



DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

JONATHAN E. SHERIN, M.D., Ph.D.
Director

Gregory C. Polk, M.P.A.
Chief Deputy Director

Curley L. Bonds, M.D.
Chief Medical Officer

Lisa H. Wong, Psy.D.
Senior Deputy Director

May 17, 2022

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

54 May 17, 2022

CELIA ZAVALA
EXECUTIVE OFFICER

**ADOPT A RESOLUTION APPROVING THE INTERAGENCY CASH TRANSFER AGREEMENT
WITH THE STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION FOR FISCAL YEARS
2022-23, 2023-24, AND 2024-25
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request adoption of a resolution approving the Interagency Cash Transfer Agreement with the State of California Department of Rehabilitation to provide an integrated program of vocational rehabilitation and employment services for individuals with disabilities who are eligible to receive services from both the State of California Department of Rehabilitation and the Los Angeles County Department of Mental Health.

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt and instruct the Chair of your Board to sign and execute a resolution (Attachment I), authorizing the Director of Mental Health (Director), or designee, to execute the Interagency Cash Transfer Agreement (ICTA) No. 31987 (Attachment II) with the State of California Department of Rehabilitation (State DOR) for Fiscal Years (FYs) 2022-23, 2023-24, and 2024-25.
2. Approve and authorize the Director, or designee, to sign and execute the ICTA No. 31987 (Attachment II) with State DOR to provide vocational and employment services for FYs 2022-23, 2023-24, and 2024-25. The Department of Mental Health (DMH) will provide \$1,104,817 per fiscal year, fully funded by State Mental Health Services Act (MHSA) and 2011 Realignment revenue. The State DOR will leverage \$4,082,118 of federal funds per fiscal year. The total annual funding for the integrated program of vocational rehabilitation and employment services is \$5,186,935.

3. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the State DOR ICTA, provided that any such amendment is necessary to: 1) reflect revisions required by State DOR and/or revisions requested by either party to the terms and conditions, and/or 2) allow for rollover of unspent funds upon State DOR approval, with any such amendment subject to prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Officer (CEO).

4. Delegate authority to the Director, or designee, to terminate the State DOR ICTA described in Recommendation 2. The Director, or designee, will provide written notification to your Board and CEO of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The existing State DOR Agreement is set to expire on June 30, 2022. Board approval of the recommended actions will ensure continuous vocational rehabilitation and employment services are provided to individuals with psychiatric disabilities.

Board approval of Recommendations 1 and 2 will adopt the required resolution and authorize the Director, or designee, to execute the State DOR ICTA for FYs 2022-23, 2023-24, and 2024-25.

Board approval of Recommendation 3 will allow DMH to amend the State DOR ICTA to reflect revisions required by State DOR and/or revisions requested by either party to the terms and conditions, and/or allow for rollover of unspent funds.

Board approval of Recommendation 4 will allow DMH to terminate the State DOR ICTA in a timely manner, as necessary.

Implementation of Strategic Plan Goals

These recommendations support the County's Strategic Plan Goal I, Make Investments That Transform Lives via Strategy I.2 Enhance Our Delivery of Comprehensive Interventions.

FISCAL IMPACT/FINANCING

For FY 2022-23, DMH will provide a total amount of \$1,104,817, of which \$248,008 is funded by State MHSa and \$856,809 is funded by 2011 Realignment revenue. Funding is included in DMH's FY 2022-23 Recommended Budget.

State DOR will leverage \$4,082,118 of federal funds, for a total annual program budget of \$5,186,935 as detailed in Attachment II (Exhibit B – Budget Detail and Payment Provisions).

Funding for future fiscal years will be requested through DMH's annual budget request process.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Welfare and Institutions Code Sections 19008 and 19013 authorize the State DOR to cooperate with other departments, agencies, and institutions, both public and private, in providing vocational rehabilitation and employment services to individuals with disabilities. The State DOR's Vocational Rehabilitation Services Program is an integral part of a statewide workforce development system designed to assess, plan, develop, and provide vocational rehabilitation services for individuals with disabilities who are eligible to receive services from both State DOR and DMH in accordance with 34 C.F.R. Section 361.42(a)(1).

