

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

AGREEMENT NUMBER

28555

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

County of Santa Barbara, Dept. of Alcohol, Drug & Mental Health Services

2. The term of this

Agreement is: July 1, 2012 through June 30, 2015

3. The maximum amount

of this Agreement is: \$0.00 Certified Expenditure: \$519,270.00

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	7 pages
Exhibit B - Budget Detail and Payment Provisions	2 pages
Exhibit B.1 - Contractor's Program Budget and Narrative	5 pages
<b>Exhibit C* - General Terms and Conditions</b>	<b>GTC 610 (Dated 06/09/10)</b>
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	6 pages
Exhibit E - Additional Provisions - Federally Funded Agreements	3 pages
Exhibit F - Additional Provisions - Cooperative/Case Service Agreements	3 pages
Exhibit G - Additional Provisions - Contract Monitoring & Transportation	1 page

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

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

**CONTRACTOR**

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

County of Santa Barbara, Dept. of Alcohol, Drug & Mental Health Services

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Ann Detrick, Ph.D., ADMHS Director

ADDRESS

300 N. San Antonio Road, Santa Barbara, CA 93110

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Simone Dumas, Chief, Contracts and Procurement Section

ADDRESS

721 Capitol Mall, 6th Floor, Sacramento, CA 95814

California Department of General  
 Services Use Only

Exempt per: SCM 4.04.5b

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

**SCOPE OF WORK**

**1. PURPOSE**

Subvention: VR Third Party Cooperative/Case Agreements: Cooperative Mental Health  
Santa Barbara County, Dept. of Alcohol, Drug & Mental Health Services

**2. AUTHORITY**

Legislation: Rehabilitation Act of 1973, as amended, Title 1, Parts A and B, Sec. 100-111,  
29 U.S.C. 720-731.

Regulations: 34 CFR 371

Catalog of Federal Domestic Assistance Number: CFDA 84.126A

**3. CONTRACT REPRESENTATIVES**

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

**Department of Rehabilitation**

Antonio A. Ortiz

509 E. Montecito Street

Santa Barbara, CA 93103

(805) 560-8141

[aortiz@dor.ca.gov](mailto:aortiz@dor.ca.gov)

**Santa Barbara County Mental Health**

John R. Truman

500 West Foster Road

Santa Maria, CA 93455

(805) 934-6367

[jtruman@co.santa-barbara.ca.us](mailto:jtruman@co.santa-barbara.ca.us)

**4. DESCRIPTION OF SERVICES/DELIVERABLES**

See Attached - EXHIBIT A.1

**EXHIBIT A.1**  
**COOPERATIVE CONTRACT**  
**Santa Barbara County Department of Alcohol, Drug & Mental  
Health Services**

**SCOPE OF WORK**

**I. Introduction**

The Santa Barbara District of the Department of Rehabilitation (DOR) and Santa Barbara County, Department of Alcohol, Drug and Mental Health Services (ADMHS) shall combine staff and resources to provide vocational rehabilitation services to ADMHS clients who also receive services through the Santa Barbara County Mental Health Cooperative. Through Case Service Contracts funded by this Mental Health Cooperative agreement DOR, Transitions Mental Health Association and Mental Health Association of Santa Barbara County are combining staff and resources to provide Employment Services to persons with severe and persistent mental illness.

ADMHS has redirected two Mental Health Rehabilitation Specialist positions to act as liaisons to DOR and the specified vendors of DOR and who conduct outreach services as needed and requested. These positions will assist the DOR Counselor in the assessment of a client's functional capacities by providing necessary client information in determining eligibility for services. In addition, these positions will provide supportive assistance to a client in order to enhance the probability of successful completion of the Individual Plan for Employment (IPE) and to provide coordination of the Cooperative Program for ADMHS. The Mental Health Rehabilitation Specialists are responsible for assuring that each client referred to the Department of Rehabilitation: 1) has a stable and dependable living arrangement with sufficient funds and support available to maintain residential stability, 2) has a Care Coordination/Service Plan provider for the delivery of basic psychiatric care including medical visits, as well as monitoring and access to emergency psychiatric intervention 3) and has an ADMHS care coordinator

throughout the term of the plan and for a fixed negotiated period thereafter.

ADMHS has also created a Vocational Division Chief, Special Projects position that will be responsible for implementing standardization of Mental Health Cooperative design throughout the county.

Once the client and ADMHS determine that the client is ready for referral to the Department of Rehabilitation, a referral packet containing relevant medical, psychiatric and diagnostic information will be assembled and an appointment will be scheduled with the DOR Rehabilitation Counselor for intake.

