
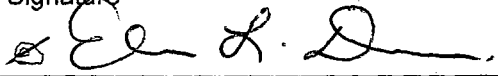





GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 2000 Evergreen Street Sacramento, California 95815-3832	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature 	Name (Please Type or Print) Glen H. Brooks, Jr.	Title (Please Type or Print) Central Regional Director
Signature 	Name (Please Type or Print) Elsa Dawson	Title (Please Type or Print) Central Regional Program Manager
Signature 	Name (Please Type or Print) Robert Manchia	Title (Please Type or Print) VRS MANAGER
Signature 	Name (Please Type or Print) Wendy Jordan	Title (Please Type or Print) Counseling Supervisor

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

Authorized Signature per Board Resolution 	Name (Please Type or Print)	Date Signed
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Original
 Amendment # _____

FULL Name of Corporation or Public Agency

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation, and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person:

Name of Person Authorized to Sign Agreement	Title of Person Authorized to Sign Agreement
---	--

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute said agreement and all amendments there to, except to increase the financial liability of said corporation or public agency.

CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

Address Where Board Meeting Held

Date of Board Meeting	Signature of Recording Secretary	Date Signed
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AGREEMENT NUMBER 24058

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
San Mateo County Vocational Rehabilitation Services
2. The term of this Agreement is: **January 1, 2003 -Through- June 30, 2004**
3. The maximum amount of this Agreement is: **\$ 370,570.00** F.Y. 2002/03 - \$123,524.00, Cash Match \$40,163.00
 F.Y. 2003/04 - \$247,046.00, Cash Match \$80,326.00
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:

Exhibit A - Scope of Work	5 Page(s)
Exhibit B - Budget Detail and Payment Provisions	2 Page(s)
Attachment I - Program Budgets	12 Page(s)

- | | | |
|--|---------------|-----------------|
| * Exhibit C - General Terms and Conditions | GTC103 | 1/1/2003 |
| Exhibit D - Special Terms and Conditions | | 4 Page(s) |
| Exhibit E - Additional Provisions | | 1 Page(s) |

* Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/contracts

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 San Mateo Vocational Rehabilitation Services		
BY (Authorized Signature) 		DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Rose Jacobs Gibson, President, County of San Mateo Board of Supervisors		
ADDRESS 400 County Center, Redwood City, CA 94063-1662 Billing: 500 Quarry Rd., San Carlos, CA 94070		
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jean Johnson, Manager, Fiscal and Business Services		
ADDRESS 2000 Evergreen Street, Sacramento, CA 95815-3832		
		<input type="checkbox"/> Exempt per:

**EXHIBIT A
COOPERATIVE CONTRACT
COUNTY OF SAN MATEO
HUMAN SERVICES AGENCY (HSA)
VOCATIONAL REHABILITATION SERVICES (VRS)
& DEPARTMENT OF REHABILITATION (DOR)
- SAN FRANCISCO DISTRICT**

PLAN OF OPERATION

SCOPE OF WORK

I. Introduction

The San Francisco District of the Department of Rehabilitation (DOR) and County of San Mateo, Human Services Agency (HSA), Vocational Rehabilitation Services (VRS) are combining staff and resources to provide vocational rehabilitation services to DOR applicant/clients. All DOR applicants/clients referred will be San Mateo County residents. Target populations will include DOR applicants/clients with significant disabilities referred from the following sources: CALWORKS, County HIV/AIDS program, General Assistance Program, Peninsula Works (One Stop Center), County Alcohol/Substance Programs, and DOR applicants/clients with psychiatric disabilities that are not currently receiving services from San Mateo County Mental Health.

DOR will determine eligibility and functional limitations, assist a DOR client to develop an Individual Plan for Employment (IPE), provide vocational counseling, and provide service and service coordination that will lead to a successful employment outcome.

Upon completion of the DOR application and assignment of the project code, referral will be made by the DOR counselor to VRS. The VRS Program Manager and DOR Contract Administrator/Program Administrator will provide consultation as needed regarding DOR services for DOR applicant/clients referred to VRS. The VRS

Program Manager will encourage coordination of service delivery to DOR clients and network with San Mateo County Mental Health, Peninsula Works and other Humans Services Agency providers to focus on seamless services that may result in successful employment outcomes. During the contract period, a total of 90 unduplicated DOR applicants/clients will be served in this Cooperative Program. As a result of the services provided in this contract, it is expected that DOR will:

- Open 90 new cases
- Develop 60 new Individual Plans for Employment (IPE)
- Close 40 cases successfully (status 26)

II. Services to Be Provided

All services noted below shall only be provided to DOR applicants/clients.

