

COUNTY OF SANTA CRUZ



HEALTH SERVICES AGENCY
ADMINISTRATION

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(408) 454-4066 FAX: (408) 454-4770
TDD: (408) 454-4123

November 8, 2000

AGENDA: November 21, 2000

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95061

RE: FY 2000-01 Agreement with the State Department of Rehabilitation

Dear Members of the Board:

In FY 1992-93, your Board approved an agreement between the State Department of Rehabilitation and Community Mental Health to establish a Mental Health Cooperative Program in Santa Cruz County. This program joins these two agencies with the Volunteer Center-Community Connection (a community based nonprofit organization) in an effort to maximize local, state and federal resources to improve employment opportunities for persons with severe mental disabilities. Your Board previously approved renewals of the Agreement for fiscal years 1993-94 through 1999-2000.

To date, this cooperative effort has provided 430 Mental Health clients with a comprehensive employment service program that includes:

- An individualized written Rehabilitation Plan.
- Skills training and/or education.
- Job development with prospective employers.
- Job coaching and support on and off-site.
- Long-term follow-up support to maintain job stability.

The agreement provides for the state to pay 100% of the program's up-front costs and then to bill the County for its share (21.3%) for a projected \$110,325 for the term of the agreement. In addition, the County has agreed to provide \$30,000 in County staff time

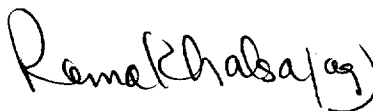
dedicated to the program, as previously described to your Board. The \$110,325 in cash match and \$30,00 in staff time will leverage federal funds to pay for a State Department of Rehabilitation Counselor and also a contract with Community Connection of the Volunteer Center. This contract provides employment services for County clients; specific outcomes related to job placements are delineated in this contract.

Among the three agencies, minor program and budget changes have occurred to further strengthen the employment services efforts of the program. However, the program is essentially the same as approved by your Board for FY 1999-2000. Funds for this agreement are included in Community Mental Health's requested budget for FY 2000-01 and no new funds are needed nor requested.

It is, therefore, RECOMMENDED that your Board:

1. Adopt the attached Resolution supporting renewal of the Cooperative Program Agreement and authorizing the Health Services Agency Administrator to sign the State Standard Agreement; and
3. Direct the Clerk of the Board to forward five (5) original signed copies of the Resolution to the HSA-Community Mental Health for processing to the State Department of Rehabilitation.

Sincerely,

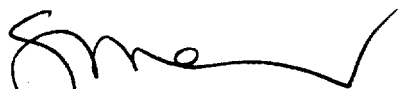


Rama Khalsa, Ph.D.

Health Services Agency Administrator

RK:GK:ep
Attachments

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

cc: Auditor-Controller
County Administrative Office
County Counsel
HSA Administration
Community Mental Health
Local Mental Health Board

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA**

0157

RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted.

**RESOLUTION SUPPORTING THE COOPERATIVE PROGRAM AGREEMENT
BETWEEN THE STATE DEPARTMENT OF REHABILITATION AND THE
COUNTY OF SANTA CRUZ COMMUNITY MENTAL HEALTH**

WHEREAS, 87% of those clients seen by Community Mental Health are unemployed; and

WHEREAS, it is estimated by Community Mental Health that 70% of these unemployed person(s) want to work; and

WHEREAS, the Board of Supervisors of Santa Cruz County desires to renew a Cooperative Program Agreement between the State of California, Department of Rehabilitation, and the County of Santa Cruz for the period of July 1, 2000, until June 30, 2001, for purposes of fulfilling these work objectives: assist the client in developing an Individual Plan for Employment (IPE); provide vocational counseling; provide services and service coordination that will lead to a successful employment outcome; vocational assessment; job preparation; job placement and job support.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the County of Santa Cruz Board of Supervisors, is hereby authorizing the Health Services Administrator to sign and execute such an agreement with the Department of Rehabilitation to achieve the objections as outlined above.