ADMHS will supplement the above services by providing psychiatric inpatient/outpatient treatment, medication monitoring, case management services and skill development services for DOR Cooperative clients.

Department of Rehabilitation will determine eligibility and functional limitations, assist a client to develop an Individual Plan for Employment, provide vocational counseling, and provide services and service coordination that will lead to a successful employment outcome.

The Santa Barbara County Mental Health Cooperative will serve DOR applicants/clients from the Santa Barbara District at DOR offices in the cities of Santa Barbara and Santa Maria and at ADMHS clinics in the same cities and Lompoc.

A. The total number of applicants/clients (unduplicated clients) served during FY 2012-2013 by the Santa Barbara County Mental Health Cooperative is projected to be 200. Of the 200 unduplicated clients to be served 30 will be referred to Transitions Mental Health Association or Mental Health Association of Santa Barbara County for Employment Services.

The total number of applicants/clients (unduplicated clients) served during FY 2013-2014 by the Santa Barbara County Mental Health Cooperative is projected to be 200. Of the 200

unduplicated clients to be served 30 will be referred to Transitions Mental Health Association or Mental Health Association of Santa Barbara County for Employment Services.

The total number of applicants/clients (unduplicated clients) served during FY 2014-2015 by the Santa Barbara County Mental Health Cooperative is projected to be 200. Of the 200 unduplicated clients to be served 30 will be referred to Transitions Mental Health Association or Mental Health Association of Santa Barbara County for Employment Services.

**B.** As a result of the services provided under this contract, it is expected that DOR will serve during Fiscal Year 2012-2013:

- Open **100** new cases (status 02)
- Develop **75** new IPE's
- Close **30** cases successfully (Status 26)

As a result of the services provided under this contract, it is expected that DOR will serve during Fiscal Year 2013-2014:

- Open **100** new cases (status 02)
- Develop **75** new IPE's
- Close **30** cases successfully (Status 26)

As a result of the services provided under this contract, it is expected that DOR will serve during Fiscal Year 2014-2015:

- Open **100** new cases (status 02)
- Develop **75** new IPE's
- Close **30** cases successfully (Status 26)

## **II. Services to be Provided**

### **A. Cooperative Program Auxiliary Services (ADMHS)**

#### **1. Description of Services**

To act as liaison to Department of Rehabilitation and Community-Based Organization Providers (Transitions Mental Health Association and Mental Health Association of Santa Barbara County, UCP Work, Inc.), to assist the DOR counselor by providing necessary client information (medical, psychiatric and diagnostic), to provide supportive assistance to the client in the successful completion of an IPE and to participate in case conferences regarding Mental Health Cooperative Clients. The Mental Health Rehabilitation Specialists will perform this service plus providing Mental Health Cooperative outreach services as needed and requested.

#### **2. Service Outcomes/Number to be Served**

As a result of the delivery of Cooperative Program Auxiliary Services ADMHS staff will provide client information to the DOR Counselor on **100** new status 02 DOR clients. In addition, ADMHS will provide liaison services to **30** Mental Health Cooperative clients receiving services from the Case Service Contract agency and will provide supportive assistance to 200 clients of the program to assist in the successful completion of IPE's.

### **B. Employment Services (Transitions Mental Health Association)**

#### **1. Description of Services**

- a. DOR clients receiving Employment Services will (1) participate in career exploration with Transitions Mental Health Association staff which includes surveying potential jobs and interviewing employers; (2) work on barriers and

fears of returning to work which will include exercises and one-on-one discussion; (3) create resumes, do mock interviews and work on professional appearance; (4) individual competitive job placement as appropriate in the community.

## **2. Service Outcomes/Number to be Served**

- It is estimated that the DOR counselor for Employment Services in FY 2012/2013 will refer a total of 15 unduplicated DOR clients. It is expected that 9 DOR clients will achieve a successful outcome of this service. (For description of methodology see relevant Case Service Contract).
- It is estimated that the DOR counselor for Employment Services in FY 2013/2014 will refer a total of 15 unduplicated DOR clients. It is expected that 9 DOR clients will achieve a successful outcome of this service. (For description of methodology see relevant Case Service Contract).
- It is estimated that the DOR counselor for Employment Services in FY 2014/2015 will refer a total of 15 unduplicated DOR clients. It is expected that 9 DOR clients will achieve a successful outcome of this service. (For description of methodology see relevant Case Service Contract).

