

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

AGREEMENT NUMBER
29602
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, 2015 through June 30, 2018

3. The maximum amount of this Agreement is: \$0.00 Certified Expenditure \$519,267.00



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

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

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

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
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 Dr. Alice Gleghorn, Ph.D. Director		
ADDRESS 300 N. San Antonio Road, Santa Barbara, CA 93110		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Department of Rehabilitation		<input type="checkbox"/> Exempt per:
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		

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

**1. PURPOSE**

Subvention: VR Third Party Cooperative/Case Service Agreements:

**2. AUTHORITY**

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

Regulations: 34 CFR 369.2 (b)

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

**3. CONTRACT REPRESENTATIVES**

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

<u>Department of Rehabilitation</u> Karen Hicks or designee 509 E. Montecito Street Santa Barbara, CA 93103 (805) 560-8141 (805) 560-8165 fax Karen.kicks@dor.ca.gov	<u>County of Santa Barbara Department of Alcohol, Drug &amp; Mental Health Services</u> Cuco Rodriguez 300 N. San Antonio Road Santa Barbara, CA 93110 (805) 681-4505 (805) 403-6228 fax cucorodriguez@co.santa-barbara.ca.us
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**4. DESCRIPTION OF SERVICES/DELIVERABLES**

See attached program description - EXHIBIT A.1

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

**COOPERATIVE CONTRACT  
COUNTY OF SANTA BARBARA  
DEPARTMENT OF ALCOHOL, DRUG & MENTAL HEALTH SERVICES**

**SCOPE OF WORK**

**I. INTRODUCTION**

The Santa Barbara District of the Department of Rehabilitation (DOR) and County of Santa Barbara 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 in 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 Vocational Assessment of a client's functional capacities by providing necessary client information in determining eligibility for services. In addition, these positions will provide Personal, Vocational, Social Adjustment (PVSA) services 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 Manager 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, signed consent to release forms, 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 level of significance of disability, 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 2015-2016 by the Santa Barbara County Mental Health Cooperative is projected to be 200. Of the 200 unduplicated clients to be served

- 15 will be referred to Transitions Mental Health Association
- 30 will be referred to Mental Health Association in Santa Barbara County for Employment Services.

The total number of applicants/clients (unduplicated clients) served during FY 2016-2017 by the Santa Barbara County Mental Health Cooperative is projected to be 200. Of the 200 unduplicated clients to be served

- 15 will be referred to Transitions Mental Health Association
- 30 will be referred to Mental Health Association in Santa Barbara County for Employment Services.

The total number of applicants/clients (unduplicated clients) served during FY 2017-2018 by the Santa Barbara County Mental Health Cooperative is projected to be 200. Of the 200 unduplicated clients to be served

- 15 will be referred to Transitions Mental Health Association
- 30 will be referred to Mental Health Association in Santa Barbara County for Employment Services.

B. As a result of the services provided under this contract, it is expected during Fiscal Year 2015-2016, DOR will:

- Open 100 new cases
- Develop 75 new IPE's
- Close 30 cases successfully

As a result of the services provided under this contract, it is expected during Fiscal Year 2016-2017, DOR will:

- Open 100 new cases
- Develop 75 new IPE's
- Close 30 cases successfully

As a result of the services provided under this contract, it is expected during Fiscal Year 2017-2018, DOR will:

- Open 100 new cases
- Develop 75 new IPE's
- Close 30 cases successfully

## II. SERVICES TO BE PROVIDED

### A. Vocational Assessment

#### 1. Description of Services

##### DEFINITION:

Vocational Assessment Services provided to a DOR client by an ADMHS Vocational Rehabilitation Specialist are limited in scope and short in duration. Services assess basic information about a DOR client's current educational and vocational levels, abilities, and interests. Assessment materials or questionnaires are not reflective of standardized tests, and are developed by the ADMHS. ADMHS Vocational Rehabilitation Specialists will seek information through enhanced vocational questionnaire(s), motivational interviewing, and review of collateral information and prepare a report based on this information to assist with IPE development. Vocational Assessment Services includes Mental Health team coordination to resolve work barriers and identify needed supports. Extensive occupational options or labor market analyses are not included in this service.

Vocational Assessment Services provides information to a DOR client/applicant and DOR SVRC/QRP that assist in assessing the nature and scope of DOR services to be provided and the development of the IPE.

