

Attachment A:
Department of Rehabilitation
FY 22-25 TAY Vocational Rehabilitation
Services Program
Agreement No. 32003

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 32003	PURCHASING AUTHORITY NUMBER (If Applicable)
----------------------------------	---

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

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTOR NAME

Santa Barbara County Department of Behavioral Wellness

2. The term of this Agreement is:

START DATE

July 1, 2022

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$1,409,472.00 Cash Match: \$495,000.00

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit A.1	Contractor's Description of Services/Deliverables	8
Exhibit B	Budget Detail and Payment Provisions	4
+ - Exhibit B.1	Contractor's Program Budget(s) and Narrative(s)	8
+ - Exhibit C	General Terms and Conditions (GTC 4/2017)	1
+ - Exhibit D	Special Terms and Conditions	7
+ - Exhibit E	Additional Provisions - Federally Funded Agreements	3
+ - Exhibit F	Additional Provisions - TPCA	3
+ - Exhibit G	Additional Provisions	1

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

Santa Barbara County Department of Behavioral Wellness

CONTRACTOR BUSINESS ADDRESS

429 N. San Antonio Road

CITY

Santa Barbara

STATE

CA

ZIP

93110

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 32003	PURCHASING AUTHORITY NUMBER (If Applicable)
---------------------------	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTING AGENCY ADDRESS

721 Capitol Mall, 6th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement - Subvention)
Scope of Work

1. PURPOSE

Third Party Cooperative Agreement

2. AUTHORITY

Law: 29 U.S.C. §§ 721(a)(3), 730, 731, and 733; California Welfare and Institutions Code sections 19008 and 19013.

Regulations: 34 C.F.R. 361.28

Assistance Listing Number: 84.126

3. CONTRACT REPRESENTATIVES

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

Department of Rehabilitation	Santa Barbara County Department of Behavioral Wellness
Veronica Chavira Contract Administrator 509 E. Montecito St., Ste. 101 Santa Barbara, CA 93103 Tel: (805) 560-8141 Fax: (805) 560-8162 E-mail: Veronica.Chavira@dor.ca.gov	John Winckler Program Contract Administrator 300 North San Antonio Rd. Building 3 Santa Barbara, CA 93110 Tel: (805) 681-5229 E-mail: jwinckler@sbcbswell.org

4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description – EXHIBIT A.1

EXHIBIT A.1
Third Party Cooperative Agreement
Santa Barbara County Department of Behavioral Wellness

SCOPE OF WORK

I. Introduction

This contract is between Santa Barbara County Department of Behavioral Wellness (henceforth known as “the Program”), which is a State or local public agency, and the California Department of Rehabilitation (DOR). This third-party cooperative agreement (TPCA) is designed to jointly serve the mutual, unduplicated individuals (hereinafter referred to as “participants”) receiving Transitional Age Youth (TAY) services from the Program and DOR. Under this cooperative agreement, the Program will ensure that the services provided are not the customary or typical services provided by that Program but rather are new services that have a vocational rehabilitation focus or are existing services that have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus. The intent of these services is to prepare the program participants to obtain and maintain employment. All potential participants who are referred will have a diagnosis of mental illness as designated by DMS-5, meet DOR and Program criteria for services, express motivation to seek employment, and be mutually identified by DOR and the Program as a participant who is expected to benefit from contract services. Participants will be between the ages of 16 to 25 years of age and be referred through the Program.

Services will be provided at the Program site, as well as in the Santa Barbara, Lompoc, and Santa Maria communities. Services will be authorized by the DOR Counselor based on individual participant need and informed choices.

The services available under this contract are designed to prepare participants with skills necessary to secure and maintain competitive employment in agreement with their Individual Plan for Employment (IPE).

The Program Vocational Division Manager will be responsible for implementing standardization of Mental Health Cooperative design throughout the county.

Once the participant and the Program determine that the participant is ready for referral to the DOR, a referral packet containing signed consent to release information forms, relevant medical, psychiatric, and diagnostic information will be assembled, and an appointment will be scheduled with the DOR Counselor for intake.

The Program will supplement the above services by providing psychiatric inpatient/outpatient treatment, medication monitoring, case management services and skill development services for participants.

The DOR will determine eligibility and functional limitations, assist participants to develop an IPE, provide vocational counseling, and provide services and service coordination that will lead to a successful employment outcome.

The Program will serve participants from the Santa Barbara District at DOR offices in the cities of Santa Barbara, Santa Maria, and at Program clinics in the same cities, as well as Lompoc.

