Attachment F

**DEPARTMENT OF DEVELOPMENTAL SERVICES’**

**MENTAL HEALTH SERVICES ACT PROJECTS**

**CYCLE V - FISCAL YEARS 20/21 THROUGH 22/23**

**ASSURANCES**

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| 1. **FISCAL OVERSIGHT** |
| 1. These funds are one-time only and will not be added to the RC’s base budget. |
| 1. Welfare and Institutions Code section 5891 specifies: 2. MHSA funds shall not be used to supplant existing state or county funds utilized to provide mental health services; 3. MHSA funds may not be used to pay for any non-MHSA approved programs; and, 4. MHSA funds may not be loaned to the State General Fund or any other fund of the state, County General Fund or any other fund of the county for any purpose other than those authorized by the MHSA. |
| 1. The MHSA funds cannot be moved from one fiscal year (FY) to the next. |
| 1. Awarded funds must be expended in the FY in which they were allocated. 2. Pursuant to Generally Accepted Accounting Procedures (GAAP), the salary and wages of RC employees working on MHSA projects may only be claimed during the FY in which the work was budgeted for and performed. 3. Salaries for FY 2020/21 may only be billed through June 30, 2021. 4. Salaries for FY 2021/22 may only be billed through June 30, 2022. 5. Salaries for FY 2022/23 may only be billed through June 30, 2023. |
| 1. RCs should make their best effort to notify DDS **mid-year**, if any current year’s funding will go unspent or will not be encumbered. This will allow DDS to redistribute these funds to other RCs. |
| 1. Awarded funds must be contracted in the FY in which they were allocated. Funds not contracted will revert to the MHSA Fund at the end of the FY. |
| 8. Contracted funds have three FYs to be invoiced.   1. FY 2020/21 funds not expended by June 30, 2021, or not invoiced by January 30, 2023, will revert to the MHSA Fund. 2. FY 2021/22 funds not expended by June 30, 2022, or not invoiced by January 30, 2024, will revert to the MHSA Fund. 3. FY 2022/23 funds not expended by June 30, 2023, or not invoiced by January 30, 2025, will revert to the MHSA Fund. |
| **Initials:** |