Upon completion of the Vocational Assessment service ADMHS Vocational Rehabilitation Specialists will provide the DOR SVRC/QRP recommendations for services and supports necessary to insure a successful employment outcome. This may include answers about employability questions requested by the referring DOR counselor and assists with information leading to the development or modification of rehabilitation services.

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

During FY 2015/2016, it is expected that 70 DOR clients will receive Vocational Assessment services

During FY 2016/2017, it is expected that 70 DOR clients will receive Vocational Assessment services

During FY 2017/2018, it is expected that 70 DOR clients will receive Vocational Assessment services

### B. Personal, Vocational, Social Adjustment (PVSAI)

#### 1. Description of Services

##### DEFINITION:

Personal, Vocational, Social Adjustment (PVSA) services are provided to a DOR client by ADMHS the Vocational Rehabilitation Specialists to assist in development or re-establishing skills, attitudes, personal characteristics, interpersonal skills, work behaviors, and functional capacities to achieve and maintain positive employment outcomes. This service will address one or more barriers that are preventing a client from successfully completing

his/her DOR Individualized Plan for Employment (IPE). PVSA services are time-limited, individualized, and provided in the most appropriate environment.

PVSA services most often occur prior to job placement. However, services may be appropriate after placement when an individual demonstrates behaviors that are job threatening. PVSA services may be provided to ensure job retention.

PVSA targets the elimination/reduction of identified barriers to employment and may include, but are not limited to, issues such as:

- Appropriate workplace interaction

- Grooming and hygiene as related to work

- Work habits and attitudes such as attendance, punctuality, phoning in if ill, returning promptly from breaks and lunch

Upon completion of an intake Santa Barbara ADMHS Vocational Rehabilitation Specialists will meet with the DOR consumer to develop an Individual Service Plan (ISP) which will include:

- Areas to be addressed

- Proposed training activities

- Proposed outcomes (measurable)

- Schedule / Timeline for completion

- Staff responsible

Monthly Progress reports will be provided that identifies progress made towards goals and objectives, including the extent to which goals and objectives were met related to the provision of PVSA services.

## 2. Service Outcomes/Number to be Served

During FY 2015/2016, it is expected that 100 DOR clients will receive PVSA services

During FY 2016/2017, it is expected that 100 DOR clients will receive PVSA services

During FY 2017/2018, it is expected that 100 DOR clients will receive PVSA services

## C. Employment Services (Transitions Mental Health Association)

### 1. Description of Services

The four specific components of Employment Services provided by Transitions Mental Health Association include:

- Upon referral, TMHA Vocational Specialist will meet with the DOR client to complete an Employment Services Intake

- TMHA Vocational Specialist and DOR client will participate in Employment Preparation activities as guided by the ISP

- TMHA Vocational Specialist and the DOR client will collaborate in Job Development and Placement activities as guided by the ISP

- >- Upon DOR consumer acceptance of employment of a job that is consistent with the IPE goal and meets the needs for hours, wages, and benefits, TMHA Vocational Specialist will provide at least 90 days of Employment Retention activities

For description of methodology see relevant Case Service Contract.

## 2. Service Outcomes/Number to be Served

It is estimated that the DOR counselor for Employment Services in FY 2015/2016 will refer a total of 15 DOR clients. It is expected that:

- 15 DOR clients will receive Intakes
- 14 DOR clients will receive Employment Preparation Services, eight
- 8 DOR clients will receive Job Development Services
- 8 DOR clients will be placed in competitive employment consistent with their IPE goal
- 6 DOR clients will achieve a successful outcome of this service.

It is estimated that the DOR counselor for Employment Services in FY 2016/2017 will refer a total of 15 DOR clients. It is expected that

- 15 DOR clients will receive Intakes
- 14 DOR clients will receive Employment Preparation Services
- 8 DOR clients will receive Job Development Services
- 8 DOR clients will be placed in competitive employment consistent with their IPE goal
- 6 DOR clients will achieve a successful outcome of this service.

It is estimated that the DOR counselor for Employment Services in FY 2017/2018 will refer a total of 15 DOR clients. It is expected that

- 15 DOR clients will receive Intakes
- 14 DOR clients will receive Employment Preparation Services
- 8 DOR clients will receive Job Development Services
- 8 DOR clients will be placed in competitive employment consistent with their IPE goal
- 6 DOR clients will achieve a successful outcome of this service.