PASSED AND ADOPTED, by the Board of Supervisors of the County of Santa Cruz, State of California, this 21 st Day of November, 2000, by the following vote:

AYES:	SUPERVISORS
NOES:	SUPERVISORS
ABSTAIN:	SUPERVISORS

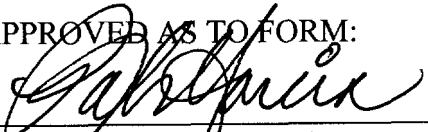
Chair of the Board

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

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Assistant County Counsel

Distribution:

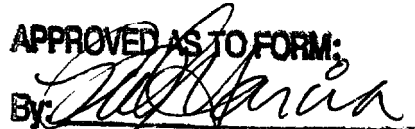
County Administrative Officer
Auditor-Controller
County Counsel
Health Services Agency Administration
Community Mental Health Services
Local Mental Health Board

AGREEMENT NUMBER

22700

1. **This Agreement is entered into between the State Agency and the Contractor named below**
 STATE AGENCY'S NAME
Department of Rehabilitation
 CONTRACTOR'S NAME
Santa Cruz County Mental Health
2. **The term of this Agreement is:** **July 1, 2000 – June 30, 2001**
3. **The maximum amount of this Agreement is:** **\$ 0.00 (County Match: Cash - \$110,325; Certified Expenditure - \$30,000)**
4. **The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:**

Exhibit A – Scope of Work	2	Page(s)	
Exhibit B – Budget Detail and Payment	2	Page(s)	
Attachment I, Program Budget Summary	1	Page(s)	
Attachment II, DR Program Budget Summary	1	Page(s)	
Attachment III, Certified Expenditure Budget	1	Page(s)	
Attachment IV, Certified Time Staff Narrative	1	Page(s)	
Exhibit C – General Terms and Conditions	GTC699	Dated	6-1-99
Exhibit D – Special Terms and Conditions	3	Page(s)	
Exhibit E – Additional Provisions	1	Page(s)	
Attachment III, Signature Authorization	1	Page(s)	
Attachment IV, Board Resolution	1	Page(s)	

APPROVED AS TO FORM:
 By: 
Office of the County Counsel

~~http://www.dgs.ca.gov/contracts~~ RK

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of Santa Cruz Santa Cruz County Mental Health RK	
By: (Authorized Signature)  z1	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Rama Khalsa, Ph.D. Health Services Administrator	
ADDRESS 1400 Emeline Avenue, Santa Cruz, CA 95060	
STATE OF CALIFORNIA	
AGENCY NAME Department of Rehabilitation	
By: (Authorized Signature) z1	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING John Doyle, Chief, Budgets and Contracts	
ADDRESS 2000 Evergreen Street, Sacramento, CA 95815-3832	
<input type="checkbox"/> Exempt per 25	

Exhibit A

Santa Cruz County Mental Health Plan of Operation Fiscal Year 2000-2001

SCOPE OF WORK

I. INTRODUCTION

The San Jose District of the Department of Rehabilitation (DR) and Santa Cruz County Mental Health (CMH) are combining staff and resources to design and implement an integrated model of vocational rehabilitation services for adults with psychiatric disabilities. A case service contract with Community Connection/Volunteer Center has been developed to deliver the direct services to carry out the goals of the Cooperative.

The shared values underlying this collaborative program include:

- Close communication between CMH, Community Connection and DR.
- A belief in the client's ability to recover.
- An emphasis on jobs that match individuals' skills rather than their disabilities, and on career development.
- A client-centered approach which meets clients where they are and acknowledges their dreams as well as their goals.

These values are then operationalized in the following manner: There are several avenues for clients to enter the cooperative program. Clients can be referred by their CMH coordinator, DR counselor, Community Connection staff or by self-referral. DR will determine eligibility and functional limitations, assist the client in developing an Individual Plan for Employment (IPE), provide vocational counseling, and provide services and service coordination that will lead to a successful employment outcome. Clients are referred to Community Connection for assessment, job preparation, job placement and job support via the Case Service Contract. CMH Coordinators make referrals and encourage and support the idea of obtaining employment. They provide on-going support, especially around symptom management, and also provide linkage with psychiatric treatment. Other CMH services, such as Crisis Intervention, Mental Health Case Management, Day Rehabilitation and Supported Housing help clients maintain their stability in order to be successful in the job market.

An estimated 120 unduplicated clients with psychiatric disabilities will become DR applicants through the Cooperative program during FY 2000-2001. Seventy-five IPE's will be developed, and as a result of the Cooperative services, 30 successful closures (26) will be achieved.