A. Vocational Assessment

1. Description of Service

VRS will provide vocational assessment (VA) for the DOR applicant/client upon referral from the DOR counselor. VA Services will be provided on an individualized basis by the VRS Vocational Specialist based on referral information from the DOR counselor. The VA may include any of all of the following: an intake interview, assessment of the DOR client's current educational/vocational levels, disability related barriers to employment, transferable work skills, abilities and interests, assessment of cultural barriers to employment, and reasonable accommodation issues. At the end of the assessment, the VRS Vocational Specialist will provide the DOR counselor with a written vocational assessment report.

2. Service Outcomes/Number to be Served

During the contract period, there shall be 90 DOR clients who shall receive this vocational assessment service from VRS. As a result of the provision of this service, this shall enable DOR to write 60 IPEs.

B. Employment Services (Employment Preparation, Job Development, and Job Placement)

1. Description of Service

Employment Preparation (Job Search Assistance/Job Readiness Training) – includes services for DOR clients who may require Job Seeking Skills training and preparation prior to entering into a specific Job Search. Activities include, but are not limited to: individualizing job seeking strategies to the individual's assisting clients individualize job seeking strategies to match their current capability, matching their job choice with existing employment opportunities in the community, instruction of individuals and /or groups regarding techniques for obtaining and maintaining employment, such as: interviewing skills, resume development, application preparation, appropriate work behaviors, relevant work practices, and appropriate grooming and hygiene.

Job Development, Job Placement, and follow-up is a package of individualized services that assist job ready DOR clients to obtain and retain employment in their community. Activities identify specific job openings that are appropriate for each DOR client, may appropriately orient DOR client to the job, and identify specific ongoing support and resource needs. Activities include, but are not limited to: contact of employers and the building of networks to develop and/or identify job opportunities; work site analysis, as needed; job site consultation to identify or modify barriers; negotiating job carving or other job accommodations; and assisting the job applicant in finding jobs and employers well-matched to their employment goals. Follow-up services will be provided after the client is placed on the job to provide limited support and monitoring to ensure job retention. Follow-up services will be provided either on or off the job, depending on client need and preference. Follow-up support will be provided at a minimum twice monthly for the first 90 days of employment.

2. Service Outcomes/Number to be Served

During the contract period, there shall be 80 DOR clients who will receive Employment Services, and 60 DOR clients who will be placed in competitive (non- Supported) employment. As a result of this service, it is expected that 50 DOR clients will maintain their employment for at least 90 days.

C. Cooperative Auxiliary Services

1. Description of Service

As part of a team approach, which includes the client and the DOR counselor, VRS will provide vocational service coordination for the DOR applicant/client from intake through successful rehabilitation. The Vocational Specialist will assist DOR clients to successfully participate in agreed upon vocational services, provide vocational case service coordination, linkage to community agencies, and other resources and services to enable the DOR client to choose, get and keep employment.

2. Service Outcomes/Number to be Served

During the contract period, there shall be 90 DOR clients who will receive Cooperative Auxiliary Services.

III. Contract Administrator/Program Coordinator

Department of Rehabilitation
Darlene Rutkowski
185 Berry Street, Suite 180
San Francisco, CA 94107
(415) 904-7178
drutkows@dor.ca.gov
FAX 415-597-5810

Vocational Rehabilitation
Services
Robert Manchia
550 Quarry Road
San Carlos, CA 94070
(650) 802-6491
rmanchia@co.sanmateo.ca.us
FAX 650-654-8885

IV. Linkages to Other Community Agencies

In addition to services within San Mateo County (CALWORKs, Peninsula Works, Mental Health) this Cooperative Program has linkages with the following: Social Security Administration, Workability III at Canada College, Skyline Community College, College of San Mateo, Regional Occupational Program, Adult Education, Center for Independence of the Disabled, Occupational Industrialization Center West (OICW), Goodwill Industries, RCH, Inc., Community Gatepath, Caminar CLC/Jobs Plus and other community agencies.

IV. In Service Training

Cooperative Program staff and DOR staff, through joint-unit meetings, and other settings will be cross-trained in the other agency's missions, services, procedures, and professional approaches.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

- I. 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.
- II. This contract is valid and enforceable only if sufficient funds are made available to the State by the United State 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.
- III. 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.
- IV. There are no oral understandings or agreements that are not incorporated in this contract.
- V. Either party has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.
- VI. 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 DOR consumers 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 variation 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.