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

### 1. Description of Services

The four specific components of Employment Services provided by Mental Health Association in Santa Barbara include:

- >- Upon referral, Mental Health Association Employment Services Manager will meet with the DOR client to complete an Employment Services Intake
- >- Mental Health Association Employment Services Manager and/or Employment Specialist and DOR client will participate in Employment Preparation activities as guided by the ISP
- >- Mental Health Association Employment Services Manager and/or Employment Specialist and the DOR client will collaborate in Job Development and Placement activities as guided by the ISP

Upon DOR consumer acceptance of employment of a job that is consistent with the IPE goal and meets the needs for hours, wages, and benefits, Mental Health Association Employment Services Manager will provide at least 90 days of Employment Retention activities

## 2. Service Outcomes/Number to be Served

It is estimated that the DOR counselor for Employment Services in FY 2015/2016 will refer a total of 30 DOR clients. It is expected that:

- 30 DOR clients will receive Intakes
- 28 DOR clients will receive Employment Preparation Services
- 12 DOR clients will receive Job Development Services
- 12 DOR clients will be placed in competitive employment consistent with their IPE goal
- 8 DOR clients will achieve employment resulting in a successful closure.

It is estimated that the DOR counselor for Employment Services in FY 2016/2017 will refer a total of 30 DOR clients. It is expected that:

- 30 DOR clients will receive Intakes
- 28 DOR clients will receive Employment Preparation Services
- 12 DOR clients will receive Job Development Services
- 12 DOR clients will be placed in competitive employment consistent with their IPE goal
- 8 DOR clients will achieve a successful outcome of this service.

It is estimated that the DOR counselor for Employment Services in FY 2017/2018 will refer a total of 30 DOR clients. It is expected that:

- 30 DOR clients will receive Intakes
- 30 DOR clients will receive Employment Preparation Services
- 14 DOR clients will receive Job Development Services
- 14 DOR clients will be placed in competitive employment consistent with their IPE goal
- 10 DOR clients will achieve a successful outcome of this service.

### III. CONTRACT ADMINISTRATOR/PROGRAM COORDINATOR

#### Department of Rehabilitation

Karen Hicks  
509 E. Montecito Street  
Santa Barbara, Ca. 93103  
T. (805) 560-8141  
F. (805) 560-8165  
khicks@dor.ca.gov

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

Cuco Rodriguez  
300 N. San Antonio Road  
Santa Barbara, Ca. 93110  
T. (805) 681-4505  
F. (805) 403-6228  
cucorodriguez@co.santa-barbara.ca.us



#### **IV. LINKAGES TO OTHER COMMUNITY AGENCIES**

County of Santa Barbara Department of Alcohol, Drug, and Mental Health Services Cooperative Program has regular contact and ongoing working relationships with the following agencies to increase opportunities for DOR clients and avoid duplication of services:

UCP Work, Inc.  
Transitions Mental Health Association  
Mental Health Association in Santa Barbara  
Life Options  
Vocational and Resource Center (Lompoc)  
VTC Enterprises (Santa Maria)  
Goodwill (Lompoc)  
PathPoint (Santa Maria)  
Work Inc. (Santa Barbara)

#### **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 that will include cross training on each agency's mission, goals, services and procedures and program review.

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

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

**A. Service Budget Payment of Expenditure**

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

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

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

Compensation and Government Claims Board, where approval to pay is not guaranteed.

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

### C. Appropriate Expenditures

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

### D. Invoice Claim Adjustments

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

### E. Budget Contract Amendments

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

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

## **F. Travel Reimbursements**

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

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

## **2. BUDGET CONTINGENCY CLAUSE**

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

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

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

## **4. PROMPT PAYMENT CLAUSE**

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

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

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

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

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

## **6. ACCOUNTING SYSTEM REQUIREMENTS**

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

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

**Program Budget and Match Summary**  
**July 1, 2015 - June 30, 2018**

	FY 7/1/2015 to 6/30/2016  <b>TOTALS</b>	FY 7/1/2016 to 6/30/2017  <b>TOTALS</b>	FY 7/1/2017 to 6/30/2018  <b>TOTALS</b>
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)	173,089 25.67%	173,089 25.67%	173,089 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>\$173,089</b>	<b>\$173,089</b>	<b>\$173,089</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%	\$106,747	\$106,747	\$106,747

