

**STANDARD AGREEMENT**

STD. 213 (Rev 06/03)

AGREEMENT NUMBER

27771

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

**Department of Rehabilitation**

CONTRACTOR'S NAME

**County of San Mateo - Vocational Rehabilitation Services**

2. The term of this Agreement is: **July 1, 2010 -Through- June 30, 2013**

3. The maximum amount of this Agreement is: **\$ 2,672,775.00** CFDA 84.126A - State Vocational Rehabilitation Services Program

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this Reference made a part of the Agreement:

Exhibit A - Scope of Work 7 Page(s)

Exhibit B - Budget Detail and Payment Provisions 4 Page(s)

Attachment I - Program Budgets 17 Page(s)

\*Exhibit C - General Terms and Conditions GTC - 307

Exhibit D - Special Terms and Conditions 6 Page(s)

Exhibit E - Additional Provisions 2 Page(s)

Exhibit F - Cooperative/Case Service Agreement 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.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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

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

**Thomas J. Dempsey, Chief, Contracts & Procurement Section**

ADDRESS

**721 Capitol Mall, Sacramento, CA 95814**

Exempt Per \_\_\_\_\_

EXHIBIT A  
COUNTY OF SAN MATEO  
VOCATIONAL REHABILITATION SERVICES (VRS)  
& DEPARTMENT OF REHABILITATION (DOR)  
SAN FRANCISCO DISTRICT

SCOPE OF WORK

1. 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 consumers, upon written authorization by a DOR Senior Vocational Rehabilitation Counselor (SVRC). All DOR consumers 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 Behavioral Health and Recovery Services (SMCBHRS) 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 consumer 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 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 consumers. This contract with VRS and the case service contract agency (Caminar, Inc.) will focus on vocational services for the Mental Health Transition Age Youth population and to the countywide Adult Mental Health population.

Upon completion of the DOR application, the DOR SVRC will make a referral to VRS or the case service contract agency for the DOR consumer. The Regional Program Manager will provide input as needed regarding contract services provided to DOR consumers referred to VRS and the case service contract agency. The Regional Program Manager will encourage coordination of service delivery to DOR consumers and network with SMCBHRS 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 consumers, with fifty (50) coming from the Behavioral Health and Recovery Services Transition Age Youth population, will be served in this Cooperative Program contract. As a result of the services provided in this contract, it is expected that the following goals will be met:

FY 2010-2011, 300 unduplicated consumers will be served  
FY 2011-2012, 300 unduplicated consumers will be served  
FY 2012-2013, 300 unduplicated consumers will be served

The following goals for each fiscal year will be met:

For fiscal year 2010/11:

- 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 2011/12:

- 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 2012/13:

- 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.
- 

## 2. Services to Be Provided

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

### A. Vocational Assessment

#### Description of Services

This service is provided by the case service contract provider, Caminar, Inc. The Vocational Assessment provides an assessment process that systematically utilizes the intake interview and self-assessments as appropriate, to assist the DOR consumer in the identification of goals leading towards vocational development. Vocational Assessment is used to assess specific questions about work readiness, motivation, job exploration and match. Medical, psychological, social, vocational, educational, cultural, and economic issues are explored and incorporated into the vocational

assessment report. Upon receipt of a written authorization, Caminar will provide Vocational Assessment services and upon completion, provide a report to the DOR SVRC.

#### B. Service Outcomes/Number to be Served

During fiscal year 2010/11, there shall be 45 DOR consumers who will receive Vocational Assessment services through Caminar, Inc. resulting in 40 consumers completing the assessment.

During fiscal year 2011/12, there shall be 45 DOR consumers who will receive Vocational Assessment services through Caminar, Inc. resulting in 40 consumers completing the assessment.

During fiscal year 2012/13, there shall be 45 DOR consumers who will receive Vocational Assessment services through Caminar, Inc. resulting in 40 consumers completing the assessment.

#### B. Situational Assessment

##### 1. Description of Service

Upon receipt of written contract referral checklist from the DOR SVRC, Situational Assessment Services will be provided by VRS to address specific Issues. 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 consumers, as appropriate to assist DOR consumers in identifying strengths and barriers to employment leading towards vocational development. Situational Assessment 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 SVRC
- Medical, psychological, social, vocational, cultural, and economic issues are explored

Situational Assessment services are typically provided for DOR and completed within 40 hours but may be extended, if needed, after a case staffing with the DOR SVRC.

## 2. Service Outcomes/Number to be Served

During fiscal year 2010/11, there shall be 70 DOR consumers who shall receive Situational Assessment services at VRS, resulting in a written report to the DOR SVRC. There shall be 70 completions.