## **C. Employment Services (Mental Health Association in Santa Barbara County)**

### **1. Description of Services**

- a. DOR clients receiving Employment Services will (1) participate in career exploration with Mental Health Association of Santa Barbara County staff which includes surveying potential jobs and interviewing employers; (2) work on barriers and fears of returning to work which will include exercises and one-on-one discussion; (3) create resumes, do mock interviews and work on professional appearance; (4) individual competitive job placement as appropriate in the community.

## **2. Service Outcomes/Number to be Served**

- It is estimated that the DOR counselor for Employment Services in FY 2012/2013 will refer a total of 15 unduplicated DOR clients. It is expected that 9 DOR clients will achieve a successful outcome of this service. (For description of methodology see relevant Case Service Contract).
- It is estimated that the DOR counselor for Employment Services in FY 2013/2014 will refer a total of 15 unduplicated DOR clients. It is expected that 9 DOR clients will achieve a successful outcome of this service. (For description of methodology see relevant Case Service Contract).
- It is estimated that the DOR counselor for Employment Services in FY 2014/2015 will refer a total of 15 unduplicated DOR clients. It is expected that 9 DOR clients will achieve a successful outcome of this service. (For description of methodology see relevant Case Service Contract).

### **Department of Rehabilitation**

Antonio Ortiz  
509 E. Montecito Street  
Santa Barbara, Ca. 93103  
T. (805) 560-8141  
F. (805) 560-8165  
[aortiz@dor.ca.gov](mailto:aortiz@dor.ca.gov)

### **Alcohol, Drug & Mental Health Services**

John R. Truman  
500 West Foster Road  
Santa Maria, Ca. 93455  
T. (805) 934-6367  
F. (805) 934-6381  
[jtruman@co.santa-barbara.ca.us](mailto:jtruman@co.santa-barbara.ca.us)

## **IV. Linkages to Other Community Agencies**

UCP Work Inc., Transitions Mental Health Association and Mental Health Association of Santa Barbara County(Santa Barbara), PathPoint, Inc., Life Options, Vocational and Resource Center (Lompoc) and VTC Enterprises (Santa Maria) will provide Supported Employment/Transitional Employment Services for Mental Health Cooperative clients referred by the Department of Rehabilitation. In addition, Transitions Mental Health Association



and Mental Health Association of Santa Barbara County will provide Employment Services.

#### **V. In-Service Training**

The Mental Health Rehabilitation Specialists and the Mental Health Cooperative Rehabilitation Counselors have been active in educating mental health staff about the Department of Rehabilitation and vocational rehabilitation issues. Department of Rehabilitation staff in addition to becoming "part of the team" by attendance at mental health staff meetings has attended in-service training regarding mental health issues sponsored by ADMHS. Two meetings a year will be held with all Mental Health Cooperative partners with the express purpose of providing cross training on each agency's mission, goals, services and procedures and program review.

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

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

**A. Zero Dollar Payment of Expenditure with Match**

This is a zero dollar payment of expenditure cooperative agreement which includes Cash Match, Certified Expenditure Match or both. The attached Program Budget and Match Summary identifies the amount and the source of the partner share.

**B. Appropriate Match**

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

**C. Claim Adjustments**

1. Surplus funds from a given 801B 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 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 cash match with a maximum not to exceed \$100,000 for all budget years as long as there is neither an increase nor decrease of the total annual Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line items salary ranges and percentage of time are projects and are subject to change based on actual costs. Claim adjustments are allowable as long as the annualized total line items costs do not exceed what is allowed in Item 1 above.

**D. 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 Department of Personnel Administration (DPA) designated rates for excluded employees. ([www.dpa.ca.gov](http://www.dpa.ca.gov)). 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 purpose, destinations, dates of travel, proof of actual receipts and payments for travel costs, i.e., lodging/mileage, and per diem costs in support of travel expenditures.

## **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.

Santa Barbara County Department of Alcohol, Drug & Mental Health Services

**Program Budget and Match Summary**  
**July 1, 2012 - June 30, 2015**

	FY 2012/13 <u>TOTALS</u>	FY 2013/14 <u>TOTALS</u>	FY 2014/15 <u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$501,130	\$501,130	\$501,130
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$0	\$0	\$0
<b>TOTAL FEDERAL COSTS</b>	<b>\$501,130</b>	<b>\$501,130</b>	<b>\$501,130</b>
Certified Match (If applicable)	\$173,090 25.67%	\$173,090 25.67%	\$173,090 25.67%
Total Federal Share	\$501,130 74.33%	\$501,130 74.33%	\$501,130 74.33%
Cash Match (If applicable)	\$0 0%	\$0 0%	\$0 0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
<b>TOTAL STATE MATCH</b>	<b>\$173,090</b>	<b>\$173,090</b>	<b>\$173,090</b>