The State DOR ICTA will combine both staff and financial resources to provide an integrated program of vocational rehabilitation and employment services utilizing State DOR's federal share of cost and DMH's non-federal share as an allowable source of match funding in accordance with 34 C.F.R. Section 361.60(b). The State DOR and DMH ICTA funding will be used to support staff and service costs necessary for vocational assessments, occupational skills training, job placement, and other supportive services to obtain and maintain employment for individuals with disabilities, consistent with each individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice so that individuals may prepare for and engage in competitive integrated employment and achieve economic self-sufficiency.

The State DOR ICTA (Attachment II) has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will ensure DMH clients with psychiatric disabilities obtain and maintain employment and maximize their ability to live independently in their recovery.

CONCLUSION

DMH requires three original executed resolutions of Attachment I. It is requested that the Executive Office, Board of Supervisors notify the DMH Contracts Development and Administration Division at (213) 943-9146 when the documents are available.

The Honorable Board of Supervisors

5/17/2022

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'JES', is centered on the page.

JONATHAN E. SHERIN, M.D., Ph.D.

Director

JES:GCP:SKRLR:SC:atm

Enclosures


c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Chairperson, Mental Health Commission

**RESOLUTION OF
THE BOARD OF SUPERVISORS OF
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA**

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors (Board) of the County of Los Angeles (County) does hereby approve and authorize the Director of Mental Health or designee to execute the Interagency Cash Transfer Agreement (ICTA) No. 31987 entered into by and between the County and the State of California, Department of Rehabilitation (DOR). It is further resolved that the Board approves and authorizes the Director of Mental Health or designee to sign future Amendments or modifications to State DOR Interagency Cash Transfer Agreement No. 31987.

CELIA ZAVALA,
Executive Officer-Board of Supervisors of
the County of Los Angeles

By 
Chair, Board of Supervisors

By 
Deputy



APPROVED AS TO FORM:
DAWYN R. HARRISON,
ACTING COUNTY COUNSEL
OFFICE OF THE COUNTY COUNSEL

By 
Deputy County Counsel

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 31987	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

Los Angeles County Department of Mental Health

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:

\$0.00 Cash Match \$3,314,451.00

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	2
Exhibit A.1	Contractor's Description of Services/Deliverables	5
Exhibit B	Budget Detail and Payment Provisions	3
+ - Exhibit C	General Terms and Conditions (GTC 4/2017)	1
+ - Exhibit D	Special Terms and Conditions	5
+ - Exhibit E	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.)

Los Angeles County Department of Mental Health

CONTRACTOR BUSINESS ADDRESS

510 S. Vermont Avenue, 17th Floor

CITY

Los Angeles

STATE

CA

ZIP

90020

PRINTED NAME OF PERSON SIGNING

Jonathan E. Sherin, M.D., Ph.D.

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 31987	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)

SCM vol. 1 4.04 A2

**EXHIBIT A
(Standard Agreement – Subvention)
Scope of Work**

1. PURPOSE

Interagency Cash Transfer Agreement

2. AUTHORITY

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

Regulations: 34 C.F.R. 361.60(b)

Assistance Listing Number: 84.126

3. CONTRACT REPRESENTATIVES

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

<p>4. Department of Rehabilitation</p>	<p>Los Angeles County Department of Mental Health</p>
<p>Agavni Anneyan Contract Administrator 888 S. Figueroa St., Suite 900 Los Angeles, California 90017 O 213-736-3989 F 213-892-9713 Agavni.Anneyan@dor.ca.gov</p>	<p>Maria Funk, Ph.D. Housing & Job Development Division 510 S. Vermont Ave., 17th Floor Los Angeles, CA 90020 O 213-943-8465 F 213-559-9258 mfunk@dmh.lacounty.gov</p>

DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

This Cash Transfer Agreement is created and agreed to by the Department of Rehabilitation (hereafter “DOR”) and Los Angeles County Department of Mental Health (hereafter “Public Agency”) to enhance and improve the provision of vocational rehabilitation (VR) services to individuals who are applicants of or have been determined to meet the following DOR eligibility criteria, as set forth in 34 C.F.R. 361.42(a)(1):

- (i) A determination by qualified personnel employed by DOR that the applicant has a physical or mental impairment.
- (ii) A determination by qualified personnel employed by DOR that the applicant’s physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant.
- (iii) A determination by a qualified vocational rehabilitation counselor employed by DOR that the applicant requires vocational rehabilitation services to prepare for, secure, retain,

advance in, or regain employment that is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice.

- (iv) A presumption, in accordance with paragraph (a)(2) of section 361.42, that the applicant can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

The provision of vocational rehabilitation services through this Agreement must be consistent with the DOR State Plan, including but not limited to implementation of an Order of Selection for Services (34 C.F.R. 361.36(d)(1)). The requirements specified in the DOR State Plan on file with the United States Department of Education, Rehabilitation Services Administration will apply to all funds associated with this Agreement.

EXHIBIT A.1
(Standard Agreement - Subvention)
Contractor's Description of Services/Deliverables

Purpose of this Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the Los Angeles County Department of Mental Health (LACDMH) will provide non-Federal share as an allowable source of match in accordance with 34 C.F.R. § 361.60(b) and consistent with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.306(b)

I. DESCRIPTION OF THE PROGRAM

A. Purpose of the Program

1. Purpose Statement

The DOR and LACDMH will combine both staff and financial resources to provide an integrated program of vocational rehabilitation services for individuals with disabilities who are eligible to receive services from both DOR and LACDMH (hereinafter referred to as "mutual consumers" or "DOR consumers"). The services are designed to prepare for, secure, retain, advance in, or regain employment that is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice

2. Target Population

The target population are individuals with disabilities who have been determined eligible to receive services from both DOR and LACDMH. Specifically, the individuals must be determined eligible for vocational rehabilitation services by DOR personnel consistent with 34 C.F.R. 361.42(a)(1).

3. Target Geographic Area

Mutual consumers residing in the following DOR districts:

Greater Los Angeles District
Los Angeles South Bay District
Orange/San Gabriel District
Van Nuys/Foothill District

4. DOR Outcome Goals

During fiscal year 2022-2023, there will be:

- A total of 1,500 unduplicated DOR consumers served
- 750 new referrals
- 600 Individualized Plans for Employment
- 257 cases closed successfully rehabilitated

During fiscal year 2023-2024, there will be:

- A total of 1,500 unduplicated DOR consumers served

- 750 new referrals
- 600 Individualized Plans for Employment
- 257 cases closed successfully rehabilitated

During fiscal year 2024-2025, there will be:

- A total of 1,500 unduplicated DOR consumers served
- 750 new referrals
- 600 Individualized Plans for Employment
- 257 cases closed successfully rehabilitated

B. Scope of Vocational Rehabilitation Services to be Provided Under the Program

1. Description of Services

The DOR may provide, arrange, or purchase vocational rehabilitation services necessary for determining eligibility, priority for service, and vocational rehabilitation needs.

The DOR may also provide, arrange, or purchase vocational rehabilitation services identified in a DOR consumer's Individualized Plan for Employment that are necessary to assist the individual in preparing for, securing, retaining, advancing, or regaining an employment outcome in a competitive integrated employment setting. The vocational rehabilitation services will be provided consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

Additionally, DOR and LACDMH have identified the following vocational rehabilitation service(s) as integral to achieving the program outcome goals. Services may include, but are not limited to, the following:

Vocational Assessment Services

Service Outcomes and Numbers to be Served:

During fiscal year 2022-2023:

- 228 unduplicated consumers will receive Vocational Assessment services

During fiscal year 2023-2024:

- 228 unduplicated consumers will receive Vocational Assessment services

During fiscal year 2024-2025:

- 228 unduplicated consumers will receive Vocational Assessment services

Personal, Vocational, and Social Adjustment (PVSA) Services

Service Outcomes and Numbers to be Served:

During fiscal year 2022-2023:

- 38 unduplicated consumers will receive PVSA services

During fiscal year 2023-2024:

- 38 unduplicated consumers will receive PVSA services

During fiscal year 2024-2025:

- 38 unduplicated consumers will receive PVSA services

Work Adjustment Services

Service Outcomes and Numbers to be Served:

During fiscal year 2022-2023:

- 194 unduplicated consumers will receive Work Adjustment services

During fiscal year 2023-2024:

- 194 unduplicated consumers will receive Work Adjustment services

During fiscal year 2024-2025:

- 194 unduplicated consumers will receive Work Adjustment services

Situational Assessment Services

Service Outcomes and Numbers to be Served:

During fiscal year 2022-2023:

- 15 unduplicated consumers will receive Situational Assessment

During fiscal year 2023-2024:

- 15 unduplicated consumers will receive Situational Assessment

During fiscal year 2024-2025:

- 15 unduplicated consumers will receive Situational Assessment

Occupational Skills Training Services

Service Outcomes and Numbers to be Served:

During fiscal year 2022-2023:

- 30 unduplicated consumers will receive Occupational Skills Training

During fiscal year 2023-2024:

- 30 unduplicated consumers will receive Occupational Skills Training

During fiscal year 2024-2025:

- 30 unduplicated consumers will receive Occupational Skills Training

Employment Services

Service Outcomes and Numbers to be Served:

During fiscal year 2022-2023:

- 525 DOR consumers will receive Employment Preparation services
- 481 DOR consumers will receive Job Development Services
- 335 DOR consumers will be placed in employment consistent with their Individualized Plan for Employment (IPE) goal
- 257 DOR consumers will retain employment for a minimum of 90 days resulting in a successful employment closure

During fiscal year 2023-2024:

- 525 DOR consumers will receive Employment Preparation services
- 481 DOR consumers will receive Job Development Services
- 335 DOR consumers will be placed in employment consistent with their IPE goal
- 257 DOR consumers will retain employment for a minimum of 90 days resulting in a successful employment closure

During fiscal year 2024-2025:

- 525 DOR consumers will receive Employment Preparation services
- 481 DOR consumers will receive Job Development Services
- 335 DOR consumers will be placed in employment consistent with their IPE goal
- 257 DOR consumers will retain employment for a minimum of 90 days resulting in a successful employment closure

C. Role of Each Participating Agency in the Provision of Services

1. Role of DOR

To achieve the outcome goals for this program:

- a. DOR staff will be responsible for the following:
 - a. Utilize non-Federal dollar cash match from LACDMH to leverage Federal dollars.
 - i. In collaboration with LACDMH, DOR will identify local partners to provide direct services to DOR consumers, utilizing the Federal dollars leveraged from this agreement.
 - b. The DOR Senior Vocational Rehabilitation Counselor, Qualified Rehabilitation Professional (SVRC-QRP) will perform the following duties:
 - i. Receive referrals from LACDMH.
 - ii. Complete intake and eligibility determination process for the individuals referred by LACDMH.
 - iii. Provide counseling and guidance and develop an Individualized Plan for Employment (IPE) in collaboration with the DOR consumer consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
 - iv. Authorize services and refer the DOR consumer to a local partner to provide vocational rehabilitation services that are consistent with the DOR consumer's IPE and 34 C.F.R. 361.38.
 - c. Actively participate in Quality Assurance Activities listed below.

2. Role of LACDMH

To achieve the outcome goals for this program:

- a. LACDMH will be responsible for the following:
 - i. Provide the full non-Federal cash match amount identified below as per the timeline identified in Exhibit B.
 - ii. Identify individuals who would benefit from DOR vocational rehabilitation services and refer said individuals to DOR consistent with 34 C.F.R. 361.38.
 - iii. Actively participate in Quality Assurance Activities listed below.