During fiscal year 2011/12, there shall be 70 DOR consumers who shall receive Situational Assessment services at VRS, resulting in a written report to the DOR SVRC. There shall be 70 completions.

During fiscal year 2012/13, there shall be 70 DOR consumers who shall receive Situational Assessment services at VRS, resulting in a written report to the DOR SVRC. There shall be 70 completions.

## C. Work Adjustment

### 1. Description of Service

Upon a written contract referral checklist from the DOR SVRC, VRS will provide Work Adjustment Services. Work Adjustment services are provided by VRS. Work adjustment is a transitional, time specific, systematic program, which assists DOR consumers 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 consumers fully develop marketable work skills and behaviors. The intent of the service is to assist DOR consumers 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 related to employment
- increase self confidence
- identify work characteristics appropriate for a particular type of employment

Work adjustment is typically provided for the required period of time needed to accomplish the DOR consumer's adjustment goals, typically up to 4 months, but can be extended, if needed, after a case staffing with the DOR SVRC. Work adjustment will be offered in the VRS Work Center and in the community.

### 2. Service Outcomes/Number to be Served

During fiscal year 2010/11, there shall be 40 DOR consumers who will receive work adjustment services from VRS, resulting in a written report to the DOR SVRC on a monthly basis. There shall be 40 completions.

During fiscal year 2011/12, there shall be 40 DOR consumers who will receive work adjustment services from VRS, resulting in a written report to the DOR SVRC on a monthly basis. There shall be 40 completions.

During fiscal year 2012/13, there shall be 40 DOR consumers who will receive work adjustment services from VRS, resulting in a written report to the DOR SVRC on a monthly basis. There shall be 40 completions.

#### D. Employment Services

##### 1. Description of Service

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

- Intake: Upon authorization for employment services a Job Development Specialist will meet with the DOR Consumer and complete the following intake activities: An analysis of pertinent collateral information, reports regarding prior work experience and performance, review of the DOR Individual Plan for Employment (IPE); identify need for reasonable accommodation and look at job choices in relation to employers and the local job market.
- Employment Preparation: Provide job seeking skills preparation which will include, but is not limited to: career exploration, interviewing skills, resume development, application completion, appropriate work behaviors, grooming and hygiene, knowledge of work practices and benefits.
- Job Development and Placement: Services provided may include developing job leads, arranging interviews, assisting with applications and resume writing, instructing the DOR consumer on appropriate attire and grooming, assisting the DOR consumer with cold calls and direct employer contact. Job Development Specialists recruit potential employers, assist with reasonable job accommodations, conduct on site job analysis, provide mediation to DOR consumer and employer and follow-up with employed consumer and employer to assure stabilization and mutual satisfaction with the employment relationship. DOR consumers may be placed in individual or group work sites depending upon their choice and maximum vocational potential. DOR consumers are placed in integrated work environments with work schedules designed to accommodate their disabilities.
- Employment Retention: Upon DOR consumer acceptance of employment in a job that is consistent with the IPE goal and meets the requested number of hours, wages and benefits, the following employment retention services will be provided for at least 90 days: Assisting DOR consumer to become knowledgeable regarding the conditions of their employment such as responsibilities as an employee, conflict resolution and problem solving strategies. Phone or personal contact at least twice a month, on and off

the job, with DOR consumer as well as employer to determine success and satisfaction with employment will take place.

## 2. Service Outcomes/Number to be Served

For fiscal year 2010/11, DOR will refer 120 DOR consumers for Employment Services (VRS will receive 75 DOR referrals and Caminar, Inc. will receive 45 referrals.) and Employment Intake. 113 DOR consumers (70 from VRS and 43 from Caminar, Inc.) will receive employment preparation services and 110 DOR consumers (70 from VRS and 40 from Caminar, Inc.) will receive job development and placement services. 65 DOR consumers (45 from VRS and 20 from Caminar, Inc.) will receive employment retention services.

For fiscal year 2011/12, DOR will refer 120 DOR consumers for Employment Services (VRS will receive 75 DOR referrals and Caminar, Inc. will receive 45 referrals.) and employment intake. 113 DOR consumers (75 from VRS and 43 from Caminar, Inc.) will receive employment preparation services and 110 (70 from VRS and 40 from Caminar, Inc.) will receive job development and placement services. 65 DOR consumers (45 from VRS and 20 from Caminar, Inc.) will receive DOR employment retention services

For fiscal year 2012/13, DOR will refer 120 DOR consumers for Employment Services (VRS will receive 75 DOR referrals and Caminar, Inc. will receive 45 referrals.) and employment intake. 113 DOR consumers (75 from VRS and 43 from Caminar, Inc.) will receive employment preparation services and 110 (70 from VRS and 40 from Caminar, Inc.) will receive job development and placement services. 65 DOR (45 from VRS and 20 from Caminar, Inc.) consumers will receive employment retention services.

