					
21					
22					
23					
24	Sub total				
25	INDIRECT COST		\$2,500		\$2,500
			\$27,501		\$27,501

TOTALS

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

<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment <input type="checkbox"/> Revision		Page <u>1</u> of <u>1</u>
Contractor Name and Address: El Dorado County Mental Health 344 Placerville Drive, Ste 20 Placerville, CA 95667		Federal ID Number: 94-6000511
Position Title % of Time Expense & Description		Effective Date:
Line No.		Budget Change
1	PERSONNEL	
2	Vocational Svcs Care Coord. 40 hr wk week	\$25,001
3		
4		
5		
6		
7		
8		
9		
10		
11		
12	Sub total	\$25,001
13		
14	OPERATING	
15		
16		
17		
18		
19		
20		
21		
22		
23		
24	Sub total	
25	INDIRECT COST	\$2,500
	TOTALS	\$27,501
Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.		Effective Date: Budget Change TOTAL BUDGET

Original
 Amendment
 Revision
 Page 1 of 1

Contractor Name and Address: El Dorado County Mental Health 344 Placerville Drive, Ste 20 Placerville, CA 95667		Contract Number: 94-6000511	Federal ID Number: 94-6000511	Effective Date:	Effective Date:
Line No.	Position Title % of Time Expense & Description	Budget Period: 7/1/10-6/30/11	Amount Budgeted	Budget Change	Budget Change
1	PERSONNEL				TOTAL BUDGET
2	Vocational Svcs Care Coord. 40 hr wk week		\$25,001		\$25,001
3					
4					
5					
6					
7					
8					
9					
10					
11					
12	Sub total		\$25,001		\$25,001
13					
14	OPERATING				
15					
16					
17					
18					
19					
20					
21					
22					
23					
24	Sub total				
25	INDIRECT COST		\$2,500		\$2,500
	TOTALS		\$27,501		\$27,501

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

SERVICE BUDGET NARRATIVE

PERSONNEL

Vocational Services Care Coordinator

Contract Duties:

- Obtains appropriate documentation and evaluation information to assist DOR counselor in determining eligibility for DOR Services
- Provide Outreach and information to DOR, referral sources, EDCMH Programs & Staff, significant others, and other vocational programs regarding available services in the EDCMH/DOR Cooperative Program.
- Plans, conducts and provides individual or group pre-employment support groups for EDCMH/DOR consumers. Benefits counseling regarding social security work incentives.
- Acts as liaison to the Rehabilitation Counselor for DOR/EDCMH consumers in the vocational rehabilitation process
- Coordinates with DOR Counselors to identify needs and services
- Assists/Trains EDCMH/DOR consumers with utilizing public transportation
- Coordinates and participates in DOR/EDCMH Co-op quarterly meetings.
- Schedules and attends DOR consumer-centered staffing with DOR Counselor
- Consults with clinicians/case managers, DOR Counselor, family and board and care staff.
- Acts as liaison between EDCMH clinical staff and DOR Counselors/ community vocational rehabilitation providers for consumers in the vocational rehabilitation process.
- Attends Co-op meetings and trainings.
- Works with DOR to develop community providers of vocational rehabilitation services for cooperative consumers.
- Consults with DOR and CDS

Mental Health Worker

Non-Contract Duties:

- Assists with providing administrative support
- Coordinates and brokerages of mental health services
- Identifies potential and appropriate referrals to DOR
- Prepares application packet that includes a psychiatric summary with a diagnosis and treatment plan

- Conducts soft-skills training and introductory classes to the world of work and pre-screening for vocational services.
- Attends mental health staff meetings
- Provides follow-along placement monitoring for consumers once cases are closed by DOR

Indirect Cost are those allowable costs incurred which support the activities of the program contract but are not directly assigned to the specific program contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget circulars.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **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.

2. **Contract Manual**

Contractor acknowledges that it was provided with and is familiar with the provisions of the Department of Rehabilitation's Contract Manual for Case Services and/or Cooperative Program contracts (DOR Contract Manual) for the Fiscal Year(s) covered under this contract, and it specifically agrees that it will comply with all applicable provisions of the Contract Manual. Contractors are expected to refer to and comply with the DOR Contract Manual. This manual is referenced in the contract and, as such, is a contract document. Match requirements are applicable to Cooperative Programs only.