II. SERVICES TO BE PROVIDED

This contract provides for the following new and different pattern of services through the Case Services Contract with Community Connection of the Volunteer Center:

- Vocational Assessment
- Personal, Vocational, and Social Adjustment
- Employment Services
- Non-Supported Employment Job Coaching

III Linkages to Other Community Agencies

Through the Case Service Contract, the Cooperative program will link with other community agencies, as appropriate. These agencies may include: EDD and the One-Stop Center, the Santa Cruz Job Developers' Consortium, Workability I, II, & III, Shoreline Occupational Services, Cabrillo College, JTPA, Transitional Partnership Program, the Watsonville State Enterprise Zone, Santa Cruz Adult Education, the Regional Occupational Program and mental health providers such as Community Support Services, Front St. Inc., Community Connection, and Mental Health Client Action Network. In addition, the Community Connection Advisory Committee meets quarterly and consists of DR and CMH clients, family members, DR and CMH professionals, Community Connection customers, employers, civic leaders, and interested business and professional persons from the community. The purpose of this committee is to reduce stigma, provide public education, increase employment opportunities, and to facilitate linkage to community resources and private sector businesses.

IV. In-Services Training

The Cooperative program anticipates that most cross training will be on-the-job, as opposed to formal training. Information on each agency's mission, services, and procedures, will be shared through monthly meetings of the Cooperative Team and other ongoing communication.

V. CONTRACT ADMINISTRATOR/PROGRAM MANAGER

Department of Rehabilitation
 Rene Bloch, Contract Administrator
 100 Paseo de San Antonio, Rm. 324
 San Jose, CA.
 (408) 277-1 098

Santa Cruz County Mental Health ^{RK}
 Glenn Kulm, ~~Program Manager~~ MH Director
 1400 Emeline Avenue
 Santa Cruz, CA. 95060
 (831) 454-4676

EXHIBIT B

0162

BUDGET DETAIL AND PAYMENT PROVISIONS

1. This contract and/or the funding level in this contract is contingent upon the availability of City, County, State and Federal funds for the current year and/or any subsequent years. The funding level may be adjusted to be consistent with available funds. This contract is also subject to additional restrictions, limitations, or conditions enacted by the congress, Legislature or established by the Board of Supervisors, including final adoption of budgets, which may affect the provisions and terms of funding of this contract.
2. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
3. This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this contract for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.
4. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
5. There are no oral understandings or agreements that are not incorporated in this contract. The Contractor may make changes to existing line items within an approved budget category as long as such change is necessary for the provision of services to DR clients and consistent with the budget narrative. The budget categories are (1) Personnel, (2) Operating Expenses, and (3) Indirect/ Administrative Overhead. The Contractor will submit an explanation of the need for such change with the claim for payment. The change cannot result in the deletion of any line item. The State reserves the right to deny payment for any change that is determined by the State to be inappropriate. To make changes between budget categories requires a contract budget revision. Changes in line item amounts may not result in an increase of the total contract amount. Other than changes within categories, any alterations or variations to the contract must be contained in a written contract budget revision approved by State's Contract Office and/or written contract amendment, approved by the Department of General Services.

5. Prompt Payment. The State of California is obligated to promptly pay all invoices; however, invoices must be properly submitted for prompt processing and payment: Under certain conditions, the State is required to pay vendors a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The vendor does not have to request the late payment.. The State will determine and send any late payment to the vendor.

- 7 Attachment 1 -Program Budget Summary, Attachment II-DR Program Budget Summary, Attachment III-Certified Expenditure Budget, Attachment VI-Certified Expenditure Budget Narrative, Attachment V-DR 325-Signature Authorization and Attachment VI-Board Resolution are attached to this agreement and by reference made a part hereof.

3. Contractor Match. Each fiscal year, Contractor will pay State, no less than quarterly, in advance, upon receipt of an invoice from State, all cash matching funds which are identified within the Program Budget Summary for that fiscal year. State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by State from Contractor shall be exclusive funds of State.

The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the “DR Program Budget Summary”, Attachment II.