DOR authorizes the following services to be provided under this agreement:

- Vocational Assessment
- Personal Vocational Social Adjustment (PVSA)

- Employment Services
 - Employment Preparation
 - Job Development, Placement
- Short-Term Supports

For fiscal year 2022-2023 a total of 150 unduplicated participants with disabilities will receive services through this contract. As a result of services provided through this contract, it is expected that DOR will:

- Open 75 new cases from the referrals made by the Program
- Develop 55 new Individualized Plans for Employment (IPEs) for those applicants DOR determines to be eligible for the VR program
- Close 35 cases successfully for those participants with disabilities who achieve an employment outcome

For fiscal year 2023-2024, a total of 150 unduplicated participants with disabilities will receive services through this contract. As a result of services provided through this contract, it is expected that DOR will:

- Open 75 new cases from the referrals made by the Program
- Develop 55 new Individualized Plans for Employment (IPEs) for those applicants DOR determines to be eligible for the VR program
- Close 35 cases successfully for those participants with disabilities who achieve an employment outcome

For fiscal year 2024-2025, a total of 150 unduplicated participants with disabilities will receive services through this contract. As a result of services provided through this contract, it is expected that DOR will:

- Open 75 new cases from the referrals made by the Program
- Develop 55 new Individualized Plans for Employment (IPEs) for those applicants DOR determines to be eligible for the VR program
- Close 35 cases successfully for those participants with disabilities who achieve an employment outcome

II. Assurances

The Program makes the following assurances as identified in 361.28(a):

- (1) The services provided by the Program, as the public cooperating agency, are not the customary or typical services provided by that agency but are new services that have a vocational rehabilitation focus or existing services that have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.
- (2) The services provided by the Program, as the cooperating agency, are only available to applicants for, or recipients of, services from DOR.
- (3) Program expenditures and staff providing services under the cooperative arrangement are under the administrative supervision of DOR (e.g., the Program will provide only those services that have been authorized by DOR under this cooperating arrangement); and
- (4) All requirements of the vocational rehabilitation services portion of the Unified or Combined State Plan, including a State's Order of Selection, will apply to all services provided under the cooperative arrangement.

III. Services to be Provided

The following vocational rehabilitation services will be provided by the Program in accordance with this agreement, as authorized by DOR for each participant with a disability and individualized to each program participant's needs, preferences, and interests as well as their DOR IPE goals and objectives, as appropriate.

1. Vocational Assessment

Upon referral for services by DOR Counselor, Vocational Assessment services provided to participants by a Vocational Rehabilitation Specialist are limited in scope and time limited. Services assess basic information about a participant's current educational and vocational levels, abilities, and interests. Assessment materials or questionnaires are not reflective of standardized tests and are developed by the program. The program will seek information through enhanced vocational questionnaire(s), motivational interviewing, and review of collateral information. Vocational Assessment Services also include Mental Health team coordination to resolve work barriers and identify needed supports.

Vocational Assessment services provide information to a participant and DOR Counselor that assist in assessing the nature and scope of DOR services to be provided and the development of the IPE.

Upon completion of intake, Vocational Rehabilitation Specialists will meet with the participant to develop an Individual Service Plan (ISP) which will include these areas to be addressed:

- Proposed training activities
- Proposed outcomes (measurable)
- Schedule / Timeline for completion
- Staff responsible

Upon completion of the Vocational Assessment service, the program will prepare and provide the DOR Counselor with a report to assist with IPE development and recommendations for services and supports necessary to insure a successful employment outcome. This may include answers to employability questions requested by the referring DOR Counselor to assist with the development or modification of rehabilitation services necessary for the participant to achieve CIE.

Service Goals/Number Served

- For fiscal year 2022-2023, a total of 70 participants of DOR services will receive this service
- For fiscal year 2023-2024, a total of 70 participants of DOR services will receive this service
- For fiscal year 2024-2025, a total of 70 participants of DOR services will receive this service

2. Personal, Vocational, Social Adjustment (PVSA)

Personal, Vocational, Social Adjustment (PVSA) services are provided to participants by the Vocational Rehabilitation Specialist 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 participant from successfully completing his/her/their 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, this service may be appropriate after placement when the participant demonstrates behaviors that are job threatening. PVSA services may be provided as a part of follow-up 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
- Mobility training in use of public transportation
- Work habits and attitudes such as attendance, punctuality, phoning in if ill, returning promptly from breaks and lunch
- Personal budgeting, banking, and bill payment

Upon completion of an intake, Vocational Rehabilitation Specialists will meet with the participant to develop an Individual Service Plan (ISP) which will include these areas to be addressed:

- Proposed training activities
- Proposed outcomes (measurable)
- Schedule I Timeline for completion
- Staff responsible

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

Service Goals/Number Served

- For fiscal year 2022-2023, a total of 70 participants of DOR services will receive this service
- For fiscal year 2023-2024, a total of 70 participants of DOR services will receive this service
- For fiscal year 2024-2025, a total of 70 participants of DOR services will receive this service

3. Employment Services

Upon referral by the DOR Counselor, the Vocational Rehabilitation Specialist will provide Employment Services to participants who will be assisted in identifying, obtaining, and/or retaining employment commensurate with their strengths, desires, vocational, social, psychological, and medical needs, and abilities.