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| 1. **INVOICES** |
| 1. Amounts claimed on invoices must reflect the FY in which the funds were awarded or budgeted. |
| 1. RCs are required to submit detailed expenditure claims that identify MHSA expenses, as identified on the approved budget worksheet. 2. Invoices not linked to proposed expenditures on the approved budget worksheet will be sent back for revisions. DDS may request additional information to substantiate claims. |
| 1. Funds used for RC personnel costs must be invoiced per the FY in which they were awarded, per the approved budget. |
| 1. DDS will only process invoices for subcontractor expenses with a signed subcontract on file. Additionally, DDS will not process any invoices for subcontractor expenses prior to the date the subcontract was approved. |
| 1. For example, for FY 2020/21: If a subcontract is executed on August 2, 2020, DDS will not pay invoices for subcontracted expenses before August 2, 2020. |
| 1. Quarterly Invoices are due on the following schedule: 2. First quarter (July 1-September 30th) due by October 31st 3. Second quarter (October 1-December 31st) due by January 31st 4. Third quarter (January 1-March 31st) due by April 30th 5. Fourth quarter (April 1-June 30th) due by July 31st) 6. Final invoices are due per the following schedule: 7. Funds allocated in FY 2020/21 must be invoiced on or before January 30, 2023. 8. Funds allocated in FY 2021/22 must be invoiced on or before January 30, 2024. 9. Funds allocated in FY 2022/23 must be invoiced on or before January 30, 2025. |
| 7. DDS will not process invoices unless the RC has a current progress report on file. |
| 8. DDS will forward the MHSA Progress Report format to funded RCs. Progress reports shall be emailed to DDS, as directed. |
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| 1. **BUDGET REVISIONS** |
| 1. Once a FY has ended, budget revisions for that FY are not permitted. |
| 1. For RC expenses: 2. Budget line item changes cannot exceed ten percent of the line item, unless approved by DDS. 3. RCs must submit a revised budget to DDS, for approval, and must include language indicating why the changes are necessary. |
| 1. For subcontractor(s) expenses: 2. Budget line item changes cannot exceed ten percent of the line item, unless approved by DDS. 3. The subcontractor must submit a revised budget to the RC that includes language as to why the changes are necessary. 4. RCs must ensure the line item transfers do not exceed ten percent, unless approved by DDS. 5. RCs must ensure subcontract(s) have been revised. 6. The RC chief financial officer must approve the budget changes. 7. RCs must submit the revisions to DDS for approval. 8. Budget changes are not final until the RC receives DDS’ approval. 9. RCs shall send a revised subcontract to DDS. |
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| 1. **SUBCONTRACTS** |
| 1. Contracting refers to entering into a legal agreement with an outside entity to perform specified work during an agreed upon timeframe. |
| 1. RCs must contract with one or two subcontractors, such as local mental health agencies, educational entities, local Family Resource Centers, and/or other RCs. |
| 1. Subcontractor(s) shall not begin work until a subcontract has been executed. |
| 1. The RC and subcontractor(s) recognize that, because all products and resources developed and used by way of this project and its associated activities are the result of public funds, the RC and sub-contractor(s), and any other entity being paid as part of the project do not have proprietary rights to products, resources, and materials. As a result, these products, resources, and materials must be sent to DDS and other RCs and made available upon request. |
| 5. The funded RC is responsible for obtaining copyrights from presenters/speakers for reproduction and internet posting of project materials.   1. This includes agreements with speakers and/or presenters at seminars, workshops, training events, conferences, etc. 2. One of the goals/priorities of the RC MHSA projects is statewide use of materials paid for with state funds. |
| 6. The RC acknowledges that the equipment purchased for this project and its products, resources, and materials are property of the State of California. This stipulation will be included in every subcontract and/or agreement with any entity receiving state funds.   1. For specific details regarding the purchase of equipment with state funds, please refer to the State Contracting Manual, Chapter 7, Section 7.29 at:   https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting |
| 7. All project materials, websites, information technology systems, or electronic deliverables paid for with state funds must be compliant with Section 508 and conform with web accessibility standards. Language requiring compliance with Section 508 shall be included in every subcontract. |
| 8. If a deliverable-based subcontract is executed, RCs should issue payments to the subcontractor(s) contingent upon the delivery of specific deliverables and/or products. |
| *For example, instead of indicating that a subcontractor will be paid a specific salary, the contract should state that payment is contingent upon the completion of activities, resource development, training sessions, etc.* |
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| 1. **PROGRESS REPORTS** |
| 1. RCs are required to submit semi-annual MHSA Progress Reports that describe   up-to-date activities.   1. RCs are required to gather baseline data, measure outcomes, and conduct evaluation(s) to determine the effectiveness of the project, which shall be reported to DDS in these semi-annual reports. |
| 1. The project blueprint or framework, outcomes, and accomplishments shall be included in the final MHSA Progress Report due on July 30, 2023, or 30 days from completion of the project, whichever comes first. |
| 1. The date(s) and location of MHSA events developed and conducted per these funds shall be reported to DDS at least one month in advance of the event(s). The date and location information shall be sent to the MHSA Liaison. |
| 1. DDS will provide the RCs with the MHSA Progress Report template that shall be used for all MHSA Projects. |
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| 1. **CORE COMPONENTS** |
| 1. The RC agrees that the project is evidence-based and performance-based and will contain:    1. An ongoing multi-disciplinary collaborative process to identify local needs and ameliorate system challenges at the local level. |
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| 1. **PROJECT OUTCOMES** |
| 1. The project must demonstrate a clearly definable and measurable need. In order to achieve your project goal, indicate each specific activity and your strategy/plan to accomplish each. |
| *More specifically, each activity should incorporate baseline data, anticipated outcome(s), a timeline, data indicator(s), data collection interval(s), and data collection method(s).* |
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| 1. **CONFERENCE CALLS** |
| 1. All RCs and/or subcontractor(s) shall participate in conference calls with DDS. The conference calls will commence in summer 2020. The conference calls will allow DDS to provide technical assistance to the RCs and address barriers, highlight achievements, and discuss upcoming events and projects. |
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| 1. **MHSA PRODUCTS** |
| 1. The RC and subcontractor(s) recognize that all products and resources developed and used by way of this project and its associated activities are the result of public funds. 2. The RC, subcontractor(s), and any other entity being paid as part of the project do not have proprietary rights to products and resources and these products and resources must be sent to DDS and other RCs, and made available upon request. |
| 1. The RC is responsible for obtaining copyrights from presenters/speakers for reproduction and internet posting of project materials. |
| 1. The RC acknowledges that the equipment purchased for this project and its products, resources, and materials are property of the State of California. 2. This stipulation will be included in every subcontract and/or agreement with any entity receiving state funds. This includes agreements with speakers and/or presenters at seminars, workshops, training events, conferences, etc. |
| 1. In instances where training/curriculum materials are copyrighted and being used for one-time trainings, DDS requests RCs budget for expanded statewide use of these materials.    1. DDS encourages RCs proposing MHSA training projects to budget for digital recording of training events to encourage statewide replication. These can be shared on the RC MHSA webpage for enhanced statewide sharing. |
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| 1. **MHSA PRODUCT ACKNOWLEDGMENT AND LIABILITY** | |
| 1. All project materials (brochures/newsletters/flyers, etc.) shall be sent to DDS and must include an acknowledgment of the MHSA. The language must read, “This (project resource, newsletter/flyer/event, etc.) is funded by the Mental Health Services Act (MHSA) in partnership with the Department of Developmental Services.” 2. All project materials must also include a statement holding the Department of Developmental Services harmless against any liability. The language must read, “(Regional Center name) is solely responsible for the content of this (type of product). The Department of Developmental Services has not developed, reviewed, endorsed, or approved the contents of this (type of product).”   **Initials:** | |
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| 1. **WEBPAGE** |
| 1. RCs are responsible for developing a webpage dedicated to their respective MHSA Project on their website. The webpage must be linked to the RC main website. The RC shall allocate MHSA funds to develop the link and the expenses shall be included in the MHSA Budget Worksheet. The website must stay active for a period of *3 years after completion of the project*. |
| 1. DDS will provide links on our MHSA webpage to each RC website so that consumers, families, and professionals can access RC MHSA Project materials. RCs are still responsible for sending electronic copies of the MHSA Project materials to DDS, including save-the-date cards, brochures, presentations, etc. It is also the responsibility of the RC to ensure the webpage complies with the Americans with Disabilities Act, Section 508. |
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| *The RC Executive Director (ED) and Chief Financial Officer have reviewed the budget included in this application. The RC ED will ensure that the above information is shared, understood, and agreed upon by the RC Project Manager.* | | |
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| **RC Executive Director**  **(Print Name)** | **Signature** | **Date Signed** |
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| **RC Chief Financial Officer**  **(Print Name)** | **Signature** | **Date Signed** |
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| **RC Project Manager**  **(Print Name)** | **Signature** | **Date Signed** |