Contractor shall certify to State, on a monthly basis, the expenditure of Contractor funds for Contractor’s cost of operation in the Cooperative program as set forth in the “Cooperative Agency Certified Expenditure Budget Summary.” All such expenditures shall be under the supervision of State and no portion of the certified expenditures shall come from Federal funds. Contractor contributions including any excess of the amount specified in the “Cooperative Agency Certified Expenditure Budget Summary” will be used by State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the total program cost as identified on the “Program Budget Summary” shall accrue to State.

Send invoices to the Contract Administrator for the Department of Rehabilitation at the address listed on Exhibit A, #V.

Attachment I
PROGRAM BUDGET SUMMARY

Fiscal Year 2000/2001

July 1, 2000 -June 30, 2001

	<u>TOTALS</u>
DR PROGRAM COSTS (From DR Program Budget)	\$607,959
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)	\$30,000
<hr/>	
TOTAL PROGRAM COST	\$637,959

COOPERATIVE AGENCY CERTIFIED EXPENDITURE AND CASH CONTRIBUTION MUST COME FROM NON-FEDERAL FUNDS THE SOURCE OF FUNDING FOR THE CERTIFIED EXPENDITURE AND CASE CONTRIBUTION IS COUNTY GENERAL FUNDS.

Certified Expenditure :	\$ 30,000	25%	Cert. Exp.
DR Share	\$ 90,000	75%	
Cash Match	\$110,325	21.3%	Cash Match
DR Share	\$407,634	78.7%	

TOTAL BUDGET	\$637,959
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**DR PROGRAM BUDGET SUMMARY
FISCAL YEAR 2000/2001**

July 1, 2000 – June 30, 2001

Department of Rehabilitation Services

<u>ITEM</u>	<u>TOTAL</u>
1.5 Rehabilitation Counselor Unit(s) @\$100,381/Counselor Unit	\$150,572
 Case Services (Individual Client Expense)	 \$60,000
 Case Service Contract(s), if applicable <u>Community Connection/Volunteer Center</u>	 \$397,387
 TOTAL DR PROGRAM COST	 \$607,959

COOPERATIVE AGENCY - CERTIFIED EXPENDITURE BUDGET
 FISCAL YEAR 2000/2001
 July 1, 2000 - June 30, 2001

Cooperative Agency agrees that it will make the following expenditures during the fiscal year ending June 30, 2001 in conformity with this agreement section, "Certified Time Staff Narrative". These are not legally mandated services and are not services that the Cooperative Agency otherwise provides.

ITEM EXPENDITURE	EXPENDITURE \$	PERCENT OF EXPENDITURE DEVOTED TO PROGRAM	AMOUNT CHARGABLE TO PROGRAM
PERSONNEL/POSITIONS			
Cooperative Program Manager	\$84,893	16.85%	\$14,304
Cooperative Clinical Supervisor	\$61,637	2 1.06%	\$12,981
SUBTOTAL			\$27,285
INDIRECT/ADMINISTRATIVE OVERHEAD			
Indirect costs per SDMC Cost Report		9 . 9 5 %	\$2,715
TOTAL EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY:			\$30,000

(NO PORTION OF ABOVE EXPENDITURES SHALL COME FROM FEDERAL FUNDS)

(The Cooperative Agency Certified Expenditure Budget may be revised through adding or substituting positions by written agreement **of the** Cooperative Agency Project Director and the DR Contract Administrator. This could occur in the event that the Cooperative Agency is unable to provide the personnel/positions as identified above, if it is determined that the personnel/positions does not **qualify** for Federal matching **funds**, or the Cooperative Agency is contributing more personnel/positions expenditures than was **identified**. This will also require a revised section, Cooperative Agency-Certified Expenditures Narrative.)

Attachment IV

COOPERATIVE AGENCY CERTIFIED TIME STAFF NARRATIVE

The following personnel will be assigned by CMH to the Cooperative Program, with the concurrence of the DR Contract Administrator. These personnel will **function** for a specified portion of their time in a vocational rehabilitation role, and that portion of their time will be certified for use by DR for federal matching purposes (see Cooperative Agency Certified **Budget Summary**). This role will involve the supervision & support of specific vocational rehabilitation services which are other than the traditional personnel roles/services of CMH. In order to **identify** the difference in **function** between their mental health role and their vocational rehabilitation role, the following comparisons are made **between** their traditional and new duties (which constitute a “new pattern of service”):

One **FTE** constitutes a 40 hour per week employee, or 2080 hours per year. The certified time below is based upon annual hours and 16.85 of 1 FTE equals 16.85% of annual time worked and 21.06% of **.8 FTE** equals 21.06% of annual time worked. Some weeks may **include** more or less hours than the weekly average.