D. Quality Assurance Activities

1. Data Sharing and Reporting Plan

At a minimum, DOR agrees to provide the following data set(s) to LACDMH on a **MONTHLY** basis consistent with 34 C.F.R. 361.38:

- DOR Goals and Outcomes

2. Progress Monitoring

The Contract Administrators or their designees agree to meet **QUARTERLY** to review progress toward outcome goals, resolve issues, and ensure the continuity of all Agreement components.

Progress measures are identified in sections I(A)(4) and/or I(D)(1).

3. Program Evaluation

At a minimum, DOR and LACDMH agree to an annual review of the program's overall impact and outcomes. This can be completed during one of the Progress Monitoring meetings held at least quarterly. The Contract Administrators will complete this activity.

E. Contract Administrators

Department of Rehabilitation

Agavni Anneyan
Contract Administrator
888 S. Figueroa St., Suite 900
Los Angeles, California 90017
O 213-736-3989
F 213-892-9713
Agavni.Anneyan@dor.ca.gov

Los Angeles County Department of Mental Health

Maria Funk, Ph.D.
Housing & Job Development Division
510 S. Vermont Ave., 17th Floor
Los Angeles, CA 90020
O 213-943-8465
F 213-559-9258
mfunk@dmh.lacounty.gov

EXHIBIT B
(Standard Agreement - Subvention)
Budget Detail and Payment Provisions

I. FUNDING QUALIFICATIONS

Non-Federal share provided under this Agreement will not originate from any other Federal grant or count towards satisfying a matching or cost sharing requirement of another Federal grant agreement, contract, or any other award of Federal funds.

Program expenditures under this Agreement will be under the control of DOR. All services provided under this Agreement are only available to DOR applicants and eligible individuals.

Any of the non-federal match funds or federal funds drawn down, identified below, remaining after the state fiscal year in which they were allocated may be redirected, as DOR determines appropriate and necessary, to provide services to additional DOR consumers beyond the scope of this contract.

Date after which funds may be redirected: The first day following the conclusion of each fiscal year (July 1, 2023, July 1, 2024 and July 1, 2025).

In the event Federal share is unavailable or unsecured, this Agreement would be deemed null and void.

II. INVOICING AND PAYMENT

Each state fiscal year the Public Agency will pay to DOR, no less than quarterly and in advance, upon receipt of an invoice from DOR, all those cash matching funds which are identified within section C (Share of Cost to be Assumed by Each Agency) for that fiscal year.

III. PAYMENT TERMS AND CONDITIONS

A. Terms of Payment

The Public Agency agrees to make payment of the non-Federal share based on the schedule below.

The Federal dollars leveraged by the cash match provided in this agreement will be utilized by DOR to provide services to additional applicants and eligible individuals with disabilities and will assist in the development of new resources, as identified in Section 1 of this agreement.

B. Payment Schedule

The Public Agency may choose to provide the non-Federal share in full at the start of the state fiscal year or in portions on a quarterly basis. If paying quarterly, the payment must be received prior to the start of each quarter of the fiscal year. Invoices will be sent by DOR's Accounting Services for actual amounts.

Payment Schedule

Payment Schedule per Fiscal Year	Amount Due per Fiscal Year
Quarterly Payments	Quarter 1: \$276,204.25 Quarter 2: \$276,204.25 Quarter 3: \$276,204.25 Quarter 4: \$276,204.25

C. Share of Cost to be Assumed by Each Agency

Agency	Share Type	Share %	FY 1: July 1, 2022- June 30, 2023	FY 2: July 1, 2023- June 30, 2024	FY 3: July 1, 2024- June 30, 2025
DMH	Non-Federal	21.3	\$1,104,817	\$1,104,817	\$1,104,817
DOR	Federal	78.7	\$4,082,118	\$4,082,118	\$4,082,118
Annual Agreement Grand Total	Combined	100	\$5,186,935	\$5,186,935	\$5,186,935