Exhibit B (Continued)

- VII.** Staff Percentage of Time/Number of Hours. The staff position percentages of time/number of hours stated in the budget narrative(s) are considered to be annualized percentages of time/number of hours. Over the term of the contract, the average of each staff position's actual percentage of time/number of hours claimed for the contract period cannot exceed the percentage of time/number of hours stated in the budget narrative for that position. Any changes to the budgeted percentage of time/number of hours of a staff position requires a contract revision. The Contractor is responsible for monitoring the percentage of time/number of hours devoted by staff on the contract for overall consistency with the contract terms.
- VIII.** 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.
- IX.** Payment of Expenditures. By signing this contract, Contractor certifies under penalty of perjury that the Service Budget (DR 801A) does not contain line items that are, or will be, during the period covered by this contract, reimbursed/paid by another source of funding.
- State will pay the Contractor as invoiced monthly/quarterly, in arrears for Contractor's actual cost in providing the services as identified on the "Service Budget (DR801A)." Total funds to be paid shall not exceed the amount specified in the "Service Budget."
- State will not pay the contractor for actual cost until the match has been submitted by the County.
- X.** Cash Match. Each fiscal year, Contractor will pay to State, 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 1
PROGRAM BUDGET SUMMARY**

January 1, 2003 – June 30, 2003

DOR PROGRAM COSTS (From DOR Program Budget)	\$65,037
TOTAL PAYMENT BY DOR TO Contracting Agency (From Service Budget)	\$123,524
TOTAL PROGRAM COST	\$188,561

COOPERATIVE AGENCY CERTIFIED EXPENDITURE AND CASH CONTRIBUTION MUST BE FROM NON-FEDERAL FUNDS. THE SOURCE OF FUNDING FOR THE CASH CONTRIBUTION IS STATE REALIGNMENT FUNDS.

CASH MATCH 21.3%	\$ 40,163
DOR SHARE 78.70%	\$ 148,398

TOTAL BUDGET	\$188,561
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DOR PROGRAM BUDGET SUMMARY

January 1, 2003 to June 30,2003

1.0 FTE Counselor Unit

Department of Rehabilitation Services

<u>ITEM</u>	<u>PROGRAM COSTS</u>	<u>TOTAL</u>
Rehabilitation Counselor Unit	\$50,037	\$ 50,037
Case Services (Individual Client Expense)		\$15,000
SUBTOTAL		\$ 65,037
<hr/> TOTAL DOR PROGRAM COST		\$ 65,037

ORIGINAL

AMENDMENT

REVISION

Contractor Name and Address: County of San Mateo Human Services Agency Vocational Rehabilitaiton Service 550 Quarry Road San Carlos, CA 94070		Contract Number:	Federal ID Number: ID 94-6000-532		Page 1 Of 1 Pages
		Budget Period 1/1/03 - 6/30/03	Effective Date:	Effective Date:	
Line	Position Title/ % of Time Expense & Description		Budget Change	Budget Change	TOTAL BUDGET
1	Job Development Specialist II/III	\$41,142.00			\$41,142.00
2	Placement Program Supervisor	\$6,059.00			\$6,059.00
3	Vocational Specialist II/III	\$43,418.00			\$43,418.00
4	Vocational Program Supervisor	\$6,237			\$6,237.00
5	Office Assistant	\$2,340			\$2,340.00
6	Subtotal	\$99,197.00			\$99,197.00
7	Transportation	\$1,800.00			\$1,800.00
8	Communication	1,053.00			\$1,053.00
9	Rent	\$3,258.00			\$3,258.00
10	Facilities maintenance	\$2,106.00			\$2,106.00
11	Subtotal	\$107,413.00			\$107,413.00
12	Administrative Overhead @ 15%	\$16,111.00			16,111.00
13					
14					
15					
16					
	TOTALS	\$123,524			\$123,524

Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

SERVICE BUDGET NARRATIVE

PERSONNEL

FTE are based on a 40 hour work week

Line 1: Job Development Specialist II/III – 1 FTE @ \$82,284 per annum

DOR contract duties:

Under direction and supervision of the Placement Program Supervisor, this position provides the following intensive services to DOR clients meeting the target population of CALWORKS, County HIV/AIDS program, General Assistance Program, Peninsula Works (One Stop Center), County Alcohol/Substance Programs, or DOR applicants/clients with psychiatric disabilities who are not receiving services from San Mateo County Mental Health. Will provide Employment Services, which include; develop job leads, arrange interviews, assist with applications and resume, instruct the DOR client on appropriate attire and grooming, assist the DOR client with cold calls, directs employer contact, teach job seeking skills, and/ or explore job readiness and motivation for DOR clients. Job Development Specialists recruit potential employers, assist with reasonable job accommodations, conduct on site job analysis, and provide brief follow-up services.