The Vocational Rehabilitation Specialist will develop an Individual Service Plan (ISP) to affirm employment goal, identify services to be provided consistent with the IPE, and include the following:

- Employment goals and objectives
- Employment components to be addressed
- Proposed activities
- Proposed outcomes
- Schedule/timeline for completion

- Persons responsible

The program will provide the DOR Counselor copies of Program participant resumes and master applications. Employment services activities will be documented and provided to the DOR Counselor on a monthly progress report. Additionally, once the Program participant is placed in employment, the Program will provide the DOR Counselor information about the placement such as, but not limited to, employer, supervisor, hours, location, and wages.

a. Employment Preparation

Will be provided by Vocational Rehabilitation Specialist and accomplished in a group (Job Club) or one-on-one through one or more of the following:

- Develop individualized job resumes
- Develop master and job applications with cover letters
- Develop, conduct, and critique job mock interview and work on professional appearance
- Provide labor market information
- Advise on appropriate work-related behaviors/etiquette
- Work on barriers and fears of returning to work which will include exercises and one-on-one discussion
- Research local market needs as they relate to the participant's Individualized Plan for Employment

Service Goals/Number Served

- For fiscal year 2022-2023, a total of 80 participants of DOR services will receive this service
- For fiscal year 2023-2024, a total of 80 participants of DOR services will receive this service
- For fiscal year 2024-2025, a total of 80 participants of DOR services will receive this service

b. Job Development and Placement

Will be provided by Vocational Rehabilitation Specialist on a one-on-one basis or in a group setting through one or more of the following:

- One-on-one job search
- Access the internet for job openings
- Network with other vocational service programs regarding job openings and training opportunities such as the America's Job Centers, Youth Workforce Development direct service providers, and Employment Development Department (EDD) to enhance job development opportunities
- Partner with business interested in serving participants
- Identify potential employers for job placement
- Refer participant to potential employers for interviews
- Assist participant with completion of job applications
- Once job offer has been made, coordinate any pre-employment support services such as clothing, transportation, tools and materials, job coaching, and special accommodations

Upon Job Placement the following may be provided:

- Job destination training
- Job orientation assistance
- Information on conditions of employment such as:
 - Job duties and job description
 - Performance expectations
 - Name of immediate supervisor
 - Responsibilities of employee
 - Wage payment practices
 - Benefits
 - Company policy and procedures including conflict resolution procedures and health and safety practices
 - Probation and performance evaluation procedures
 - Union status, as appropriate

c. Employment Retention

Upon participant's acceptance of employment in a position consistent with the IPE goals which meets the needs for hours, wages and benefits, the Vocational Rehabilitation Specialist will provide at least 90 days of the follow-up activities which may include:

- Phone or personal contact, on or off the job, with participant to determine ongoing satisfaction with terms of employment
- With the consent of the participant, phone or in-person contact with the employer to determine ongoing satisfaction with the terms of employment
- No less than two (2) contacts per month are required, for a minimum of 90 days
- Communication with DOR Counselor at least monthly to discuss progress and coordinate additional services that may be required
- Assistance with necessary minimum support to sustain employment

Retention services will be documented on a monthly progress report and provided to the DOR Counselor.

Service Goals/Number Served

- For fiscal year 2022-2023, a total of 70 participants will receive Job Development & Placement
- A total of 50 participants will be placed in a job that is consistent with the IPE goals
- A total of 35 participants will result in a successful closure

- For fiscal year 2023-2024, a total of 70 participants will receive Job Development & Placement
- A total of 50 participants will be placed in a job that is consistent with the IPE goals
- A total of 35 participants will result in a successful closure

- For fiscal year 2024-2025, a total of 70 participants will receive Job Development & Placement
- A total of 50 participants will be placed in a job that is consistent with the IPE goals
- A total of 35 participants will result in a successful closure

4. Short-Term Supports (STS)

Will be provided by Vocational Rehabilitation Specialist upon receipt of referral for Short-Term Support services by the DOR Counselor and is designed to prepare the participant

with the skills necessary to maintain competitive employment. Individual support is on-the-job if participant approves. On or off job-site support services are only employment-related and need to promote job adjustment and retention. Services depend upon individual participant need. The Program will provide participant Progress Reports for this service to the DOR Counselor monthly.

Activities may include some of the following:

- Job orientation
- Job destination/transportation training
- Teaching job tasks
- Coworker/supervisor consultation

Contacts are based on participant and employer needs to ensure job satisfaction and work performance, phone or personal contact with the participant will be made on or off the jobsite to determine the participant’s ongoing satisfaction with their employment, discussing employer progress reports with the participant, assisting with ideas to improve job performance if needed, and family and mental health provider consultation.