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

<b>This Section For DOR Use Only</b>			
	Year 1	Year 2	Year 3
Certified match minimum contribution amount at 25%	\$167,043	\$167,043	\$167,043
Cash match minimum contribution amount at 21.3%	\$106,741	\$106,741	\$106,741

Co. of Santa Barbara, Dept. of Alcohol, Drug & Mental Health

**DOR Program Budget**  
**July 1, 2012 - June 30, 2015**

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FY 2012/13 TOTAL</u>	<u>FY 2013/14 TOTAL</u>	<u>FY 2014/15 TOTAL</u>
Rehabilitation Team Unit 1 FTE = \$110,377	Units	2.00	2.00	2.00
		\$220,754	\$220,754	\$220,754
Case Services (Individual Consumer Expenses)		146,376	146,376	146,376
	<b>SUBTOTAL</b>	<b>\$367,130</b>	<b>\$367,130</b>	<b>\$367,130</b>
Case Service Contract(s):				
<u>Transitions Mental Health Association</u>		\$67,000	\$67,000	\$67,000
<u>Mental Health Association in Santa Barbara</u>		\$67,000	\$67,000	\$67,000
<u> </u>				
<u> </u>				
<u> </u>				
<b>TOTAL DOR PROGRAM COST</b>		<b>\$501,130</b>	<b>\$501,130</b>	<b>\$501,130</b>

**COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET**

July 1, 2012 - June 30, 2015

Contractor Name and Address		Fiscal Year 2012/13			Fiscal Year 2013/14			Fiscal Year 2014/15		
		Annual Salary	Annual Percent FTE	Annual Amount Certified	Annual Salary	Annual Percent FTE	Annual Amount Certified	Annual Salary	Annual Percent FTE	Annual Amount Certified
County of Santa Barbara Department of Alcohol, Drug & Mental Health 300 N. San Antonio Road Santa Barbara, CA 93110		Cooperative agency agrees it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds.								
<b>PERSONNEL - Position Title &amp; Time Base</b>										
Voc Rehabilitation Specialist		\$182,470.00	75%	\$136,853	\$182,470.00	75%	\$136,853	\$182,470.00	75%	\$136,853
Vocational Division Manager-Special Projects		\$157,418.00	5%	\$7,871	\$157,418.00	5%	\$7,871	\$157,418.00	5%	\$7,871
<b>PERSONNEL Subtotal</b>				\$144,724			\$144,724.0			\$144,724.00
<b>OPERATING EXPENSES</b>										
<b>Operating Subtotal</b>										
<b>Personnel and Operating Subtotal</b>				\$144,724.00			\$144,724.00			\$144,724.00
<b>Indirect Cost Percentage</b>				19.60%			19.60%			19.60%
<b>Indirect Cost Total</b>				\$28,365.90			\$28,365.90			\$28,365.90
<b>TOTAL EXPENDITURES "CERTIFIED"</b>				\$173,090			\$173,090			\$173,090

## CERTIFIED EXPENDITURE BUDGET NARRATIVE

### **Santa Barbara County Department of Alcohol, Drug and Mental Health Services**

The following personnel will be assigned to the Santa Barbara County Department of Alcohol, Drug and Mental Health Services with the concurrence of the DOR District Administrator. These personnel will function for a specified portion of their time in a Vocational Rehabilitation role, and DOR will certify their time for use for federal matching purposes (see Santa Barbara County Department of Alcohol, Drug and Mental Health Services Certified Budget Summary). This role will involve the provision of specific Vocational Rehabilitation services that are other than the traditional personnel roles/services of Santa Barbara County Department of Alcohol, Drug and Mental Health. In order to identify the difference in function between their mental health role and their vocational rehabilitation role, the following comparisons are made between their traditional and new duties (which constitute a "new pattern of service").

### **Santa Barbara County Department of Alcohol, Drug & Mental Health Services**

The following Mental Health Positions will be assigned:

#### Traditional Mental Health Functions

#### Cooperative Program Functions

#### **Mental Health Rehabilitation Specialist**

Provides case management services to assigned clients. Liaison to 24-hour residential programs. Attends Residential Treatment Systems meetings and other case conference meetings.

#### **Vocational Rehabilitation Specialist**

Liaison to Department of Rehabilitation and contract providers (Life Options, Vocational and Resource Center, Work Training Program, UCP Work, Inc., VTC Enterprises), assist DOR counselor by providing necessary client information to assist the counselor in determining DOR eligibility, provides supportive assistance to a client and DOR counselor in the successful

completion of an IPE, develops employment resources for DOR clients, develops and participates in cross-training opportunities and participates in case conferences regarding cooperative clients.