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

DOR Program Budget  
July 1, 2015 - June 30, 2018

ITEM	FTE EXPENDITURE	FY 7/1/2015	FY 7/1/2016	FY 7/1/2017
		to 6/30/2016 TOTAL	to 6/30/2017 TOTAL	to 6/30/2018 TOTAL
Rehabilitation Team Unit 1 FTE = \$110,377	Units	<u>2.00</u>	<u>2XJ0</u>	<u>2.00</u>
		\$220,754	\$220,754	\$220,754
Case Services (Individual Consumer Expenses)		<u>79,376</u>	<u>79,376</u>	<u>79,376</u>
	SUBTOTAL	\$300,130	\$300,130	\$300,130
Case Service Contract(s):				
<del>Mental Health Association in SB County</del>		<u>\$134,000</u>	<u>\$134,900</u>	<u>\$134,090</u>
<del>Transitions Mental Health Association</del>		<u>\$0,710,000</u>	<u>1: 67,000</u>	<u>11 1,610,000</u>
<b>TOTAL DOR PROGRAM COST</b>		\$501,130	\$501,130	\$501,130





**CERTIFIED EXPENDITURE BUDGET NARRATIVE**  
**COUNTY OF SANTA BARBARA**  
**ALCOHOL, DRUG AND MENTAL HEALTH SERVICES**

The following personnel will be assigned to the County of Santa Barbara Alcohol, Drug and Mental Health Services (ADMHS) 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 ADMHS Certified Budget Summary). This role will involve the provision of specific Vocational Rehabilitation services that are other than the traditional personnel roles/services of ADMHS. 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").

**BENEFITS:**

Benefits paid for the employee such as FICA, Medicare, Unemployment Coverage, Workers' Compensation Insurance, Medical Insurance and Retirement plan.

Unemployment	2.5%
<i>WIG</i>	2.5%
Social Security Tax	6.5%
Medicare Tax	1.45%

Medical Insurance base on actual rates, times percentage work for the program. Retirement Plan is 33.23% of Salaries/WaQeS times the percentage work for the program

**PERSONNEL:**

The following Mental Health Positions will be assigned:

Traditional Mental Health 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.

Cooperative Program Functions

**Vocational Rehabilitation Specialist**

Liaison to Department of Rehabilitation, provides Vocational Assessment services and necessary client information to assist the counselor in determining DOR eligibility, provides supportive PVSA assistance to assist 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.

Traditional Mental Health Functions

**Division Chief, Administrative Services**

Provides administrative oversight and management staff supervision to Human Resources, Facilities & Safety, Quality Assurance/Utilization Review, Medical Records, Contracts and Administrative Office. Represent Administrative Services Division in meetings with Fiscal and Programs Divisions. Authorize Purchase Orders related to Contract providers.

Cooperative Program Functions

**Vocational Division Manager, Special Projects**

Provides administrative direction of Mental Health Cooperative Program at ADMHS Department. Responsible for providing program guidance to Vocational Rehabilitation Specialists.

**INDIRECT COST:**

The indirect cost rate is defined by the County of Santa Barbara Office of the Auditor-Controller. The indirect cost rate established for Alcohol and Drug Programs (Fund 0049)- Grant Reporting is 57.58%, however we are only certifying 19.60%.

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS (GTC 610)

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

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

**SPECIAL TERMS AND CONDITIONS**

**1. NOTIFICATION & COMPLIANCE**

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

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

**2. DISPUTES**

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

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

**3. RIGHT TO TERMINATE**

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of

the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

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

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

#### 5. INSURANCE REQUIREMENTS

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

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

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

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

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

passengers or more the certificate of insurance shall state a limit of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined.

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

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

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

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

## 6. CONFLICT OF INTEREST

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

## 7. CONFIDENTIALITY

- A. Contractor agrees that any report or material created during the performance of this Agreement will not be released to any source except as required by this Agreement or otherwise authorized by DOR.
- B. Contractor agrees that any information obtained in the performance of this Agreement is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- C. Contractor agrees to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).

- D. Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at [iso@dor.ca.gov](mailto:iso@dor.ca.gov).
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
  2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement. Information can be held in medium that includes, but is not limited to, electronic and paper.
  3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this 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 in the "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/NRED/Security-n-Privacy-Trainingq.html>.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

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

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

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period, whichever is later.

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

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

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

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



The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.

- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

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

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

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

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

## **11. POTENTIAL SUBCONTRACTORS**

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

## **12. CONTRACT AMENDMENTS**

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

### **13. SOFTWARE**

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

### **14. THEFT SENSITIVE ITEMS**

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

The following items, regardless of cost must be inventoried:

1. Computers/printers
2. Laptops/tablets
3. Copiers/fax
4. Smart phones/cell phones
5. Other items required to provide contract services

## EXHIBITE

### (Standard Agreement - Subvention)

#### ADDITIONAL PROVISIONS - Federally Funded Agreements

##### 1. FEDERAL REQUIREMENTS

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

##### 2. FEDERAL FUNDING INTELLECTUAL PROPERTY

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

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

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that

neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

#### 4. PROHIBITION ON TAX DELINQUENCY

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

(Franchise Tax Board) <https://www.ftb.ca.gov/aboutFTB/DelinquentTaxpayers.shtml>, (Board of Equalization) <http://www.boe.ca.gov/cgi-bin/deliq.cgi>

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

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

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

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

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

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

## **7. AMERICANS WITH DISABILITIES ACT (ADA)**

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

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

**ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES**

**1. MATCH REQUIREMENTS**

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

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

For Agreements that include **CASH MATCH:**

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

## 2. INDIRECT COSTS

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. There is no cap on the certified match, however, indirect costs over 40% require a copy of the rate approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {COE} or established through an independent audit).

## 3. CONTRACT HANDBOOK

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

## 4. DOR'S CONTRACT MONITORING

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

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1<sup>st</sup>, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.

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



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

**ADDITIONAL PROVISIONS-CONTRACTOR'S MONITORING & TRANSPORTATION**

**I. CONTRACT MONITORING AND REPORTING PROGRESS**

The Contractor shall monitor the contract by:

- Submit monthly Certified time documents and consumer list
- Submit monthly progress reports to the assigned DOR Counselors.
- Submit Personnel Activity Reports or time reporting documents and other backup documentation as requested by DOR Contract Administrator
- Ensure Personnel Activity Reports or time reporting documents and a list of DOR consumers served are prepared and maintained by cooperative contract staff in accordance with the appropriate OMB circular and reflect accurate reporting
- Meet with DOR Contract Administrator and program staff to discuss contract progress on quarterly basis
- Provide service outcomes with regard to contract objectives

**II. TRANSPORTATION OF DOR CLIENTS**

ADMHS will not provide transportation to DOR clients.

CCC-307

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i> County of Santa Barbara, Department of Alcohol, Drug and Mental Health Services		<i>Federal ID Number</i> 95-6002833
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Dr. Alice Gleghorn, Ph.D., Director		
<i>Date Executed</i>	<i>Executed in the County of</i> Santa Barbara	

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the

following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

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**PAYEE DATA RECORD**(Required when receiving payment from the State of California in lieu of IRS W-9)  
STD. 204 (Rev. 6-2003)

1	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	<b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print) County of Santa Barbara, Department of Alcohol, Drug and Mental Health Services		
	<b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)		<b>E-MAIL ADDRESS</b>
	<b>MAILING ADDRESS</b>		<b>BUSINESS ADDRESS</b>
	300 N. San Antonio Road		300 N. San Antonio Road
	<b>CITY, STATE, ZIP CODE</b>		<b>CITY, STATE, ZIP CODE</b>
	Santa Barbara, CA 93100		Santa Barbara, CA 93100
3	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> 9   5   -   6   0   0   2   8   3   3		<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.
<b>PAYEE ENTITY TYPE</b>  <b>CHECK ONE BOX ONLY</b>	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <b>ENTER SOCIAL SECURITY NUMBER:</b>		
<b>CORPORATION:</b> <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input checked="" type="checkbox"/> ALL OTHERS			
	(SSN required by authority of California Revenue and Tax Code Section 18646)		
4	<input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.		
5	<b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</b>		
	<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)		<b>TITLE</b>
	Dr. Alice Gleghorn, Ph.D.		Director
	<b>SIGNATURE</b>	<b>DATE</b>	<b>TELEPHONE</b>
			(805) 681-5220
6	<b>Please return completed form to:</b> <b>Department/Office:</b> Department of Rehabilitation <b>Unit/Section:</b> Attn: Shari Cooley, Contract Section <b>Mailing Address:</b> 721 Capitol Mall, 6th Floor <b>City/State/Zip:</b> Sacramento, California, 95814 <b>Telephone:</b> (916) 558-5690 <b>Fax:</b> ( ) <b>E-mail Address:</b> Shari.L.Cooley@dor.ca.gov		