Service Goals/Number Served

- For fiscal year 2022-2023, a total of 35 participants of DOR services will receive this service
- For fiscal year 2023-2024, a total of 35 participants of DOR services will receive this service
- For fiscal year 2024-2025, a total of 35 participants of DOR services will receive this service

IV. DOR and Program Contacts

Organization	Department of Rehabilitation	Santa Barbara County Department of Behavioral Wellness
Contact Person	Veronica Chavira	John Winckler
Title	DOR Contract Administrator	Division Chief of Clinical Operations
Telephone	(805) 560-8141	(805) 681-5229
Email Address	Veronica.Chavira@dor.ca.gov	jwinckler@sbcbswell.org
Mailing Address	509 E. Montecito Street Ste. 101 Santa Barbara, CA 93103	300 North San Antonio Rd. Building 3 Santa Barbara, CA 93110

V. Linkages to Other Community Agencies.

In alignment with section 101(a)(11) of the Rehabilitation Act, DOR and the Program has regular contact and ongoing working relationships with the following agencies to increase opportunities for program participants/DOR consumers and avoid duplication of services:

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

VI. 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 the program. 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 B
(Standard Agreement - Subvention)
Budget Detail and Payment Provisions

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

1. This is a cost reimbursement Agreement for subvention services. For services satisfactorily completed by the Program consistent with those authorized by DOR, and upon receipt and approval of the invoices by DOR, DOR agrees to reimburse the Program for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, approved invoices, 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 Program.
3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Program'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, reasonable, and allocable to the Agreement.

B. Submission of Invoice(s)

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

D. **Invoice Claim Adjustments**

1. Budgeted amounts remaining for 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 Program 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 DOR, the Program will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs. Travel costs that benefit more than one cost objective will be allocated to this agreement in proportion to the benefit received by DOR.

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 have no further force and effect. In this event, the State shall have no liability

to pay any funds whatsoever to the Program or to furnish any other considerations under this Agreement and the Program 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 the Program 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 DOR 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 provision of services identified in this Agreement.
- 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 Program.
- Be properly documented and supported.
- Be allocable to the services provided under the cooperative arrangement so that costs charged to the agreement are proportional to the benefits received by DOR.

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

6. ACCOUNTING SYSTEM REQUIREMENTS

- A. The Program 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 Program'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. The Program 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

Santa Barbara County Department of Behavioral Wellness (TAY)

DOR Program Budget
July 1, 2022 - June 30, 2025

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	FY 7/1/2022 to 6/30/2023 TOTAL	FY 7/1/2023 to 6/30/2024 TOTAL	FY 7/1/2024 to 6/30/2025 TOTAL
Rehabilitation Team Unit 1 FTE = \$110,377	Units	1.65	1.65	1.65
		\$182,122	\$182,122	\$182,122
Case Services (Individual Consumer Expenses)		122,702	122,702	122,702
	SUBTOTAL	\$304,824	\$304,824	\$304,824
TOTAL DOR PROGRAM COST		\$304,824	\$304,824	\$304,824

Santa Barbara County Department of Behavioral Wellness (TAY)

Program Budget and Match Summary
July 1, 2022 - June 30, 2025

	FY 7/1/2022 to 6/30/2023 <u>TOTALS</u>	FY 7/1/2023 to 6/30/2024 <u>TOTALS</u>	FY 7/1/2024 to 6/30/2025 <u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$304,824	\$304,824	\$304,824
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$469,824	\$469,824	\$469,824
TOTAL FEDERAL COSTS	\$774,648	\$774,648	\$774,648
Certified Match (If applicable)	0%	0%	0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
Cash Match (If applicable)	\$165,000 21.3%	\$165,000 21.3%	\$165,000 21.3%
Total Federal Share	\$609,648 78.7%	\$609,648 78.7%	\$609,648 78.7%
TOTAL STATE MATCH	\$165,000	\$165,000	\$165,000

