STATE OF CALIFORNIA	
STANDARD AGREEMEN	ľ

STD. 213 (Rev 06/03)

AGREEMENT NUMBER 26740

REGISTRATION NUMBER

1.	This Agreement is entered into between the State Agency and the Contractor r	named below
•	STATE AGENCY'S NAME	
	Department of Rehabilitation	
•	CONTRACTOR'S NAME	
	County of San Mateo, Human Services Agency, Vocational Rehabilita	ation Services
2.	The term of this Agreement is: July 1, 2007 -Through- June 30, 2010	
3.	The maximum amount of this Agreement is: \$ 855,414.00 FY 07/08-\$285,138, FY 08/09-\$2. Cash Match: FY 07/08-\$88,718, I	53,138, FY 09/10-\$285,138 CFDA 84.126A FY 08/09-\$88,718, FY 09/10-\$88,718
4.	The parties agree to comply with the terms and conditions of the following Reference made a part of the Agreement:	ng exhibits which are by this
	Exhibit A - Scope of Work	5 Page(s)
	Exhibit B - Budget Detail and Payment Provisions	3 Page(s)
	Attachment I - Program Budgets and Service Budget Narrative	13 Page(s)

* Exhibit C - General Terms and Conditions

GTC - 307

3/28/2007

Exhibit D - Special Terms and Conditions

4 Page(s)

Exhibit E - Additional Provisions

3 Page(s)

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

CONT	RACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, st	ate whether a corporation, partnership, etc.)	
County of San Mateo, Human Services Age	ncy, Vocational Rehabilitation Services	
BY (Authorized Signature)	DATE SIGNED (Do not type)	•
PRINTED NAME AND TITLE OF PERSON SIGN Rose Jacobs Gibson, Presid		
ADDRESS 50 Quarry Road, 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 SIGN	ING	
Douglas J. Sale, Chief, Contracts & Procur	ement Section	
		Exempt Per
ADDRESS		

^{*} 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

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

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 Mental Health disabilities that do not fall into the San Mateo County criteria to be included in the San Mateo County Vocational Rehabilitation Services (VRS) Department of Mental Health cooperative contract.

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. VRS will provide vocational assessment and employment services to DOR applicants/clients.

Upon completion of the DOR application and assignment of the project code, the DOR counselor will make referral 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 Human 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:

For fiscal year 2007/08:

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

For fiscal year 2008/09:

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

For fiscal year 2009/10:

- Open 90 new cases
- Develop 60 new Individualized 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 Services

1. Description of Service

VRS will provide vocational assessment (VA) for the DOR applicant/client upon referral from the DOR counselor. The VRS Vocational Specialist based on referral information from the DOR counselor will provide VA Services on an individualized basis. The VA may include any of all of the following: an intake interview, assessment of the DOR client's current educational/vocational levels, HSA Coop contract plan of operation 2007

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 fiscal year 2007/08, there shall be 90 DOR applicants/clients who shall receive vocational assessment services from VRS who shall receive vocational assessments by VRS resulting in 70 completed assessments and written reports to DOR.

During fiscal year 2008/09, there shall be 90 DOR applicants/clients who shall receive vocational assessment services from VRS who shall receive vocational assessments by VRS resulting in 70 completed assessments and written reports to DOR.

During fiscal year 2009/10, there shall be 90 DOR applicants/clients who shall receive vocational assessment services from VRS who shall receive vocational assessments by VRS resulting in 70 completed assessments and written reports to DOR.

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 require Job Seeking Skills training and preparation prior to entering into a specific Job Search. Activities include: individualized job seeking strategies assisting DOR clients with individualized 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, will appropriately orient DOR client to the job, and identify specific ongoing support and resources needs. Activities include: contact of employers; 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 DOR 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 DOR 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 fiscal year 2007/08, 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 40 DOR clients will maintain their employment for at least 90 days and result in a DOR 26 closure.

During fiscal year 2008/09, 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 40 DOR clients will maintain their employment for at least 90 days and result in a DOR 26 closure.

During fiscal year 2009/10, 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 40 DOR clients will maintain their employment for at least 90 days and result in a DOR 26 closure.

III. Contract Administrator/Program Coordinator

Department of Rehabilitation
Diane Nakaji
Rehabilitation Specialist
301 Howard Street, 7th Floor
San Francisco, CA 94105
(415) 904-7178
(415) 904-5996 Fax
dnakaji@dor.ca.gov

Vocationnel Réhabilitation Services Carmen O'Keefe VRS Program Manager 550 Quarry Road San Carlos, CA 94070 (650) 802-6549 Fax 650-593-7481 cokeefe@co.sanmateo.ca.us

IV. Linkages to Other Community Agencies

This Cooperative Program has linkages with the following: Social Security Administration, Workability III at 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, JPC Inc., Peninsula Works, Community Gatepath, Caminar CLC/Jobs Plus and other community agencies and Peninsula Works (One Stop Center) partners.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

- 1. 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.
- 2. This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this contract for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.
- 3. 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.
- 4. There are no oral understandings or agreements that are not incorporated in this contract.
- 5. 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.
- 6. The Contractor may exceed an existing budget line item on the DR 801B, Service Invoice, within an approved budget category as long as such change is necessary for the provision of services to DOR consumers, consistent with the budget narrative, and the total budget category amount is not exceeded. The budget categories are (1) Personnel, (2) Operating Expenses, and (3) Indirect Cost/Administrative Overhead. The Contractor must decrease spending in other line items within the budget category so that the total budgeted amount for the budget category does not change, or receive formal written approval through a budget revision or amendment to move funds from another budget category prior to incurring additional expenditures. The Contractor must submit a written explanation that includes the reason(s) for exceeding the line item(s) with the claim for payment. The State reserves the right to deny payment for any expenditure that is determined by the State to be inappropriate.
- 7. Expenditures cannot be incurred that will exceed the total budget category amount. To move funds between budget categories requires a budget revision. Changes in budget category amounts shall not result in an increase of the total contract amount. Any alterations or variations to the contract must be contained

in a written contract budget revision approved by State's Contract Office and/or written contract amendment, approved by the Department of General Services.

- 8. 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.
- 9. 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.

10. Payment of Expenditures

By signing this contract, Contractor certifies under penalty of perjury that the Service Budget (DOR 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 or quarterly as specified in Exhibit E, in arrears for Contractor's actual cost in providing the services as identified on the "Service Budget (DOR801A)." For each fiscal year, total funds to be paid shall not exceed the amount specified in the "Service Budget" for that fiscal year. Unexpended funds for a fiscal year shall not be carried over to another fiscal year.

11. Cash Match

Each fiscal year, Contractor will pay to State, no less than quarterly, in advance, upon receipt of an invoice from State, all those 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 match to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary".

12. 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 contractor. The

allocation of indirect costs cannot be based on an arbitrary fixed rate. Where an estimated percentage rate is used when the contract is written, the actual rate must be used to bill for indirect costs/administrative overhead; however, the actual rate cannot exceed the contracted budget percentage rate. If the actual rate exceeds the budgeted rate, then a budget revision or amendment is required prior to billing the actual rate. Documentation to support the allocation rate/method must be maintained by the Contractor and is subject to review by the Department of Rehabilitation, State Auditors, Federal Department of Education auditors, or their designated representatives.

Attachment I

Program Budget Summary

Fiscal Year 2008/09 July 1, 2007 - June 30, 2008

TOTAL BUDGET		\$416,515
Total DOR Share	78.70%	\$327,797
Cooperative Agency Share (Cash Match)	21.30%	\$88,718
TOTAL PROGRAM COST		\$416,515
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$285,138
DOR PROGRAM COSTS (From DOR Program Budget)		\$131,377
		<u>TOTALS</u>

Cooperative agency cash expenditure must be from non-Federal funds. Cash expenditure must equal at least 21.3% of the total program budget. Source of funds: State realignment funds.

DOR Program Budget

Fiscal Year 2007/08

July 1, 2007 - June 30, 2008

1.00

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	FTE EXPENDITURE	FTE	TOTAL
Rehabilitation Counselor	1 FTE = \$101,377	1.00	\$101,377
Case Services (Individual Client Expense	es)		\$30,000
SUBTOTAL			\$131,377
Case Service Contract/s to:			\$0
			\$0
			\$0
		:	\$0
		· =	\$0
TOTAL DOR PROGRAM COS	ЭТ		\$131,377

DOR 801A (Rev. 2/98) SERVICE BUDGET STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION

\$285,138			\$285 138	TOTALS	
\$37,191.90			\$37,191.90	INDIRECT COST @ 15% 15.0000%	25
			\$247,946.00	Subtotal Personnel & Operating Costs:	24
\$16,433.00			\$16,433.00	Subtotal	23
	en en manera en la companya de la c				22
					21
					20
					19
\$4,212.00)	\$4,212.00	Facilities Maintenance	18
\$6,515.00)	\$6,515.00	Rent Occupancy	17
\$2,106.00)	\$2,106.00	Communication	16
\$3,600.00)	\$3,600.00	Transportation	15
				OPERATING	14
\$231,513.00			\$231,513.00	Subtotal	13
					12
					10
					9
					8
					7
\$6,345.00			\$6,345.00	Office Assistant (10.74% of 1 FTE)	6
\$14,268.00			\$14,268.00	Voctional Program Supervisor (11.69% of 1 FTE)	5
\$104,078.00			\$104,078.00	Vocational Specialist II/III (95.59% of 1 FTE)	4
\$13,571.00			\$13,571.00	Placement Program Supervisor (12.41% of 1 FTE)	ω
\$93,251.00		-	\$93,251.00	Job Development Specialist II/III (97.47% of 1 FTE)	2
				PERSONNEL	
TOTAL BUDGET	Budget Change	Budget Change	Amount Budgeted	Position Title	Line No.
			7/1/07-6/30/08	San Carlos, CA 94070	San Ca
				550 Quarry Road	550 Qu
	Effective Date:	Effective Date:	Budget Period:		Vocatio
		ID-94-6000532		County of San Mateo Human Services Agency	County
Page 1 of 1	77	Federal ID Number:	Contract Number:		Contracto
		Revision	Amendment	Y Original	

organization. The allocation of indirect costs cannot be based on an arbitrary rate 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 specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) 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

Attachment I

TOTALS

Program Budget Summary

Fiscal Year 2008/09 July 1, 2008 - June 30, 2009

	•	TOTALS
DOR PROGRAM COSTS (From DOR Program Budget)		\$131,377
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$285,138
TOTAL PROGRAM COST		\$416,515
Cooperative Agency Share (Cash Match)	21.30%	\$88,718
Total DOR Share	78.70%	\$327,797
TOTAL BUDGET		\$416,515

Cooperative agency cash expenditure must be from non-Federal funds. Cash expenditure must equal at least 21.3% of the total program budget. Source of funds: State realignment funds.

DOR Program Budget

Fiscal Year 2008/09
July 1, 2008 - June 30, 2009

1.00

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u> Rehabilitation Counselor	FTE EXPENDITURE 1 FTE = \$101,377	FTE 1.00	TOTAL \$101,377
Case Services (Individual Client Expenses)		\$30,000
SUBTOTAL			\$131,377
Case Service Contract/s to:			
			\$0 \$0
			\$0
the state of the s			\$0
			\$0
TOTAL DOR PROGRAM COST			\$131,377

San Carlos, CA 94070 550 Quarry Road Vocational Rehabilitation Services County of San Mateo Human Services Agency Contractor Name and Address DOR 801A (Rev. 2/98) SERVICE BUDGET STATE OF CALIFORNIA Line No 22 20 19 8 14 6 15 ω თ ဖ S Voctional Program Supervisor (10.58% of 1 FTE) Vocational Specialist II/III (87.35% of 1 FTE Placement Program Supervisor (11.89% of 1 FTE) PERSONNEL INDIRECT COST @ 15% Facilities Maintenance Rent Occupancy Communication **OPERATING** Office Assistant (9.71% of 1 FTE) Job Development Specialist II/III (83.08% of 1 FTE) Transportation Position Title Subtotal Personnel & Operating Costs: TOTALS 15.0000% Subtotal Subtota Contract Number: **Budget Period:** Amount Budgeted 7/1/08-6/30/09 Amendment \$104,078.00 \$231,513.00 \$247,946.00 \$14,268.00 \$13,571.00 \$93,251.00 \$37,191.90 \$16,433.00 \$6,345.00 \$6,515.00 \$2,106.00 \$3,600.00 \$285,138 \$4,212.00 Federal ID Number: Effective Date: ID-94-6000532 Budget Change Revision Effective Date Budget Change DEPARTMENT OF REHABILITATION Page _ TOTAL BUDGET 1 of 1 \$104,078.00 \$231,513.00 \$14,268.00 \$13,571.00 \$93,251.00 \$37,191.90 \$16,433.00 \$6,345.00 \$3,600.00 \$4,212.00 \$6,515.00 \$2,106.00 \$285,138

organization. The allocation of indirect costs cannot be based on an arbitrary rate 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 specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) 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

Attachment I

Program Budget Summary

Fiscal Year 2009/10 July 1, 2009 - June 30, 2010

1.30%	\$416,515 \$88,718 \$327,797
	\$88,718
1.30%	· . ·
	\$416,515
	\$285,138
	\$131,377

Cooperative agency cash expenditure must be from non-Federal funds. Cash expenditure must equal at least 21.3% of the total program budget. Source of funds: State realignment funds.

DOR Program Budget

Fiscal Year 2009/10 July 1, 2009 - June 30, 2010

1.00

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	FTE EXPENDITURE	FTE	TOTAL
Rehabilitation Counselor	1 FTE = \$101,377	1.00	\$101,377
Case Services (Individual Client Expense	s)		\$30,000
SUBTOTAL		•	\$131,377
Case Service Contract/s to:			
		<u> </u>	\$0
		· .	\$0
			\$0
			\$0
			\$0
			0404.0==
TOTAL DOR PROGRAM COS	T · ·		\$131,37

SERVICE BUDGET STATE OF CALIFORNIA San Carlos, CA 94070 550 Quarry Road Vocational Rehabilitation Services County of San Mateo Human Services Agency Contractor Name and Address: DOR 801A (Rev. 2/98) Line No 23 22 21 20 19 18 16 4 15 12 თ ဖ ω Office Assistant (9.42% of 1 FTE) Voctional Program Supervisor (10.28% of 1 FTE) Vocational Specialist II/III (84.81% of 1 FTE Placement Program Supervisor (11.54% of 1 FTE) PERSONNEL INDIRECT COST @ 15% Facilities Maintenance Rent Occupancy Communication **OPERATING** Job Development Specialist II/III (80.66% of 1 FTE) Transportation Position Title Subtotal Personnel & Operating Costs: TOTALS 15.0000% Subtotal Subtotal Contract Number: Budget Period: Amount Budgeted 7/1/09-6/30/10 Amendment \$104,078.00 \$231,513.00 \$247,946.00 \$14,268.00 \$13,571.00 \$93,251.00 \$37,191.90 \$16,433.00 \$6,345.00 \$285,138 \$6,515.00 \$2,106.00 \$3,600.00 \$4,212.00 |Federal ID Number: Effective Date: ID-94-6000532 **Budget Change** Revision Effective Date: **Budget Change** DEPARTMENT OF REHABILITATION Page _ TOTAL BUDGET 1<u>of</u> \$104,078.00 \$231,513.00 \$14,268.00 \$13,571.00 \$93,251.00 \$16,433.00 \$37,191.90 \$6,345.00 \$3,600.00 \$4,212.00 \$6,515.00 \$2,106.00 \$285,138

organization. The allocation of indirect costs cannot be based on an arbitrary rate 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 specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) 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

SERVICE BUDGET NARRATIVE San Mateo County VRS - HSA

PERSONNEL

Non-Contract Duties:

Placement Specialist -

Under the direction and supervision of the Placement Program Supervisor, this position refers clients to employers and to support services for disadvantaged and/or disabled program participants.

DOR contract duties:

Job Development Specialist II -

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 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.

Non-contract duties:

Marketing Manager -

Under the direction and supervision of the VRS Cooperative Program Manager, this position provides supervision and training and evaluation of job development, job coaching, and counseling staff providing services to disadvantaged and/or prevocational service to other disabled and welfare program participants.

DOR contract duties:

Placement Program Supervisor -

Under direction and supervision of the VRS Cooperative Program Manager duties include: training, supervision, and evaluation of job development specialists providing intensive Employment Services to contract DOR clients, to include job development, job placement and brief follow up services. Manages and reviews caseload distribution of DOR client cases, prepares and analyzes statistical data relating to the DOR contract.

Non-contract duties:

Assessment Specialist -

Under the direction and supervision of the Vocational Program Supervisor, this position interviews and provides early prevocational services to disadvantaged and/or disabled program participants this position refers DOR applicants/clients to employers and to other support services for disadvantaged and/or disabled program participants.

DOR contract duties:

Vocational Specialist II/III -

Under the DOR Cooperative Contract, duties include provision of Vocational Assessment. Work closely with the DOR counselor and keeps records on DOR clients. Participates in Cooperative meetings.

Non-contract duties:

Assessment Supervisor -

Under the direction and supervision of the VRS Cooperative Program Manager, this position provides supervision, training, and evaluation of Counseling staff providing prevocational services to disabled and disadvantaged program participants not yet ready for Cooperative program services, as well as counseling and follow along services for closed DR clients.

DOR contract duties:

Vocational Program Supervisor -

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 to DOR 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.

Non-contract duties:

Clerical Aide -

Maintains working files, answers routine requests, types letters, memos, and other correspondence.

DOR contract duties:

Office Assistant -

Under direction and supervision of the VRS Cooperative Program Manager, 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 client cases, as well as statistical recording for the DOR contract for the Placement and Vocational Program Supervisors.

OPERATING EXPENSES

Transportation – Mileage reimbursement for the Job Development Specialist & Vocational Specialist to provide services to DOR clients

Communication – Includes telephone, cell phone and Internet service for $2.04 \text{ FTE } \times \$86/\text{mo} \times 12 \text{ months} = \2106

Rent Occupancy -

Office cubicle space for 2.04 x 93.5 sq.ft. = 191
Supervisory office space for .24 x 120 sq.ft. = 29
Meeting space (20% of 400 sq. ft) = 80
Total square feet 300
300 square feet @ 1.81 per square foot for 12 months = \$6,515

Facilities maintenance – consists of janitorial service that is separate from rent costs - 2.04 FTE x \$172.06/mo x 12 months = \$4,212

INDIRECT

Line 25: Indirect Cost/ Administrative Overhead: 15% represents the portion of direct program salaries and benefits against total salaries and benefits. This includes management and fiscal support. 15% is then applied to that portion of staff salaries and benefits providing services to DOR clients.

.15 X @247,946 (subtotal Line 24) = \$37,191

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. 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.

2. Contract Manual

Contractor acknowledges that it was 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 it specifically agrees that it will comply with all applicable provisions of the Contract Manual. Match requirements are applicable to Cooperative Programs only.

3. Settlement of Disputes

Any dispute concerning performance under the terms of this agreement which is not disposed of within a reasonable period of time by the Contractor and State shall be brought to the attention 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.

4. Rehabilitation Act

By signing this contract, Contractor certifies that it shall comply with all provisions of the Rehabilitation Act of 1973, as amended (29 USC Section 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 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.

5. Travel

The Contractor agrees that all travel and per diem paid its employees under this contract shall be at rates not to exceed those amounts paid to the State's non-represented employees. No expense for travel outside of the State of California shall be reimbursed.

6. Personnel Standards

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

7. Confidentiality

Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by State. Any information obtained by Contractor in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by State.

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

Contractor agrees to report any security breach or incident involving DOR consumers' personal information to the Department of Rehabilitation's Contract Administrator and Information Security Officer. The Department of Rehabilitation's Information Security Officer can be contacted via e-mail at isoinfo@dor.ca.gov.

Security breaches or incidents that must be reported include, but are not limited to:

- 1) Unauthorized disclosure of DOR consumers personal information (as defined in Civil Code Section 1798.39) either physically or electronically by the Contractor or the Contract's assignees.
- 2) Loss of computer equipment or data files, both electronic and hard copy, on which DOR consumers' personal information resides. This includes laptops, disks, DPAs, flash drives, and personal computers.

8. Audit Requirements

Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal 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.

9. 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.

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.

10. Pattern of Service (Cooperative Agreements 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.

11. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing this contract, contractor certifies that neither it nor its principles is presently debarred, suspended, proposed for department, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

EXHIBIT E

I. CONTRACT MONITORING AND REPORTING

The Program Contract Administrator shall monitor the contract by:

- ♦ Submitting DOR 801B and listing of clients received services during the month of invoice.
- ♦ Submitting Personnel Activity Reports or time allocation documents requested by DOR Contract Administrator
- ♦ Including a monthly progress report for each client served during month of invoice
- Meeting with DOR and contract agency staff, as well as clients, family members, caregivers, or other individuals acting as part of an individual's support system. Meeting quarterly with DOR staff assigned to this contract.
- ♦ Submitting monthly statistical reports on clients participating in the program. These will include referrals, enrollments, participation, and completion of services. The Employment Specialist is responsible for these calculations, as well as sending a copy of the monthly report to the DOR Rehabilitation Supervisor and DOR Contract Administrator.
- II. <u>Transportation of DOR clients:</u> Transportation will be provided to DOR clients receiving services under this contract.

EXHIBIT E ADDITIONAL PROVISIONS

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all contract provisions. The DOR Contractor Administrator will:

- Maintain documentation on all contract activities, including the performance of the contract services, invoice reviews and approvals, monitoring activities, and other contract administration activities.
- Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract, and that the Contractor prepares and maintains adequate documentation to support the services provided.
- Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the contract period are based on actual allowable costs, and that the invoices are current, correct, and timely.
- Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.
- Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice.
- Ensure there are sufficient funds to pay for all services rendered as required by the contract.
- Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this contract. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Contracts only)
- Identify low usage levels and consider partial disencumbrance of contract funds.
- Periodically review personnel activity reports for staff funded by the contract to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB circular.
- Verify that all contract staff are providing services in accordance to their duties specified in the contract, including ensuring that:
 - 1. Personnel duty statements or a copy of the Contract Budget Narrative/Contract Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the contract.
 - 2. Verify that job duties, as provided by the contract staff, match contract duty statements and service descriptions.
- Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
- Verify that the contract staff provide services only to authorized DOR clients. (Case Service Contracts only)
- Review the CAS 170AA report. (Case Service Contracts only)

III. <u>Insurance</u>. Contractor shall furnish to State evidence of insurance as follows. The insurance must be issued by an insurance company acceptable to Department of General Services, Office of Insurance and Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS.

The Certificate of Insurance must include:

- A. <u>Commercial General Liability</u>, the certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.
- B. <u>Automobile Liability</u> must include Any-Auto, Hired-Autos, Non-Owned Autos (as applicable), and any other auto used in performing services under the contract for a minimum of \$1,000,000 combined single limit.

This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

In the event said insurance coverage expires at any time or times during the time of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less that the remainder of the term of the contract, or for a period of not less that one year. New certificates of insurance are subject to the approval of DGS, and the contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

- C. Prior to award of the contract, the certificate of insurance must include the following provisions stating that:
 - 1) The insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and
 - 2) The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this contract.