TRADITIONAL MENTAL HEALTH FUNCTIONS

COOPERATIVE PROGRAM FUNCTIONS

Program Manager - 1 FTE (40 hours)
(83.15% **FTE**, 33.26 avg. hours/week)

Cooperative Program Manager
(16.85% FTE 6.74 avg. hours/week)

- . Manages budget for program
- . Supervises clinic supervisor
- . Insures policy and procedures
- . Contract Liaison for community contracts

- . Attends regular meetings with Cooperative Team
- . Explains and promotes Cooperative programs to CMH staff & contract providers
- . Administrative Liaison for Cooperative Program needs

RC Clinic Supervisor - **.8 FTE** (32 hours)
~~78.94%~~ **.8 FTE**, **25.06** avg. hours/week
78.94%

RC Cooperative Clinic Supervisor
~~21.06%~~ **.8 FTE** 6.94 avg. hours/week
21.06%

- . Responsible for all clinical issues on-site
- . Provides supervision for all clinical staff
- . Reviews caseloads and **appropriateness** for program staff
- . Provides back-up for Crisis coverage. Runs weekly staff meetings

- . Participates **in** Cooperative case conferences
- . Acts as clinical liaison for Cooperative Program staff
- . Attends regular meetings with Cooperative Team

Indirect costs associated with the above positions are included. The **indirect** rate is **from** the latest Short-Doyle Medi-Cal Cost Report. This cost report is in a format specified by the State of California Department of mental health for **mental** health services delivered by county health systems.

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EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the

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product meets the required recycled product percentage as defined in the Public Contract Code, 0169 Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

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

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in document the CCC199 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

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

15. ANTITRUST CLAIMS :

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

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

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

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

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

16. YEAR 2000 LANGUAGE: "The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this contract are "Year 2000 compliant." For purposes of this contract, a good or services is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor."

17. CHILD SUPPORT COMPLIANCE ACT: "For any contract in excess of \$100,000, the contractor acknowledges in accordance with, that:

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

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

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

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SPECIAL TERMS AND CONDITIONS

1. Contract Manual. Contractor acknowledges that they were provided with and is familiar with the provisions of the Department of Rehabilitation’s Contract Manual for the Fiscal Year(s) covered under this contract, and they specifically agree that they will comply with all provisions of the Contract Manual applicable to Cooperative Agreements.

3. Termination/Cancellation. The Department has the option to terminate/cancel the agreement 30 days written notice to the contractor.

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

4. Rehabilitation Act. By signing this contract, Contractor certifies that it shall comply with all provisions of the Rehabilitation Act of 1973, as amended (29 USC Section 70 1 et seq.) and applicable federal and state regulations.

Notwithstanding provisions to the contrary, State shall supervise provision of vocational rehabilitation services authorized by the Rehabilitation Act of 1973, and the State Plan for Vocational Rehabilitation Services. Client eligibility, and scope of services to be provided under the terms of this contract shall be determined by State in accordance with all applicable laws and regulations. Program expenditures and staff providing services under the cooperative arrangement are under the administrative supervision of State.

State shall assign to serve as program staff, State employed vocational rehabilitation case carrying staff and other personnel required to discharge its functions under the terms of this contract, the Rehabilitation Act of 1973, as amended (29 USC Section 70 1 et seq.), and the State Plan for Vocational Rehabilitation Services. This shall include all administrative, supervisory, technical, and consultative services necessary to fulfill State’s responsibilities under the terms of this contract.

No provisions of this contract shall be interpreted to authorize expenditures or payments for items not strictly in conformance with applicable State or Federal guidelines.

5. Travel. The Contractor agrees that all travel and per diem paid its employees under this contract shall be at rates not to exceed those amounts paid to the State's non-represented employees. No expense for travel outside of the State of California shall be reimbursed.
6. Personnel Standards. Contractor shall maintain personnel standards in accordance with the Code of Federal Regulations, 34 CFR 36 1.5 1 (b).
7. Confidentiality. Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by State. Any information obtained by Contractor in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by State.