3. **Settlement of Disputes**

Any dispute concerning performance under the terms of this agreement which is not disposed of within a reasonable period of time by the Contractor and State shall be brought to the attention the local Department of Rehabilitation District Administrator and a designated representative of the contractor for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the State representative shall be available to assist in the resolution by providing advice to both parties as to State of California policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.

4. **Rehabilitation Act**

By signing this contract, Contractor certifies that it shall comply with all provisions of the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.) and applicable federal and state regulations.

Notwithstanding provisions to the contrary, State shall supervise provision of vocational rehabilitation services authorized by the Rehabilitation Act of 1973, as amended, and the State Plan for Vocational Rehabilitation Services.

Client eligibility and scope of services to be provided under the terms of this contract shall be determined by State in accordance with all applicable laws and regulations. Program expenditures and staff providing services under the cooperative arrangement are under the administrative supervision of State.

State shall assign to serve as program staff, State employed vocational rehabilitation case carrying staff, and other personnel required to discharge its functions under the terms of this contract, the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.), and the State Plan for Vocational Rehabilitation Services. This shall include all administrative, supervisory, technical, and consultative services necessary to fulfill State's responsibilities under the terms of this contract.

5. Travel

The Contractor agrees that all travel and per diem paid its employees under this contract shall be at “**actual costs**” and subject to the Department of Personnel Administration designated rates not to exceed those amounts paid to the State's excluded employees. No expense for travel outside of the State of California shall be reimbursed.

6. Personnel Standards

Contractor shall maintain personnel standards in accordance with the Code of Federal Regulations, 34 CFR 361.51(b).

7. Confidentiality

Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by State. Any information obtained by Contractor in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by State.

Contractor agrees to maintain the confidentiality of any information concerning any individual clients it may obtain in the performance of this contract, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)

Contractor agrees to report any security breach or incident involving DOR consumers' personal information to the Department of Rehabilitation's Contract Administrator and Information Security Officer. The Department of Rehabilitation's Information Security Officer can be contacted via e-mail at isoinfo@dor.ca.gov.

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

- 1) Unauthorized disclosure of DOR consumers personal information (as defined in Civil Code Section 1798.39) either physically or electronically by the Contractor or the Contract's assignees.
- 2) Loss of computer equipment or data files, both electronic and hard copy, on which DOR consumers' personal information resides. This includes laptops, disks, DPAs, flash drives, and personal computers.

8. Accounting, Audit Requirements, and Records Retention

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

- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
- Records that identify adequately the source and application of funds for federally sponsored activities.
- Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

- Accounting records including cost accounting records that are supported by source documentation.

Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable Office of Management and Budget Circulars.

Contractor shall provide State's staff access to all Contractor's records and evaluations of individuals referred to the program, with the written consent of the individual.

State shall have the right to conduct inspections and/or audits of Contractor to determine whether expenditures by Contractor were made in compliance with this contract, the Department of Rehabilitation's Contract Manual for the fiscal year(s) covered under this contract and other applicable federal or state statutes and regulations. Contractor agrees that Department of Rehabilitation, State Controller's Office, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review, obtain, and copy all records pertaining to performance of the contract or relevant to determining whether expenditures by Contractor were made in accordance with the contract and applicable laws and regulations. Contractor agrees to provide such auditors with any relevant information requested and shall permit the auditors access to its premises during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to the audit or investigation. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period, whichever is later.

Non-federal entities receiving financial assistance of \$500,000 or more in Federal funds from all sources, either directly from a Federal awarding agency or indirectly from a pass-through entity, are required to have a single or program-specific audit conducted in accordance with Office of Management and Budget **(OMB) A-133, Audits of States, Local Governments, and Non-Profit Organizations**. Non-federal entities that spend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in OMB A-133. Entities required to have an audit under OMB A-133 must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards developed by the Comptroller General, and the OMB Compliance Supplement. Audit reports and any resulting management letters must be submitted within the earlier of 30 days after receipt of the auditor's report, or nine months after the end of the audit period. The reports required by OMB A-133 must be submitted to:

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

Contractor must include in the contract with its independent auditor that the State Department of Rehabilitation, State Controller's Office, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives have the right to inspect and review the independent auditor's workpapers regardless of the type of financial audit performed (financial statement, OMB A-133) upon notice by the Contractor, or upon notice by appropriate State and Federal representatives.