**Mental Health Division Chief,  
Special Projects**

Provides administrative direction to Mental Health Service Act Housing & Partners In Hope programs. Responsible for implementing program design for supportive housing services and peer/family recovery-based services.

**Vocational Division Manager,  
Special Projects**

Provides administrative direction of Mental Health Cooperative Program at ADMHS Department. Responsible for providing program guidance to Program Manager, Vocational Services of three ADMHS Adult Clinics.



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

**SPECIAL TERMS AND CONDITIONS**

**1. NOTIFICATION**

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

**2. DISPUTES**

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

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

**3. RIGHT TO TERMINATE**

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

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

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference

pursuant to this agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

## 5. INSURANCE REQUIREMENTS

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

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

The **endorsement** must be supplied under a form acceptable to the DGS Office of Risk and Insurance Management.

B. 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.

C. Automobile Liability – 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.

## 6. CONFLICT OF INTEREST

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

## 7. CONFIDENTIALITY

- A. Contractor agrees that any report or material created during the performance of this agreement will not be released to any source except as required by this agreement or otherwise authorized by DOR.
- B. Contractor agrees that any information obtained in the performance of this agreement is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- C. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this agreement and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)
- D. Contractor agrees to report any security breach or information security incident involving DOR consumers' personal information to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at [isoinfo@dor.ca.gov](mailto:isoinfo@dor.ca.gov).
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
  - 1. Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.

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

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

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

1. The 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 2 CFR Part - 220, 225, 230 (OMB Circulars).
2. Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.
3. Contractor shall provide State's staff access to all Contractor records and evaluations of individuals referred to the program.

4. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this agreement and other applicable federal or state statutes and regulations.
5. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the agreement, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation.
6. Contractor agrees to include a provision in its independent auditor agreement that allows DOR, when conducting an audit, access to any audit materials, information, and reports in support of the Contractor's "Independent Auditor Report".
7. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period whichever is later. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

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

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

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

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

## **9. COMPETITIVE BIDDING AND PROCUREMENTS**

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this agreement.
- 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 of \$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. 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.

## **11. 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 is necessary to the successful accomplishment of the general scope of work outlined, an amendment to the agreement is required.

## **12. 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

## EXHIBIT E

### (Standard Agreement - Subvention)

#### ADDITIONAL PROVISIONS – Federally Funded Agreements

##### 1. FEDERAL REQUIREMENTS

- A. The Federal Office of Management and Budget (OMB) has established unified administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following, except where the agreement is more restrictive.
- 2 CFR Part 215/34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
  - 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
  - 2 CFR Part 220 (OMB A-21) - Cost Principles for Educational Institutions
  - 2 CFR Part 225 (OMB A-87) - Cost Principles for State, Local, and Indian Tribal Governments
  - 2 CFR Part 230 (OMB A-122) - Cost Principles for Non-Profit Organizations
  - OMB A-133 - Audits of States, Local Governments, and Non-Profit Organizations

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

##### 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**

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

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

- 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:

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

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

Regulation: 34 CFR part 100.

Subject: Discrimination on the basis of sex

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

Regulations: 34 CFR part 106.

Subject: Discrimination on the basis of handicap.

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

Regulation: 34 CFR part 104handicap.

Subject: Discrimination on the basis of age.

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

Regulation: 34 CFR part 110

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

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

**EXHIBIT F**  
**(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 or quarterly basis, as specified in Exhibit G, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations and OMB circulars. 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 (DOR 801A) may be reduced after review by the DOR Contract Administrator. The State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.
- C. Contractor contributions, including any excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary", will be used by the State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

For Agreements that include **CASH MATCH**:

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

## **2. INDIRECT COSTS**

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

## **3. CONTRACT HANDBOOK**

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

## **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 actual allowable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.

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

## **EXHIBIT G ADDITIONAL PROVISIONS**

### **1. Contract Monitoring and Reporting Progress**

#### **The Contractor shall:**

- Submit monthly Certified time documents
- Submit monthly progress reports to the assigned DOR Counselors
- Track and have available on request time allocation documents
- Submit Personnel Activity Reports or time reporting documents as requested by DOR Contract Administrator
- Meet with DOR Contract Administrator and program staff to discuss contract progress on bi-annual basis

### **2. Transportation of DOR Clients**

ADMHS will not provide transportation to DOR clients.