Line 2: Placement Program Supervisor - .12 FTE @ \$100,975 per annum

Non-contract duties:

Under direction and supervision of the Central Region Program Manager, this position provides supervision, training, and evaluation of job development staff providing job placement services to non-contract program participants.

DOR contract duties:

Under direction and supervision of the Central Region Program Manager duties include: training, supervision, and evaluation of job development specialists providing intensive Employment Services to contract DOR applicants/clients, to include job development, job placement and brief follow up services. Manages and reviews case

load distribution of DOR client cases, prepares and analyzes statistical data relating to the DOR contract.

Lines 3: Vocational Specialist II/III – 1 FTE @ \$86,835 per annum

DOR contract duties:

Under the DOR Cooperative Contract, duties include provision of Cooperative Auxiliary Services and Vocational Assessment. Provide case service coordination and linkage to Cooperative Employment Services, and linkage of DOR applicants/clients to other resources and services. Works closely with the DOR counselor and keeps records on DOR applicants/clients. Participates in Cooperative meetings.

Line 4: Vocational Program Supervisor - .12 FTE @ \$103,950 per annum

Non-contract duties:

Under direction and supervision of the Central Region Program Manager, this position provides supervision, training, and evaluation of non-contract staff providing vocational services to program participants.

DOR contract duties:

Under direction and supervision of the Central Region Program Manager duties include: training, supervision, and evaluation of vocational specialists providing intensive Vocational Assessment, Employment Services, and Cooperative Auxiliary Services to DOR applicants/clients from intake through successful rehabilitation, manage and review case load distribution of DOR client cases, prepare and analyze statistical data relating to the DOR contract.

Line 5: Office Assistant - .10 FTE @ \$46,800 per annum

Non-contract Duties:

Under direction and supervision of the Vocational Program Supervisor, this position provides office clerical support to staff providing services to non-contract program participants.

DOR contract duties:

Under direction and supervision of the Vocational Program Supervisor, duties include clerical support to the Vocational Specialists and Job Development Specialists providing VR services

under this contract. This may include performing case correspondence, organizing and maintaining files, processing management information service functions for DOR cases, as well as statistical recording for the DOR contract for the Placement and Vocational Program Supervisors.

OPERATING EXPENSES

Line 7: Transportation – Mileage reimbursement for the Job Development Specialist & Vocational Specialist to provide services to DOR clients under the terms of this contract = \$1,800

Line 8: Communication -- Includes telephone, cell phone and internet service for 2.34 FTE x \$75/mo x 6 months = \$1,053

Line 9 : Rent Occupancy --

Office cubicle space for 2.10 x 93.5 sq.ft. = 196

Supervisory office space for .24 x 120 sq.ft. = 29

Meeting space (20% of 400 sq. ft) _____ = 80

Total square feet 305

305 square feet @ 1.78 per square foot for 6 months = \$3,257

Line 10: Facilities maintenance – consists of janitorial service that is separate from rent costs - 2.34 FTE x \$150/mo x 6 months = \$2,106

INDIRECT

Line 12 Administrative Overhead: 15% represents the portion of direct program salaries and benefits against total salaries and benefits . This includes management, fiscal and office support. 15% is then applied to that portion of staff salaries and benefits providing services to DOR applicants/clients, as well as Operating Expenses of Transportation, Communication, Rent and Facilities maintenance
.15 X \$107,403 (subtotal Line 15) = \$16,111

PROGRAM BUDGET SUMMARY

July 1, 2003 – June 30, 2004

	<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$130,073
TOTAL PAYMENT BY DOR TO Contracting Agency (From Service Budget)	\$247,046
TOTAL PROGRAM COST	\$377,119

COOPERATIVE AGENCY CERTIFIED EXPENDITURE AND CASH CONTRIBUTION MUST BE FROM NON-FEDERAL FUNDS. THE SOURCE OF FUNDING FOR THE CASH CONTRIBUTION IS STATE REALIGNMENT FUNDS.