9. Principles and Standards for Determining Allowable Costs, including Requirements for Documenting Personnel Activity Chargeable to the Contract

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

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

Further, documenting and supporting the distribution of personnel activity to the contract is critical. The Contractor agrees to comply with the OMB Circular applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

The Federal Office of Management and Budget (OMB) has established cost principles for determining allowable costs chargeable to Federal awards. The applicable Federal and State laws and regulations, including OMB Circulars, take precedence, **except where the contract is more restrictive.**

The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following:

- 34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 34 CFR 361 – The State Vocational Rehabilitation Services Program
- OMB A-21 – Cost Principles for Educational Institutions
- OMB A-87 – Cost Principles for State, Local, and Indian Tribal Governments
- OMB A-122 - Cost Principles for Non-Profit Organizations
- OMB A-133 – Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above are available for download and review on the Internet at www.whitehouse.gov/omb/circulars.

A copy of Title 34 CFR Part 74 and Part 80 are available for review on the Internet at <http://www.ed.gov/policy/fund/reg/edgarReg/edgar.html>

10. Pattern of Service (Cooperative Agreements Only)

As required by Federal regulations (34 CFR 361.28), the services provided by the Contractor under this contract cannot be the customary or typical services, but rather the services must have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.

11. Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

12. Contract Amendments

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

EXHIBIT E

I. Contract Monitoring and Reporting

EDCMH shall monitor the contract by:

- Submitting 801B service invoice on a monthly basis to DOR
- Ensuring personnel activity reports and consumer list are maintained by contract staff and reflect accurate reporting
- Submitting personnel activity reports, other time allocation documents and accounting records as requested by DOR Contract Administrator
- Submittal of a monthly outcome tracking report to DOR
- Meeting with contract partners to discuss contract progress at least quarterly
- Attendance at quarterly contract meetings
- Preparing and submitting monthly consumer progress reports to the assigned vocational rehabilitation counselor
- Ensuring cash match is paid to DOR according to contract requirements

II. Transportation of DOR Consumers

EDCMH staff will provide transportation assistance to DOR consumers on a case-by-case basis.

EXHIBIT E - ADDITIONAL PROVISIONS

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

- Maintain documentation on all contract activities, including the performance of the contract services, invoice reviews and approvals, monitoring activities, and other contract administration activities.
- Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract, and that the Contractor prepares and maintains adequate documentation to support the services provided.
- Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the contract period are based on actual allowable costs, and that the invoices are current, correct, and timely.
- Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.
- Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice.
- Ensure there are sufficient funds to pay for all services rendered as required by the contract.
- Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this contract. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Contracts only)
- Identify low usage levels and consider partial disencumbrance of contract funds.
- Periodically review personnel activity reports for staff funded by the contract to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB circular.
- Verify that all contract staff are providing services in accordance to their duties specified in the contract, including ensuring that:
 1. Personnel duty statements or a copy of the Contract Budget Narrative/Contract Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the contract.
 2. Verify that job duties, as provided by the contract staff, match contract duty statements and service descriptions.
- Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
- Verify that the contract staffs provide services only to authorized DOR clients. (Case Service Contracts only)
- Review the CAS 170AA report. (Case Service Contracts only)

III. Insurance. Contractor shall furnish to State evidence of insurance as follows. The insurance must be issued by an insurance company acceptable to Department of General Services, Office of Insurance and Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS.

The Certificate of Insurance must include:

A. Commercial General Liability, 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.

B. Automobile Liability must include Any-Auto, Hired-Autos, Non-Owned Autos (as applicable), and any other auto used in performing services under the contract for a minimum of \$1,000,000 combined single limit.

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.

Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

In the event said insurance coverage expires at any time or times during the time of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of DGS, and the contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

C. Prior to award of the contract, the certificate of insurance must include the following provisions stating that:

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