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

**STATE OF CALIFORNIA
SERVICE BUDGET**

DEPARTMENT OF REHABILITATION

Original

Amendment

Contractor Name and Address		Contract Number			Federal ID Number			Page 1 of 1		
Santa Barbara County Department of Behavioral Wellness 429 N. San Antonio Road Santa Barbara, CA 93110					95-6002833					
		Budget Period			Budget Period			Budget Period		
		July 1, 2022 - June 30, 2023			July 1, 2023 - June 30, 2024			July 1, 2024 - June 30, 2025		
		Effective Date (Amendments Only)			Effective Date (Amendments Only)			Effective Date (Amendments Only)		
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	Vocational Division Manager - Special Projects (1 FTE=40 hrs/week, 12 months)	\$214,141.00	0.05	10,707.05	\$214,141.00	0.05	10,707.05	\$214,141.00	0.05	10,707.05
2	Voc Rehabilitation Specialist # 1 (1 FTE = 40 hrs/week, 12 months)	\$125,218.00	0.98	122,713.64	\$125,218.00	0.98	122,713.64	\$125,218.00	0.98	122,713.64
3	Voc Rehabilitation Specialist # 2 (1 FTE = 40 hrs/week, 12 months)	\$125,218.00	0.98	122,713.64	\$125,218.00	0.98	122,713.64	\$125,218.00	0.98	122,713.64
4	Voc Rehabilitation Specialist # 3 (1 FTE = 40 hrs/week, 12 months)	\$125,218.00	0.98	122,713.64	\$125,218.00	0.98	122,713.64	\$125,218.00	0.98	122,713.64
5										
6										
7										
8										
9										
10										
11	Subtotal			\$378,847.97			378,847.97			378,847.97
12	OPERATING EXPENSES									
13	Office Supplies			3,300			3,300			3,300
14	Instructional Materials			2,100			2,100			2,100
15	Training			1,500			1,500			1,500
16	Mileage			2,500			2,500			2,500
17	Transportation			2,500			2,500			2,500
18	Travel			2,500			2,500			2,500
19	Printing/Postage			495			495			495
20	Communication			4,000			4,000			4,000
21	Theft Sensitive Items			10,800			10,800			10,800
22	Operating Subtotal			29,695.00			29,695.00			29,695.00
23	Personnel and Operating Subtotal			408,542.97			408,542.97			408,542.97
24	Indirect Rate Percentage			15.00%			15.00%			15.00%
25	Indirect Cost			61,281			61,281			61,281
26	TOTAL (rounded to nearest dollar)			469,824			469,824			469,824

**Santa Barbara County Department of Behavioral Wellness
Service Budget Narrative**

BENEFITS

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

Unemployment	1.0%
W/C	2.5%
Social Security	6.2%
Medicare Tax	1.45%

Medical Insurance based on actual rates, times percentage work for the program. Retirement Plan is 32.84% of Salaries/Wages times the percentage work for the program.

This Service Budget narrative is to describe how service expenditures will be allocated for the provision of services to unduplicated individuals and/or participants in Department of Rehabilitation (DOR) Services (hereinafter referred to as "participants").

PERSONNEL

Cooperative Program Duties must be new services that have a VR focus or existing services that have been modified, adapted, expanded, or reconfigured to have a VR focus in accordance with 34 C.F.R. § 361.28(a)(1).

Vocational Division Manager – Special Projects

Allowable Activities Under this Agreement Include:

- Provides administrative direction of Mental Health Cooperative Program.
- Responsible for providing program guidance to the Vocational Rehabilitation Specialist.

Unallowable Traditional Duties that are the customary or typical services provided by the public agency

Division Chief, Administrative Services

Activities include:

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

Vocational Rehabilitation Specialist (#1, #2, #3)

Provides the following direct Program services: Vocational Assessment, PVSA, Employment Services including, Employment Preparation, Job Development and Placement, Employment Retention and Short-Term Supports to individuals and in group settings. Activities include:

- Liaison to DOR.
- Process participant referrals from DOR and introduces participant to Vocational Services.
- Perform intake.
- Provides Vocational Assessment services and necessary participant information to the DOR Counselor to assist in determining DOR eligibility and assists participant in setting vocational goals.
- Writes up Vocational Assessment report including participant goals and recommendations and submits to DOR Counselor.
- Assists participant in developing and executing their Individualized Service Plan (ISP), including Employment Preparation, Job Development and Employment Retention.
- Provides supportive PVSA service to assist participant and DOR Counselor in the successful completion of an Individual Plan for Employment (IPE).
- Educates participants on job search techniques including interviewing strategies, identifying employment opportunities, as well as implication of the Americans with Disabilities Act (ADA) and the California Fair Employment Housing Act.
- Works with the participant to complete resumes, applications, and cover letters.
- Develops employment opportunities for participants by developing new partnerships with businesses in Santa Barbara County.
- Completes a job site analysis to ensure that the environment and job demands are commensurate with participant's abilities.
- Documents contacts with participants and tracks time, develops and delivers Monthly Progress Reports, a final Vocational Assessment Report and End of Service Reports.
- Maintains regular communication with DOR Counselors regarding participants' progress.
- Provides employment-related support to promote job adjustment and retention.
- Makes sound and informed recommendations to DOR Counselors based upon the progress and status of participants.
- Attends staff meetings as needed to support participants
- Participates in case conferences regarding services coordination meetings regarding participants.
- Attends Program Quarterly meetings
- Attends training related to contracts services
- Participates in cross-training opportunities

Unallowable Traditional Duties that are the customary or typical services provided by the public agency

Behavioral Wellness Rehabilitation Specialist

Activities include:

- Evaluates the social adjustment or vocational needs of persons with mental or emotional disturbances.
- Works within a system of interdisciplinary departmental teams providing assessment, prevention, intervention, treatment, and related ancillary support services to people with alcohol and other drug-related problems, mental illness, and/or co-occurring conditions]

OPERATING EXPENSES

Office Supplies

Consumable office supplies used by staff on this cooperative contract may include, but are not limited to, materials such as: participant's folders, staplers, calendars, envelopes, pens, pencils, paper clips,

tape, notepads, binders, computer printer cartridges, thumb drives, batteries, letterhead stationery and resume paper.

Instructional Materials

Supplies used for participants on this cooperative contract that include, but are not limited to, assessment materials and instructional supplies for individual and group work with participants.

Training

Registration and fees for program staff to attend training or to bring in a trainer to provide training related to contract services. Written requests must be received at least 8 weeks in advance by the DOR Contract Administrator. Training must be pre-approved in writing by the DOR Contract Administrator and federal prior approval must be received for all training costs. Training costs estimated at \$500.00 per FTE.

These funds will be directed towards providing staff on this cooperative contract with enhancements of knowledge in providing employment services to participants. The training funds will be used for training and topic areas such as vocational assessment, job development and job retention.

Mileage

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

Transportation

Costs for transporting clients in chartered vehicle and/or Santa Barbara County owned vehicles for the provision of contract services.

Travel

Per diem and travel costs for program staff to travel to contract related trainings within the State of California (e.g., airfare, bus, train, rental cars, personal vehicle mileage, lodging and food costs). Reimbursed at actual costs not to exceed the CalHR designated rates as stated on CalHR website. All training-related travel costs must receive prior federal approval.

Printing/Postage

Printing: Funds will be used to develop literature on the program to be used with potential employers for job development purposes, and for use with families of participants to explain the program and services offered.

Postage: Costs of mailing contract related documents to participants and DOR staff.

Communication

Costs associated with program-related telephone, Internet, and fax service.

Theft Sensitive Items

Nonexpendable items purchased with contract funds that have a normal life expectancy of one year or more but have a purchase price of less than \$5,000 per item. These items must be inventoried, and a copy of the inventory record must be submitted to DOR upon request. Costs related to purchase of theft sensitive items to promote job readiness skills and gainful employment. Purchase of laptop computers, printers/scanners, and electronic signature pads. Items will be used by participants

to receive contractual employment services including, but not limited to, Vocational Assessment, Personal, Vocational, Social Adjustment (PVSA), Employment Preparation, Job Development and Placement, Employment Retention, and Short Term Supports. These items include laptop computers, printers/scanners, and electronic signature pads.

Computers are essential in conducting and teaching the job search process, including employment preparation activities such as resume and cover letter development, locating job openings, completing employment applications, and conducting an organized job search. Computers are also necessary for conducting labor market research, e-mail correspondence with participants, e-mail correspondence with employers, documenting participant progress and activities, and sharing information with DOR Counselors and Contract Administrator. Additionally, a printer/scanner will allow for scanning and electronic storing of documents that will contribute to more organized records and streamlined sharing of information among contract staff. The computers and laptops would only be purchased if currently existing computers and/or laptops need updating or become defective.

Vocational Rehabilitation Specialists will also need electronic signature pads to electronically save signed program related documents. Having the electronic signature pads will allow the program staff to get participant signatures on required forms in a paperless and secure format to help ensure confidentiality.

The purchase of theft-sensitive items needed for program efficiency will include the following:

Fiscal Year 2022-2023

- 3 laptop computers/tablets @ \$1,400 = \$4,200
- 3 desk top computers @ \$700 = \$2,100
- 3 printers/scanners @ \$500 = \$1,500
- 3 electronic signature pads @ \$300 = \$900
- 3 cellphones @ \$700 = \$2,100

Total for FY 22/23 \$10,800

Fiscal Year 2023-2024

- 3 laptop computers/tablets @ \$1,400 = \$4,200
- 3 desk top computers @ \$700 = \$2,100
- 3 printers/scanners @ \$500 = \$1,500
- 3 electronic signature pads @ \$300 = \$900
- 3 cellphones @ \$700 = \$2,100

Total for FY 23/24 \$10,800

Fiscal Year 2024-2025

- 3 laptop computers/tablets @ \$1,400 = \$4,200
- 3 desk top computers @ \$700 = \$2,100
- 3 printers/scanners @ \$500 = \$1,500
- 3 electronic signature pads @ \$300 = \$900
- 3 cellphones @ \$700 = \$2,100

Total for FY 24/25 \$10,800

Theft Sensitive total of \$32,400 during the 3-year contract

INDIRECT COST

The indirect cost rate established for Santa Barbara County Department of Behavioral Wellness (Fund 0048) is 37%; however, the program is invoicing the maximum of 15% to this contract as provided in the DOR Contract Handbook. The indirect rate is compiled internally by the Santa Barbara County Department of Behavioral Wellness Cost Report team and certified by the Santa Barbara County Auditor-Controller Department. The indirect rate is for program-related expenses not covered in the service budget line items described previously include, but are not limited to, administrative expenses, rent, security services, liability insurances and information technology services. These are indirect costs from specific Santa Barbara County Department of Behavioral Wellness cost pools that do not provide direct services to participants.

EXHIBIT C
(Standard Agreement - Subvention)
General Terms and Conditions (GTC 4/2017)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 4/2017.

EXHIBIT D
(Standard Agreement - Subvention)
Special Terms and Conditions

1. NOTIFICATION AND 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.

The Program 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. The Program shall accept financial responsibilities in the event of non-compliance.

2. DISPUTES

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

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

4. CORRECTIVE ACTION

If the Program is not able to meet the service goals outlined in the Scope of Work, DOR reserves the right to reduce the Service Budget in alignment with an amended Scope of Work to reflect

updated service goals that are achievable for the Program after review by the DOR Contract Administrator.

5. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If the Program provides training seminars, workshops, or conferences, the Program 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 Program 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 Program to conduct routine business matters.

6. INSURANCE REQUIREMENTS

General Provisions Applying to All Policies

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

If applicable under this contract transportation is considered a hazardous activity. The Program agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the time of this contract, the Program agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract or for a period of not less than one year. New certificates of insurance are subject to the approval of DGS/ORIM, and the Program agrees that no work or services shall be performed prior to such approval.

The State may, in addition to any other remedies it may have, terminate this contract should Program fail to comply with these provisions.

- i. Commercial General Liability – The Program 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 Programs, 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 Program’s limit of liability.

The following must be included as part of the policy and must be noted on the certificate of insurance: *The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.*

****Endorsements must be provided to the DOR prior to release of the executed contract. The endorsement must be acceptable to the Department of Rehabilitation.****

- ii. Automobile Liability (If Applicable) – For DOR consumers being provided transportation under said Agreement, the Program 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 other State or local public agencies: 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 Program’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 to 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.

The following must be included as part of the policy and must be noted on the certificate of insurance: *The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.*

****Endorsements must be provided to the DOR prior to the release of the executed contract. The endorsement must be acceptable to the Department of Rehabilitation.****

- iii. Workers’ Compensation and Employers Liability – The Program shall maintain statutory workers’ 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 must be provided to the DOR prior to release of the executed contract. The waiver of subrogation endorsement must be acceptable to the Department of Rehabilitation.****

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

7. CONTRACTOR STAFFING REQUIREMENT

The Program certifies that its employees meet the qualifications as outlined in the job posting for the position listed on the budget. The program further certifies that staff providing services under this agreement meet the specific requirements. The Program will provide key staff resumes or duty statements for the positions identified under this agreement at DOR's request. request at the time of program reviews as outlined in the DOR Contract Handbook.

8. CONFLICT OF INTEREST

- A. The Program 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. The Program 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.

9. CONFIDENTIALITY

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

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

10. 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 Program to determine whether the services provided, and the expenditures invoiced by the Program were in compliance with this Agreement and other applicable federal or State statutes and regulations.
2. The Program agrees that DOR, 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 Program 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 Federal Office of Management and Budget (OMB) cost principles and administrative requirements.
4. The Program 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. The Program agrees to maintain such records for possible audit for a minimum of seven (7) 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 seven (7) 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 Program agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. These annual audit documents shall be maintained by the Program and provided to the auditing agency when requested. This audit shall be made in accordance with 2 CFR 200.

11. COMPETITIVE BIDDING AND PROCUREMENTS

- A. The Program shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Program'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. The Program 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 Program at any time.
- C. The Program 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 Program 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 Program must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

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

The Program 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

The DOR is requiring nonexpendable electronic items purchased to be listed under a separate line item titled "Theft Sensitive Items". The Program 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 DOR 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 electronic items required to provide contract services

Upon termination of the agreement, DOR may request equipment be returned to DOR or authorize the continued use of equipment for work to be performed under a different agreement.

The DOR reserves title to equipment purchased under this agreement that are not fully consumed during the life of the agreement.

15. ATTRIBUTION

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

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

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

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

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

EXHIBIT E
(Standard Agreement - Subvention)
Additional Provisions - Federally Funded Agreements

1. FEDERAL REQUIREMENTS

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

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

- A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Program must refer the discovery or invention to 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. The RSA's determination of these issues shall be considered final. In addition, 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 Program 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 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, the Program 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/about-ftb/newsroom/top-500-past-due-balances/index.html>

(Department of Tax and Fee Administration) <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Chapter 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-1 Obligations of Contractors and Subcontractors, Subpart A. Preliminary Matters; Equal Opportunity Clause; Compliance Reports.
- 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, the Program 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, the Program 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
(Standard Agreement – Subvention)
Additional Provisions - TPCA

1. MATCH REQUIREMENTS

The Program shall submit the certified expenditure invoice on a timely basis (i.e. same time as submission of service budget invoice) for proper DOR processing. To ensure sufficient match is available to leverage federal funding, the contractor is required to submit 100% of their obligated certified/cash match to meet their full budgeted amount by the end of each fiscal year. Refer to the Contract Handbook for Case Services and Cooperative Program Agreements for more information regarding certified/cash match requirements.

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

- A. The Program shall certify to the State, on a monthly basis as specified in Exhibit B and G, the Program'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 Program for any contributions made by the Program 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 Program 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 Program for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.
- C. The Program's 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.

Certified match only includes:

Certified personnel expenditures for the time Program staff spend providing direct VR services under the TPCA. This may include the allocable portion of staff salary and fringe benefits based upon the amount of time cooperating agency staff directly spend providing services under the arrangement.

Third-party in-kind contributions are an unallowable source of match in the VR program whether provided via this agreement or other mechanism (34 C.F.R. § 361.60(b)(2)). This includes:

- A. Certified time for individuals not directly providing VR services, such as principals, administrators, secretaries and supervisors; and
- B. Certified expenditures for the costs incurred by the TPCA not directly for the provision of VR services, such as, indirect costs, depreciation, existing utilities and space donated for use under the TPCA.

For Agreements that include **CASH MATCH**:

- A. Each fiscal year the Program 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 Program in accordance with the approved budget, it being understood that all matching funds obtained by the State from the Program 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. State

3. CONTRACT HANDBOOK

The Program acknowledges and agrees with the policies requirements and conditions of the DOR 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 Program'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 Program prepares and submits adequate documentation by the Program to support the services provided, expenditures reimbursements, and/or any applicable match requirements. Appropriate documentation may include, but is not limited to the Program's goal outcomes, consumer progress reports, a monthly client list of consumers provided services, and a corresponding monthly Service Invoice(s) (DR801B) and Certified Expenditure Summaries as appropriate.
- 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, including costs paid by the Program are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.

- E. Verify that the Program 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 Program is preparing and maintaining personnel activity reports in compliance with the applicable cost principles in 2.C.F.R. part 200.
- J. Verify that all Agreement staff are providing services in accordance with their duties and qualifications 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 Program 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
(Standard Agreement - Subvention)
Additional Provisions

I. CONTRACT MONITORING AND REPORTING

The Program Contract Administrator shall monitor the contract by:





- Submitting Service Invoices (801B) on a monthly basis, with a list of Program participants served that month.
- Ensuring Program Personnel Activity Reports or time reporting documents and a list of participants served are prepared and maintained by the Program staff in accordance with 2 CFR 200 and reflect accurate reporting, on a monthly basis in accordance with invoicing requirements stipulated in Exhibit B. These documents can be reviewed and maintained electronically to allow for flexibility in either on-site or off-site monitoring, as needed.
- Submitting Program Personnel Activity Reports or time reporting documents, supporting documentation, and a list of participants served, as requested by the DOR Contract Administrator.
- Meeting with the DOR Contract Administrator and Program staff to discuss contract progress at Quarterly Meetings.
- Reporting the current and cumulative achievement of contract service goals and outcomes as part of the Quarterly Meetings or more often as directed by the DOR Contract Administrator.
- Preparing and submitting to the assigned vocational rehabilitation counselor monthly progress reports for the participants receiving contract services. Progress reports should include the participant's name and other necessary or required information to document the services provided and the individual participant's progress in those services.

II. TRANSPORTATION


The Program will provide transportation to up to 7 participants, including the driver.

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814-4702	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)
---	--

The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature 	Name (Please Type or Print)	Title (Please Type or Print)
Signature 	Name (Please Type or Print)	Title (Please Type or Print)
Signature 	Name (Please Type or Print)	Title (Please Type or Print)
Signature 	Name (Please Type or Print)	Title (Please Type or Print)

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

Authorized Signature per Board Resolution 	Name (Please Type or Print)	Date Signed
--	-----------------------------	-------------

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

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

CERTIFICATION

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

Proposer/Bidder Firm Name (Printed)	Federal ID Number
-------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of
---------------------------	--------------------------

Date Executed

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the 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, and Public Contract Code Section 6108.

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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