CASH MATCH 21.3%	\$ 80,326
DOR SHARE 78.70%	\$296,793

TOTAL BUDGET	\$377,119
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DOR PROGRAM BUDGET SUMMARY

July 1, 2003 to June 30, 2004

1.0 FTE Counselor Unit

Department of Rehabilitation Services

<u>ITEM</u>	<u>PROGRAM COSTS</u>	<u>TOTAL</u>
Rehabilitation Counselor Unit	\$100,073	\$100,073
Case Services (Individual Client Expense)		\$30,000
SUBTOTAL		\$130,073
<hr/>		
TOTAL DOR PROGRAM COST		\$130,073

ORIGINAL

AMENDMENT

REVISION

Contractor Name and Address: County of San Mateo Human Services Agency Vocational Rehabilitation Service 550 Quarry Road San Carlos, CA 94070		Contract Number:	Federal ID Number: ID 94-6000-532		Page 1 Of 1 Pages
		Budget Period 7/1/03-6/30/04	Effective Date:	Effective Date:	
Line	Position Title/ % of Time Expense & Description		Budget Change	Budget Change	TOTAL BUDGET
1	Job Development Specialist II/III	\$82,284.00			\$82,284.00
2	Placement Program Supervisor	\$12,117.00			\$12,117.00
3	Vocational Specialist II/III	\$86,835.00			\$86,835.00
4	Vocational Program Supervisor	\$12,474			\$12,474.00
5	Office Assistant	\$4,680			\$4,680.00
6	Subtotal	\$198,390.00			\$198,390.00
7	Transportation	\$3,600.00			\$3,600.00
8	Communication	2,106.00			\$2,106.00
9	Rent	\$6,515.00			\$6,515.00
10	Facilities maintenance	\$4,212.00			\$4,212.00
11	Subtotal	\$214,823.00			\$214,823.00
12	Administrative Overhead @ 15%	\$32,223.00			32,223.00
13					
14					
15					
16					
TOTALS		\$247,046			\$247,046

Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

SERVICE BUDGET NARRATIVE

PERSONNEL

FTE are based on a 40 hour work week

Line 1: Job Development Specialist II/III – 1 FTE @ \$82,284 per annum

DOR contract duties:

Under direction and supervision of the Placement Program Supervisor, this position provides the following intensive services to DOR clients meeting the target population of CALWORKS, County HIV/AIDS program, General Assistance Program, Peninsula Works (One Stop Center), County Alcohol/Substance Programs, or DOR applicants/clients with psychiatric disabilities who are not receiving services from San Mateo County Mental Health. Will provide Employment Services, which include; develop job leads, arrange interviews, assist with applications and resume, instruct the DOR client on appropriate attire and grooming, assist the DOR client with cold calls, directs employer contact, teach job seeking skills, and/ or explore job readiness and motivation for DOR clients. Job Development Specialists recruit potential employers, assist with reasonable job accommodations, conduct on site job analysis, and provide brief follow-up services.

Line 2: Placement Program Supervisor -.12 FTE @ \$100,975 per annum

Non-contract duties:

Under direction and supervision of the Central Region Program Manager, this position provides supervision, training, and evaluation of job development staff providing job placement services to non-contract program participants.

DOR contract duties:

Under direction and supervision of the Central Region Program Manager duties include: training, supervision, and evaluation of job development specialists providing intensive Employment Services to contract DOR applicants/clients, to include job development, job placement and brief follow up services. Manages and reviews case

load distribution of DOR client cases, prepares and analyzes statistical data relating to the DOR contract.

Lines 3: Vocational Specialist II/III -- 1 FTE @ \$86,835 per annum

DOR contract duties:

Under the DOR Cooperative Contract, duties include provision of Cooperative Auxiliary Services and Vocational Assessment. Provide case service coordination and linkage to Cooperative Employment Services, and linkage of DOR applicants/clients to other resources and services. Works closely with the DOR counselor and keeps records on DOR applicants/clients. Participates in Cooperative meetings.

Line 4: Vocational Program Supervisor - .12 FTE @ \$103,950 per annum

Non-contract duties:

Under direction and supervision of the Central Region Program Manager, this position provides supervision, training, and evaluation of non-contract staff providing vocational services to program participants.

DOR contract duties:

Under direction and supervision of the Central Region Program Manager duties include: training, supervision, and evaluation of vocational specialists providing intensive Vocational Assessment, Employment Services, and Cooperative Auxiliary Services to DOR applicants/clients from intake through successful rehabilitation, manage and review case load distribution of DOR client cases, prepare and analyze statistical data relating to the DOR contract.

Line 5: Office Assistant - .10 FTE @ \$46,800 per annum

Non-contract Duties:

Under direction and supervision of the Vocational Program Supervisor, this position provides office clerical support to staff providing services to non-contract program participants.

DOR contract duties:

Under direction and supervision of the Vocational Program Supervisor, duties include clerical support to the Vocational Specialists and Job Development Specialists providing VR services

under this contract. This may include performing case correspondence, organizing and maintaining files, processing management information service functions for DOR cases, as well as statistical recording for the DOR contract for the Placement and Vocational Program Supervisors.

OPERATING EXPENSES

Line 7: Transportation -- Mileage reimbursement for the Job Development Specialist & Vocational Specialist to provide services to DOR clients under the terms of this contract = \$3600

Line 8: Communication – Includes telephone, cell phone and internet service for 2.34 FTE x \$75/mo x 12 months = \$2,106

Line 9 : Rent Occupancy –

Office cubicle space for 2.10 x 93.5 sq.ft. = 196

Supervisory office space for .24 x 120 sq.ft. = 29

Meeting space (20% of 400 sq. ft) = 80

Total square feet 305

305 square feet @ 1.78 per square foot for 12 months = \$6,515

Line 10: Facilities maintenance – consists of janitorial service that is separate from rent costs - 2.34 FTE x \$150/mo x 12 months = \$4,212

INDIRECT

Line 12 Administrative Overhead: 15% represents the portion of direct program salaries and benefits against total salaries and benefits . This includes management, fiscal and office support. 15% is then applied to that portion of staff salaries and benefits providing services to DOR applicants/clients, as well as Operating Expenses of Transportation, Communication, Rent and Facilities maintenance .15 X \$214,823 (subtotal Line 15) = \$32,223

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

I. Software

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

II. 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 applicable provisions of the Contract Manual. Match requirements are applicable to Cooperative Programs only.

III. 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 the local Department of Rehabilitation District Administrator and a designated representative of the contractor 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.

IV. 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 701 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, as amended, and the State Plan for Vocational Rehabilitation Services. Client

Exhibit D (Continued)

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 701 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.

V. 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.

VI. Personnel Standards

Contractor shall maintain personnel standards in accordance with the Code of Federal Regulations, 34 CFR 361.51(b).

VII. 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.)

VIII. 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 laws and regulations, including the applicable Office of Management and Budget Circular.

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 laws and regulations. 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.

IX. Principles and Standards for Determining Allowable Costs, including Requirements for Documenting Personnel Activity Chargeable to the Contract.

The Federal Office of Management and Budget (OMB) has established cost principles for determining allowable costs chargeable to Federal awards. Contracts awarded by the Department, including this contract, are subject to these cost principles as defined in the OMB Circulars.

Exhibit D (Continued)

The Contractor agrees to abide by the cost principles applicable to its organization as specifically defined in the following:

- OMB Circular A-21: Cost Principles for Educational Institutions (Colleges and Universities – CSU/UC)
- OMB Circular A-87: Cost Principles for State, Local, and Indian Tribal Governments (Counties, Cities, Special Education Local Plan Areas, School Districts, Regional Occupation Programs, and other State and Local government agencies; generally applicable to Community College Districts)
- OMB Circular A-122: Cost Principles for Non-Profit Organizations

Further, documenting and supporting the distribution of personnel activity to the contract is critical. The Contractor agrees to comply with the OMB Circular applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

A copy of the OMB Circulars listed above are available for download and review on the Internet at www.whitehouse.gov/omb/circulars.

The applicable Federal and State laws and regulations, including OMB Circulars, take precedence, except where the contract is more restrictive.

X. Pattern of Service (Cooperative Programs Only)

The services provided by the Contractor under this contract cannot be the customary or typical services, but rather the services must have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus. These services are applicable to Cooperative Programs only.

EXHIBIT E

ADDITIONAL PROVISIONS

I. Contract Monitoring and Reporting

- Quarterly collaboration meetings, facilitated by the Cooperative Program Manager, between DOR and VRS staff assigned to this contract will occur to discuss the contract objectives and role and responsibilities.
- At the quarterly meetings the monthly statistical encumbrance reports will be reviewed. The status of progress reports on DOR applicants/clients for DOR counselors will also be reviewed.
- The DOR contract administrator will review at least one month of time records for VRS staff during this contract period.
- The DOR contract administrator will monitor the service invoices submitted by VRS on a monthly basis.

II. Transportation of DOR Applicants/Clients

Transportation will be provided to DOR clients by VRS.