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

8. Audit Requirements. Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal law. Contractor shall provide State's staff access to all Contractor's records and evaluations of individuals referred to the program, with the written consent of the individual.

State shall have the right to conduct inspections and/or audits of Contractor to determine whether expenditures by Contractor were made in compliance with this contract, the Department of Rehabilitation's Contract Manual for the fiscal year(s) covered under this contract and other applicable federal or state statutes and regulations. Contractor agrees that Department of Rehabilitation, State Controller's Office, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review, obtain, and copy all records pertaining to performance of the contract or relevant to determining whether expenditures by Contractor were made in accordance with the contract and applicable law. Contractor agrees to provide such auditors with any relevant

information requested and shall permit the auditors access to its premises during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to the audit or investigation. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period, whichever is later.

9. Time Allocation Documents. Contractor specifically agrees that a distribution of staff salaries and wages shall be supported by time allocation documents that meet the following standards:
- a) They reflect an after-the-fact distribution of the actual activity of each employee and they specifically identify the services provided;
 - b) They account for the total time for which each employee is compensated;
 - c) They are prepared at least monthly and coincide with one or more pay periods; and,
 - d) They are each signed by the employee.

EXHIBIT E

ADDITIONAL PROVISIONS

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1. CONTRACT MONITORING AND REPORTING PROCESS

- A. The cooperative team meets monthly. This team consists of the CMH Program Manager, DR Supervisor, DR Counselors, Community Connection Program Director, and other appropriate Community Connection staff. The DR Contract Administrator will attend this meeting at least quarterly.
- B. CMH Certified Time statements will be submitted monthly to the DR Contract Administrator.
- C. The Case Service Contract will be monitored through the same cooperative team meetings; in addition contract results will be reported monthly to the Contract Administrator as described in the Case Service Contract. The County of Santa Cruz will not be providing transportation for DR applicants/clients.

2. TRANSPORTATION OF DR APPLICANTS/CLIENTS

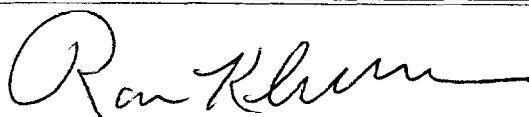
The County of Santa Cruz will not be providing transportation for DR applicants/clients.

CCC199

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CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> COUNTY OF SANTA CRUZ	<i>Federal ID Number</i> 94-6000534
<i>By (Authorized Signature)</i> 1 	
<i>Printed Name and Title of Person Signing</i> RAMA KHALSA, Ph.D., HEALTH SERVICES ADMINISTRATOR	
<i>Date Executed</i>	<i>Executed in the County of</i> SANTA CRUZ

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8 103) (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. Provide that every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free 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.

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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: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above.- (GC 8: 50 et seq.) 0176

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. (PCC 10296) (Not applicable to public entities.)

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 (PCC 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 (PCC 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. (PCC 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. (PCC 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.)

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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:

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.

"Doing business" is defined in R&TC Section 23 101 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.

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 a local 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. VENDOR DATA RECORD FORM STD. 204; This form must be completed by all contractors that are not another state agency or other government entity.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0178

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept.)
Renee Halse (ag) (Mhp/Corp/500 D o t .)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz (Community Mental Health) (Agency)
and the State Department of Rehabilitation, 2000 Evergreen St., Sacramento, CA 95815 (Name & Address)
- The agreement will provide for a Cooperative Agreement for comprehensive employment service program for seriously mentally disabled residents of Santa Cruz County.
- The agreement is needed provide the above.
- Period of the agreement is from July 1, 2000 to June 30, 2001
- Anticipated cost is \$ 110,325 through June 30, 2001 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: This contract is listed in Section II of the Continuing Agreements List for FY 2000/2001
- Appropriations are budgeted in 363210 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be encumbered. Contract No. C000603-01 Date 1/19/00
GARY A. KNUTSON, Auditor - Controller
By Aida Chou Deputy.

Proposed reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Health Services Admin to execute the same on behalf of the HEALTH SERVICES (Agency).

Remarks: _____ By ES (Analyst) County Administrative Officer Date 1/19/00

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Original Dept. - Goldenrod
*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I, _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 __ By _____ Deputy Clerk