D. Cost Allocation

The non-Federal share cash match, in combination with the Federal share generated from this Agreement, will be used to support staff and service costs necessary to assist DOR applicants and consumers in preparing for, securing, retaining, or regaining an employment outcome in a competitive integrated employment setting. It is anticipated that dollars will be utilized as follows; however, costs are subject to change at DOR's discretion:

	Amount	
DOR Staff Costs	DOR FTE: 13.25 (@ \$110,377 per 1.0 FTE)	\$1,462,495
DOR Case Service Dollars	\$538,532	
VR Service Provision Costs	\$3,185,908	

II. 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, DOR shall have no liability to pay any funds whatsoever to the Public Agency or to furnish any other considerations under this Agreement and the Public Agency shall not be obligated to perform any provisions of this Agreement, including providing the cash match.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DOR shall have the option to either cancel this Agreement with no liability occurring to DOR or offer an Agreement amendment to the Public Agency to reflect the reduced amount.

V. 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 DOR 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.

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.

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 Public Agency 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 Public Agency shall accept financial responsibilities in the event of non-compliance.

2. DISPUTES

If the Public Agency believes that there is a dispute or grievance between the Public Agency and the DOR arising out of or relating to this Agreement, the Public Agency 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 Public Agency shall adhere to the following procedures:

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

4. CONFLICT OF INTEREST

- A. The Public Agency certifies that it's 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 Public Agency 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.

5. CONFIDENTIALITY

- A. The Public Agency agrees to comply with the provisions applicable to confidential and personal information as set forth in 34 Code of Federal Regulations 361.38, the Information Practices Act of 1977 (California Civil Code, section 1798 et seq.), and California Code of Regulations, title 9, section 7140 et seq.
- B. The Public Agency 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. (34 C.F.R. 361.39; Civ. Code, § 1798 et seq., and California Code of Regs., tit. 9, § 7140 et seq.)
- C. The Public Agency 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 laws and regulations cited above, Public Agency 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 Public Agency or the Public Agency'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 Public Agency 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 Public Agency agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the Public Agency's information privacy and security policies.
- H. For Public Agencies 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.

6. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

- 1. The DOR shall have the right to conduct inspections, reviews, and/or audits of the Public Agency to determine whether the services provided, and the expenditures invoiced by the Public Agency were in compliance with this Agreement and other applicable Federal or state statutes and regulations.
- 2. The Public Agency agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
- 3. The Public Agency shall submit to the DOR such reports, accounts, and records deemed necessary by the DOR to discharge its obligation under DOR and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
- 4. The Public Agency 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 Public Agency 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.

7. 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.

8. ATTRIBUTION

The Public Agency 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. Public Agency further agrees to identify the role of DOR with respect to any individual highlighted or publicized by or through Public Agency, when such individual is a DOR consumer.

9. 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 Public Agency 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 Public Agency 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. Public Agency shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All Public Agencies 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

10 . AMERICANS WITH DISABILITIES ACT (ADA)

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

EXHIBIT E
(Standard Agreement - Subvention)
Additional Provisions

1. MATCH REQUIREMENTS

To ensure sufficient match is available to leverage Federal funding, the Public Agency is required to submit 100 percent of their obligated 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 cash match requirements.

CASH MATCH:

- A. Each state fiscal year Public Agency will pay to DOR, no less than quarterly and in advance, upon receipt of an invoice from DOR, all those cash matching funds which are identified within the C (Share of Cost to be Assumed by Each Agency) for that fiscal year. DOR shall not be obligated to pay Public Agency for any contributions made by Public Agency in accordance with the approved budget, it being understood that all matching funds obtained by DOR from Public Agency shall be exclusive funds of DOR and no portion of the cash match shall come from Federal funds.

- B. The total Public Agency cash share will be matched to Federal funds at no less than 21.3 percent as indicated on the "DOR Program Budget Summary."

2. CONTRACT HANDBOOK

Public Agency acknowledges and agrees with the policies requirements and conditions of DOR's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement.