

AGREEMENT NUMBER 26743
REGISTRATION NUMBER



- This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
Department of Rehabilitation
 CONTRACTOR'S NAME
County of San Mateo Vocational Rehabilitation Services
- The term of this Agreement is: **July 1, 2007 -Through- June 30, 2010**
- The maximum amount of this Agreement is: **\$848,500.00 each F.Y.** Cert. Expenditure **\$100,859.00 each F.Y.**
\$ 2,545,500.00 Cash Match: **\$237,328.00 each F.Y.** CFDA **84.126A**
- 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	8 Page(s)
Exhibit B - Budget Detail and Payment Provisions	3 Page(s)
Attachment I - Program Budgets Budget Narratives	18 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)

* 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, Board of Supervisors	
ADDRESS 550 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 SIGNING Douglas J. Sale, Chief, Contracts & Procurement Section	
ADDRESS 2000 Evergreen Street, Sacramento, CA 95815-3832	
<input type="checkbox"/> Exempt Per _____	

COOPERATIVE CONTRACT
COUNTY OF SAN MATEO
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 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, possess a diagnosis of mental illness as designated by the DSM IV, meet DOR and San Mateo County Mental Health (SMCMH) criteria for services, and express motivation to seek employment. Additional services will be provided through a separate case service contract with Caminar Inc.

DOR will determine eligibility and functional limitations, assist a DOR client to develop an Individualized Plan for Employment (IPE), provide vocational counseling, and provide service and service coordination that will lead to a successful employment outcome. VRS or the case service contractor, Caminar Inc. will supplement the above services by providing case services to include: vocational assessment, situational assessment, work adjustment, and employment services to DOR applicants/clients. This Contract provides for VRS and the Case Service contract agency (Caminar, Inc.) to focus on vocational services for the Mental Health Transition Age Youth population and the North County Mental Health area, in addition to the countywide Adult Mental Health population.

Upon completion of the DOR application and assignment of the project code, referral will be made by the DOR counselor to VRS or a Case Service contract agency for DOR applicant/clients referred to VRS and the Case Service contract agency. The Regional Program Manager will provide input as needed regarding contract services provided to DOR applicant/clients referred to VRS and the Case

Service contract agency. The Regional Program Manager will encourage coordination of service delivery to DOR clients and network with SMCMH and other mental health providers to focus on seamless services that may result in successful employment outcomes. During each fiscal year, a total of three hundred (300) unduplicated DOR clients, with fifty (50) coming from the Mental Health Transition Age Youth population, will be served in the Cooperative Program. As a result of the services provided in this contract, it is expected that DOR will:

For fiscal year 2007/08:

- Open 200 new cases, targeting 50 to be from the Transition Age Youth Program
- Develop 150 new Individual Plans for Employment (IPE), 40 targeted to be from the Transition Age Youth Program
- Close 62 cases successfully (status 26), 5 to be from the Transition Age Youth Program.

For fiscal year 2008/09:

- Open 200 new cases, targeting 50 to be from the Transition Age Youth Program
- Develop 150 new Individual Plans for Employment (IPE), 40 targeted to be from the Transition Age Youth Program
- Close 62 cases successfully (status 26), 5 to be from the Transition Age Youth Program.

For fiscal year 2009/10:

- Open 200 new cases, targeting 50 to be from the Transition Age Youth Program
- Develop 150 new Individual Plans for Employment (IPE), 40 targeted to be from the Transition Age Youth Program
- Close 62 cases successfully (status 26), 5 to be from the Transition Age Youth Program.

II. Services to Be Provided

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

A. Vocational Assessment

1. Description of Services

This service is provided by the case service contract provider, Caminar, Inc. The Vocational Assessment provides a comprehensive assessment process that systematically utilizes the intake interview, self-assessments as appropriate, to assist the DOR applicants/client in the identification of goals leading towards vocational development. Vocational Assessment is used for the DOR applicants/clients, DOR staff, and Cooperative Program and Case Service agency to assess specific questions about work readiness, motivation, job exploration and match as well as the progress of the DOR applicant/client's IPE. Medical, psychological, social, vocational, educational, cultural, and economic issues are explored and incorporated into the vocational assessment process. Upon receipt of written authorization, Caminar will provide Vocational Assessment services and upon completion, provide a report to the DOR counselor.

2. Service Outcomes/Number to be Served

During fiscal year 2007/08, there shall be 45 DOR applicant/clients who shall receive Vocational Assessment services by Caminar, Inc. resulting in 40 completing the assessment.

During fiscal year 2008/09, there shall be 45 DOR applicant/clients who shall receive Vocational Assessment services by Caminar, Inc. resulting in 40 completing the assessment.

During fiscal year 2009/10, there shall be 45 DOR applicant/clients who shall receive Vocational Assessment services by Caminar, Inc. resulting in 40 completing the assessment.

B. Situational Assessment

1. Description of Service

Situational Assessment is provided by VRS. Situational assessment is a comprehensive work evaluation process that utilizes real work as the focal point for assessment and vocational exploration of DOR applicant/clients, as appropriate to assist DOR applicants/clients in the

identification of an individual's strengths and barriers to employment leading towards vocational development. Situational Assessments will be provided at the VRS Work Center as well as offsite locations. Services include assessment of:

- Overall quality of work
- Stamina, work tolerance
- Interest in work, attitude
- Relationship with co-worker, supervisors
- Attendance
- Productivity quality and quantity
- And other information, as requested by the DOR counselor
- Medical, psychological, social, vocational, cultural, and economic issues are explored

Situational Assessment services are typically provided for DOR applicant/clients for 20 - 40 days, but may take longer if client is not attending on a full time basis and can be extended after a case staffing with the DOR Counselor. Upon receipt of written contract referral checklist from the DOR counselor, Situational Assessment Services will be provided by VRS to address specific issues.

2. Service Outcomes/Number to be served

During fiscal year 2007/08, there shall be 70 DOR applicants/clients who shall receive Situational Assessment services at VRS, resulting in a written report to the DOR counselor. There shall be 70 completions.

During fiscal year 2008/09, there shall be 70 DOR applicants/clients who shall receive Situational Assessment services at VRS, resulting in a written report to the DOR counselor. There shall be 70 completions.

During fiscal year 2009/10, there shall be 70 DOR applicants/clients who shall receive Situational Assessment services at VRS, resulting in a written report to the DOR counselor. There shall be 70 completions.

C. Work Adjustment

1. Description of Service

Work Adjustment services are provided by VRS. Work adjustment includes a plan that combines transitional paid work and life skills training, which assists DOR clients toward their optimal level of vocational development. This service includes a plan for combination of transitional paid work and life skills to help the DOR clients fully develop marketable work skills and behaviors. The intent of the service is to assist DOR clients to:

- Further understand the meaning, value, and demands of work
- Learn or re-establish skills, attitudes, personal characteristics and work behavior
- Develop improved functional capacities
- Develop appropriate interpersonal skills
- Increase self confidence
- Identify special work characteristics for a "job match"

Work adjustment is typically provided for the required period of time needed to accomplish the DOR client's adjustment goals, typically six to nine months, but can be extended after a case staffing with the DOR counselor. Work adjustment will be offered in sheltered work settings and in the community. Upon written contract referral checklist from the DOR counselor, VRS will provide Work Adjustment Services. Clients progress will be reviewed monthly and shared with the DOR Counselor.

2. Service Outcomes/Number to be served

During fiscal year 2007/08, there shall be 40 DOR clients who shall receive work adjustment services from VRS, resulting in a written report to the DOR counselor on a monthly basis. There shall be 40 completions.

During fiscal year 2008/09, there shall be 40 DOR clients who shall receive work adjustment services from VRS, resulting in a written report to the DOR counselor on a monthly basis. There shall be 40 completions.

During fiscal year 2009/10, there shall be 40 DOR clients who shall receive work adjustment services from VRS, resulting in a written report to the DOR counselor on a monthly basis. There shall be 40 completions.

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

Description of Service

Employment Services are provided by both VRS and Caminar, Inc.

Employment Preparation will provide for job seeking skills which will include, but is not limited to: career exploration, interviewing skills, resume development, application preparation, appropriate work behaviors, grooming and hygiene, knowledge of work practices and benefits.

Job Development, Job Placement and Follow-up is a package of individualized services that assist job ready DOR clients to obtain and retain employment consistent with their IPE goal. Services provided may include developing job leads, arranging interviews, assisting with applications and resume, instructing the DOR client on appropriate attire and grooming, assisting the DOR client with cold calls, direct employer contact, and facilitating a group process to develop motivation. Job Development Specialists recruit potential employers, assist with reasonable job accommodations, conduct on site job analysis, provide support to DOR client and employer, and follow-up with employed client and employer to assure stabilization and mutual satisfaction with the employment relationship. DOR clients may be placed in individual or group work sites depending upon their choice and maximum vocational potential. DOR clients are placed in integrated work environments with work schedules designed to accommodate their disabilities. Upon written receipt of DOR

authorization/contract referral checklist, VRS and Caminar, Inc. will provide Employment Services.

Follow up and Retention:

- Assist client in maintaining and retaining employment.
- Provide follow up services through to ensure successful job retention.

2. Service Outcomes/Number to be served

During fiscal year 2007/08, DOR will refer 120 DOR clients for Employment Services. (VRS will receive 75 DOR referrals and Caminar, Inc. will receive 45 referrals.) 100 DOR clients will be placed in competitive employment consistent with their respective approved IPE. (VRS will place 75 DOR clients and Caminar, Inc. will place 25) 62 are expected to obtain and retain suitable employment for 90 days or longer resulting in a 26 closure. (45 from VRS and 17 from Caminar.)

During fiscal year 2008/09, DOR will refer 120 DOR clients for Employment Services. (VRS will receive 75 DOR referrals and Caminar, Inc. will receive 45 referrals.) 100 DOR clients will be placed in supported/competitive employment consistent with their respective approved IPE. (VRS will place 75 DOR clients and Caminar, Inc. will place 25) 62 are expected to obtain and retain suitable employment for 90 days or longer resulting in a 26 closure. (45 from VRS and 17 from Caminar.)

During fiscal year 2009/10, DOR will refer 120 DOR clients for Employment Services. (VRS will receive 75 DOR referrals and Caminar, Inc. will receive 45 referrals.) 100 DOR clients will be placed in supported/competitive employment consistent with their respective approved IPE. (VRS will place 75 DOR clients and Caminar, Inc. will place 25) 62 are expected to obtain and retain suitable employment for 90 days or longer resulting in a 26 closure. (45 from VRS and 17 from Caminar.)

III Contract Administrator/Program Coordinator

Diane Nakaji
Department of Rehabilitation
301 Howard Street, 7th Floor
San Francisco, CA 94107
(415) 904-7178
(415) 904-5996 Fax
dnakaji@dor.ca.gov

Carmen O'Keefe
VRS
550 Quarry Rd.
San Carlos, CA 94070
(650) 802-6477
(650) 631-1101 Fax
cokeefe@co.sanmateo.ca.us

IV Linkages To Other Community Agencies

This Cooperative Program has linkages with the following: Social Security Administration, Workability III and Stepping Stones at Cañada College, Skyline Community College and College of San Mateo, ROP, Adult Education, the Community College District's Supported Education Programs as well as other members of the San Mateo B.E.S.T. (Building Employment Services Team), CID (Center for Independence of the Disabled), OICW, Goodwill, Janet Pomeroy Center, (JPC), San Mateo County Employment and Services Centers, the County PeninsulaWorks One Stop Career Center sites and other One Stop partner agencies.

V In Service Training.

Cooperative Program staff and DOR staff, through joint-unit meetings, will be cross-trained at least quarterly in the other agencies missions, services, procedures, and professional approaches.

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

Exhibit B (continued)

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.

State will not pay contractor for actual costs until the match has been submitted by the County.

11. Certified Expenditure

Contractor shall certify to the State, on a monthly or quarterly basis as specified in Exhibit E, the actual expenditure of Contractor funds for Contractor's cost of operation in the Cooperative program as set forth in the "Cooperative Agency Certified Expenditure Budget Summary." All such expenditures shall be under the administrative supervision of State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the "Cooperative Agency Certified Expenditure Budget Summary."

The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary.”

If the value of the actual time certified by the Contractor is below 25% of the actual total program cost, the “Service Budget” may be reduced after review by the DOR Contract Administrator. State will not pay the Contractor for actual cost until the certified expenditure invoice has been submitted.

The Contractor contributions, including any in excess of the amount specified in the “Cooperative Agency Certified Expenditure Budget Summary” will be used by State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the “Total Program Cost” as identified on the “Program Budget Summary” shall accrue to the State.

12. 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”.

13. 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.

County of San Mateo Vocational Rehabilitation Services

Attachment 1

Program Budget Summary

Fiscal Year 2007/08

July 1, 2007-June 30,2008

TOTALS

DOR PROGRAM COSTS (From DOR Program Budget)		\$568,291
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$848,500
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		\$100,859

TOTAL PROGRAM COST		\$1,517,650
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Certified Expenditure	25.00%	\$100,859
DOR Share	75.00%	\$302,575

Cash Expenditure	21.30%	\$237,328
DOR Share	78.70%	\$876,888

TOTAL BUDGET		\$1,517,650
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Cooperative agency certified expenditure and cash expenditure must be from non-Federal Funds and cannot be used to draw down other Federal Funds. The cash expenditure must equal at least 21.3% of the designated share and the certified expenditure must equal at least 25% of the designated share. Source of match: State realignment funds.

San Mateo County Vocational Rehabilitation Services

DOR Program Budget

Fiscal Year 2007/08

July 1, 2007 - June 30, 2008

2.33

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$101,377	2.33	\$236,208
Case Services (Individual Client Expenses)			\$90,162
SUBTOTAL			\$326,370
Case Service Contract/s to:			
Caminar, Inc.			\$241,921
			\$0
			\$0
			\$0
			\$0
TOTAL DOR PROGRAM COST			\$568,291

SERVICE BUDGET

DOR 801A (Rev. 2/98)

Contractor Name and Address:
 County of San Mateo
 Vocational Rehabilitation Services
 550 Quarry Road
 San Carlos, CA 94070

Original

Amendment

Revision

Contract Number: ID-94-6000-532

Page 1 of 1

Budget Period: 7/1/07 - 6/30/08

Effective Date:

Effective Date:

Line No.	Position Title	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL - FTE Equals 40 hours per week				
2	Rehab. Production Supervisor III (.36 of 1 FTE)	\$33,092.00			\$33,092.00
3	Rehab. Production Supervisor II (.36 of 1 FTE)	\$31,751.00			\$31,751.00
4	Rehab. Production Supervisor II (.48 of 1 FTE)	\$42,335.00			\$42,335.00
5	Rehab. Production Supervisor II (.27 of 1 FTE)	\$23,813.00			\$23,813.00
6	Rehab. Production Staff Supervisor (.25 of 1 FTE)	\$29,174.00			\$29,174.00
7	Job Development Specialist II (.47 of 1 FTE)	\$43,828.00			\$43,828.00
8	Job Development Specialist II (.50 of 1 FTE)	\$44,105.00			\$44,105.00
9	Job Development Specialist II (.50 of 1 FTE)	\$44,101.00			\$44,101.00
10	Placement Program Supervisor (.50 of 1 FTE)	\$49,339.00			\$49,339.00
11	Vocational Specialist II (.40 of 1 FTE)	\$40,491.00			\$40,491.00
12	Vocational Specialist III (.50 of 1 FTE)	\$41,020.00			\$41,020.00
13	Vocational Specialist III (.49 of 1 FTE)	\$50,250.00			\$50,250.00
14	Vocational Specialist III (.47 of 1 FTE)	\$37,943.00			\$37,943.00
15	Vocational Specialist III (.37 of 1 FTE)	\$48,199.00			\$48,199.00
16	Clerical Assessment Coordinator (.75 of 1 FTE)	\$47,588.00			\$47,588.00
17		Subtotal			\$607,029.00
18	OPERATING EXPENSES				
19	Training	\$3,000.00			\$3,000.00
20	Rent Occupancy	\$127,797.00			\$127,797.00
21					
22					
23					
24		Subtotal			\$130,797.00
25	INDIRECT COST				
		15.00000%			\$737,826.00
					\$110,673.90
	TOTALS				\$848,500

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.

County of San Mateo Vocational Rehabilitation Services

Attachment 1

Program Budget Summary

Fiscal Year 2008/09

July 1, 2008 - June 30, 2009

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TOTAL PROGRAM COST		\$1,517,650
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DOR Share	75.00%	\$302,575

Cash Expenditure	21.30%	\$237,328
DOR Share	78.70%	\$876,888

TOTAL BUDGET		\$1,517,650
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Cooperative agency certified expenditure and cash expenditure must be from non-Federal Funds and cannot be used to draw down other Federal Funds. The cash expenditure must equal at least 21.3% of the designated share and the certified expenditure must equal at least 25% of the designated share. Source of match: State realignment funds.

San Mateo County Vocational Rehabilitation Services

DOR Program Budget

Fiscal Year 2008/09

July 1, 2008 - June 30, 2009

2.33

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			\$0
			\$0
			\$0
			\$0
TOTAL DOR PROGRAM COST			\$568,291

Contractor Name and Address: Original Amendment Revision
 County of San Mateo
 Vocational Rehabilitation Services
 550 Quarry Road
 San Carlos, CA 94070

Line No.	Position Title	PERSONNEL-FTE equals 40 hours per week	Amount Budgeted	Budget Change	TOTAL BUDGET
1	PERSONNEL-FTE equals 40 hours per week				
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17	Subtotal		\$607,029.00		\$607,029.00
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21					
22					
23	Subtotal		\$130,797.00		\$130,797.00
24	Subtotal Personnel & Operating Costs:		\$737,826.00		\$737,826.00
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	TOTALS		\$848,500		\$848,500

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County of San Mateo Vocational Rehabilitation Services

Attachment 1

Program Budget Summary

Fiscal Year 2009/10

July 1, 2009 - June 30, 2010

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San Mateo County Vocational Rehabilitation Services

DOR Program Budget

Fiscal Year 2009/10

July 1, 2009 - June 30, 2010

2.33

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$101,377	2.33	\$236,208
Case Services (Individual Client Expenses)			\$90,162
SUBTOTAL			\$326,370
Case Service Contract/s to:			
<u>Caminar, Inc.</u>			\$241,921
			\$0
			\$0
			\$0
			\$0
TOTAL DOR PROGRAM COST			\$568,291

Original
 Amendment
 Revision

Contractor Name and Address:
 County of San Mateo
 Vocational Rehabilitation Services
 550 Quarry Road
 San Carlos, CA 94070

Contract Number:
 Budget Period:
 7/1/09-6/30/10

Federal ID Number:
 ID-94-6000-532

Effective Date:
 Effective Date:

Page 1 of 1

Line No.	Position Title	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL -FTE equals 40 hours per week				
2	Rehab. Production Supervisor III (.36 of 1 FTE)	\$33,092.00			\$33,092.00
3	Rehab. Production Supervisor II (.36 of 1 FTE)	\$31,751.00			\$31,751.00
4	Rehab. Production Supervisor II (.48 of 1 FTE)	\$42,335.00			\$42,335.00
5	Rehab. Production Supervisor II (.27 of 1 FTE)	\$23,813.00			\$23,813.00
6	Rehab. Production Staff Supervisor (.25 of 1 FTE)	\$29,174.00			\$29,174.00
7	Job Development Specialist II (.47 of 1 FTE)	\$43,828.00			\$43,828.00
8	Job Development Specialist II (.50 of 1 FTE)	\$44,105.00			\$44,105.00
9	Job Development Specialist II (.50 of 1 FTE)	\$44,101.00			\$44,101.00
10	Placement Program Supervisor (.50 of 1 FTE)	\$49,339.00			\$49,339.00
11	Vocational Specialist II (.40 of 1 FTE)	\$40,491.00			\$40,491.00
12	Vocational Specialist III (.50 of 1 FTE)	\$41,020.00			\$41,020.00
13	Vocational Specialist III (.49 of 1 FTE)	\$50,250.00			\$50,250.00
14	Vocational Specialist III (.47 of 1 FTE)	\$37,943.00			\$37,943.00
15	Vocational Specialist III (.37 of 1 FTE)	\$48,199.00			\$48,199.00
16	Clerical Assessment Coordinator (.75 of 1 FTE)	\$47,588.00			\$47,588.00
17	Subtotal	\$607,029.00			\$607,029.00
18	OPERATING EXPENSES				
19	Training	\$3,000.00			\$3,000.00
20	Rent Occupancy	\$127,797.00			\$127,797.00
21					
22					
23	Subtotal	\$130,797.00			\$130,797.00
24	Subtotal Personnel & Operating Costs:	\$737,826.00			\$737,826.00
25	INDIRECT COST	\$110,673.90	15.0000%		\$110,673.90
	TOTALS	\$848,500			\$848,500

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.

**San Mateo County Mental Health--VRS
SERVICE BUDGET NARRATIVE**

PERSONNEL (Line 1)

Lines 2 through 5:

Non-contract Duties:

Welfare Production Supervisor -

Under direction and supervision of the Welfare Production Staff Supervisor, the position performs supervision and monitoring to Transitional Workshop workers.

DOR contract duties:

Rehabilitation Production Supervisors II and III -

Provides Situational Assessment and Work Adjustment services under the cooperative contract. Under direction and supervision of the Rehabilitation Production Staff Supervisor, duties of this position include supervising, instructing, and directing DOR applicant clients receiving situational assessment and work adjustment services in the work area; observing and evaluating the performance and work behaviors of the DOR applicant/clients, conferring with counselors to coordinate program, determine needs and capabilities and handle problems, participate in goal planning, change inappropriate employment behaviors, maintain order in the work areas, and may supervise work performed at off-site locations. Responsible for ensuring that the Situational Assessment and Work Adjustment reports for DOR are completed.

Line 6:

Non-contract Duties:

Rehabilitation Production Manager -

Under direction and supervision of the Workcenter Manager, this position performs supervision, training and evaluation of Rehab. Production staff providing services to disadvantaged and/or disabled program participants in the Transitional Workshop.

DOR Contract Duties :

Rehabilitation Production Staff Supervisor -

Training, supervision, and evaluation of Rehab. Production staff serving DOR applicant/clients in situational assessment and work adjustment

services, manage and review case load distribution of DOR client cases, prepare and analyze statistical data and reports related to the DOR contract.

Lines 7 through 9:

Non-contract Duties:

Placement Specialist -

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

DOR contract Duties:

Job Development Specialist II -

Provides Employment services as part of the cooperative contract. Duties include providing the following intensive services to DOR applicant/clients: developing job leads, arranging interviews, assisting with applications and resume, instructing the DOR client on appropriate attire and grooming, assisting the DOR client with cold calls, direct employer contact, teach job seeking skills, and/ or explore job readiness and motivation for DOR client/applicants. Job Development Specialists recruit potential employers, assist with reasonable job accommodations, conduct on site job analysis, provide mediation to DOR client and employer, and follow-up with employed DOR client and employer to assure stabilization and mutual satisfaction with the employment relationship. DOR clients may be placed in individual or group work sites depending upon their choice and maximum vocational potential. Responsible for ensuring that the Employment Services reports for DOR are completed.

Line 10

Non-contract Duties:

Marketing Manager -

Under direction and supervision of the Central Region 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 services to other disabled and welfare program participants.

DOR contract Duties:

Placement Program Supervisor -

Training, supervision and evaluation of job development staff providing intensive employment services to DOR clients, manage and review case load distribution of DOR client cases, prepare and analyze statistical data relating to the DOR contract.

Lines 11 through 15:

Non-contract Duties:

Assessment Specialist -

Under direction and supervision of the Counseling Program Supervisor, this position interviews and provides early prevocational services to severely disabled mental health referrals not yet ready for cooperative program services. Refers clients to DOR. This position also coordinates services for post-employment services as appropriate.

DOR Contract Duties:

Vocational Specialists II and III -

Under the DOR Cooperative Contract, duties include provision of the intensive services of Situational Assessment. Works closely with the DOR counselor to ensure that applicant/DOR clients receive needed resources such as benefits counseling, housing support, and other vocational needs and keeps records on DOR clients. Participates in Cooperative meetings. Responsible for ensuring that Vocational Assessment, Situational Assessment, Work Adjustment and Employment Services reports to DOR are completed.

Line 16

Non-contract Duties:

Office Assistant/Clerical Aide -

Under direction and supervision of the Vocational Program Supervisor, this position performs a variety of office practices and procedures for services to disadvantaged and/or disabled program participants.

DOR contract Duties:

Clerical Assessment Coordinator

Provides Situational Assessment and Work Adjustment services.

Situational Assessment may include: assessment of clerical skill, coordination, assignment and supervision of DOR referrals for Situational Assessment. Work Adjustment may include, the identification of barriers to employment and the provision of interventions to reduce or eliminate those barriers while in a work situation in the clerical area. Prepares

documentation on clerical and other work skills and work habits for evaluation report. Provides input into the Situational Assessment and Work Adjustment progress reports to DOR. Responsible for ensuring that Situational Assessment and Work Adjustment reports to DOR are completed.

Additionally, clerical support will be provided to case service contract staff including performing case correspondence, organizing and maintaining files, processing management information service functions for DOR cases. Statistical recording and correspondence for DOR client services for the Placement and Counseling Program Supervisors.

OPERATING EXPENSES (line 18)

Line 19: Training will not exceed \$500 per FTE. Training will be applicable to vocational rehabilitation services for DOR applicants/clients and will be with written approval by DOR contract administrator. This contract will use \$3000.

Line 20: Rent Occupancy - 5,845 square feet @ 1.82203 per square foot = \$10,649.765 per month for 12 months = \$127,797 for DOR applicants/clients.

Workcenter 17,000 sq.ft x 20%	= 3,400
Warehouse Food Service 19,390 sq.ft x 10%	= <u>1,939</u>
	5,339

Office cubicle space for 5.92 FTE staff x 93.5 sq.ft.	= 416
Rehab Production and Placement Program Supervisors .75 FTE x 120 sq.ft.	= 90

TOTAL	5,845
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INDIRECT COST

Line 25 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 applicant/clients.

SAN MATEO COUNTY VOCATIONAL REHABILITATION SERVICES CERTIFIED EXPENDITURE BUDGET NARRATIVE

The following personnel will be assigned to the cooperative program with the concurrence of the DOR District Administrator. These personnel will function for a specified portion of their time in a VR role, and that portion of their time will be certified for use by DOR for General matching purposes (see Cooperative Agency-Certified Expenditure Budget). This role will involve the provision of specific VR services which are other than the traditional personnel roles/services of the Cooperative Agency. In order to identify the difference in function between their Cooperative Agency role and their VR role, the following comparisons are made between their traditional role and their VR role, the following comparisons are made between their traditional and new duties (which constitute a "new pattern of service").

Former/Concurrent Agency Duties:

Vocational Rehabilitation Supervisor

- Supervise, train, and evaluate counseling staff providing rehabilitation services to mental health referrals not yet ready for cooperative program services.
- Provide counseling and follow along services to closed DOR clients.

Cooperative Program Duties:

Vocational Program Supervisor II

- Supervise, train, and evaluate Vocational Specialists serving DOR applicant/clients through coordination and linkage to the cooperative program services.
- Manage and review caseload distribution of DOR client cases.
- Prepare and analyze statistical data related to the DOR contract.

Former/Concurrent Agency Duties:

Human Services Program Manager II

- Plan, organize, direct, and supervise the operations of the VRS rehabilitation programs.

- Administer, analyze, and supervise Work Center client payroll, business budget and marketing strategies.
- Monitor mental health contracts and other revenue programs.

Cooperative Program Duties:

Regional Program Manager

- Direct situational assessment and work adjustment services for DOR applicants/clients in the Work Center.
- Direct the preparation of reports for DOR applicants/clients receiving cooperative program services.
- Prepare monthly reports as required and review invoices for the VRS cooperative contract.

Former/Concurrent Agency Duties:

Clinical Program Manager

- Administer and supervise services and Unit Chiefs at the regional mental health clinics.
- Oversee rehabilitation programs for County Mental Health.
- Supervise transitional youth programs.
- Oversee peer counseling program.

Cooperative Program Duties:

Mental Health Manager

- Direct and coordinate Mental Health participation in the Cooperative Program
- Consult with administrative staff in cooperative and case service program.
- Facilitate San Mateo B.E.S.T. meetings and subcommittees.

INDIRECT:

Indirect Costs/Administrative Overhead – Indirect cost is utilized for certified match and is derived only from that portion of staff salary and benefits providing services to DOR clients. This is calculated at 15% x salary and benefits of the certified time match position. This includes management, fiscal and office support.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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

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

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

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

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

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

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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

The Program Contract Administrator shall monitor the contract by:

- ◆ Submitting DOR 801B, CAS 170AA 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. Transportation of DOR clients: 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. Insurance. 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. Commercial General Liability, 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. Automobile Liability 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 than the remainder of the term of the contract, or for a period of not less than 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.**