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(650) 596-5162 Fax  
cokeefe@co.sanmateo.ca.us

## IV. Linkages To Other Community Agencies.

This Cooperative Program has linkages with the following community agencies: Social Security Administration, Skyline Community College, 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), Job Train, Goodwill Industries, Janet Pomeroy Center, (JPC), San

Mateo County Employment and Services Centers, PeninsulaWorks One Stop Career Centers and other One Stop partner agencies.

V. In Service Training

Cooperative Program staff and DOR staff, through combined unit meetings, will be cross-trained at least quarterly in each agency's mission, services, procedures, and professional approaches.



**Exhibit B**  
**(Standard Agreement-Subvention)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

- A. This is a cost reimbursement agreement. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget narrative and budget cost proposal as specified in the Service Budget (DOR 801A), which is attached hereto and made a part of this Agreement.
- B. For travel reimbursements (if applicable), upon request from the DOR, Contractor to provide purpose, destinations, dates of travel, proof of actual receipts and payments for travel costs, i.e., lodging/mileage, and per diem costs in support of travel expenditures submitted of costs proposed.
- C. Invoice(s) shall include the Agreement Number, CFDA Reference # and CFDA Title, as listed on the STD 213, and shall be submitted in duplicate not more frequently than monthly in arrears to DOR Contract Administrator or designee (listed on Exhibit A, III).
- D. A claim adjustment on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget (DOR 801A) with a maximum not to exceed \$100,000 for all budget years, as long as there is neither an increase nor decrease of the total annual contract Service Budget (DOR 801A). A formal amendment is required if it does not meet the above criteria.
- E. Staff line item salary ranges and percentage of time are projected and are subject to change based on actual costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item D above.

**2. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Department of Rehabilitation, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

*For Federally Funded Agreements:*

- C. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- D. This contract is valid and enforceable only if sufficient funds are made available to the State by the United State Government for the current fiscal year and/or any applicable subsequent fiscal years covered for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- E. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE CONTRACT

Contracts awarded by the DOR shall be subject to actual costs for services rendered under this agreement. Allowable costs under this contract must meet the following general criteria:

The allowable cost must: 1) be generally recognized and necessary for the operation of the Contractor's organization; 2) be reasonable for the performance of the contract, including acceptable sound business practices; 3) be subject to the terms and conditions of the contract and approved DOR budgeted line items; 4) not be used for general expenses required to carry out other responsibilities of the Contractor, and 5) be properly supported.

Documenting and supporting the distribution of personnel activity to the contract is also required. The Contractor agrees to comply with the 2 CFR Part, 220, 225, 230 (Office of Management and Budget Circulars (OMBs) – Cost Principles as applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

5. ACCOUNTING SYSTEM REQUIREMENTS

Contractor must maintain an appropriate cost accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations. The Contractor's financial management system shall provide for:

- Accurate, current and complete disclosure of the financial results of each federally sponsored project.

- Records that identify adequately the source and application of funds for federally sponsored activities.
- Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the agreement.
- Accounting records including cost accounting records that are supported by source documentation.

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 34 Part 74 or 80 Uniform Administrative Requirements and the related 2 CFR Part, 220, 225, 230 (OMBs).

## 6. CERTIFIED EXPENDITURE

Contractor shall certify to the State, on a monthly or quarterly basis as specified in Exhibit F, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations and OMB circulars. 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 certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget (DOR 801A) may be reduced after review by the DOR Contract Administrator. State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period 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 "DOR Program Budget Summary" shall accrue to the State.

## 7. 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 the State and no portion of the cash match shall come from Federal funds.

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

## 8. PAYMENT OF EXPENDITURES

This is a cost reimbursement contract. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor as stated in Exhibit B, Invoicing and Payment 1.A.

Budget must not contain line items that are, or will be, during the period covered by this contract reimbursed/paid by another source of funding. Unexpended funds for a fiscal year shall not be carried over to another fiscal year.

Contract expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA #84.126A prepared for the OMB A-133 Single Audit.

## 9. INDIRECT COSTS

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 2 CFR Part, 215, 220, 230 (OMB's). The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures. 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 an 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 (VRS)-MH**

**Attachment 1**

**Program Budget Summary**

**Fiscal Year 2010/11**

**July 1, 2010 - June 30, 2011**

**TOTALS**

DOR PROGRAM COSTS (From DOR Program Budget)	<b>\$696,255</b>
TOTAL PAYMENT BY DOR TO CA (From Service Budget)	<b>\$890,925</b>
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)	<b>\$155,380</b>

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**TOTAL PROGRAM COST** **\$1,742,560**

Cooperative Agency Share (Certified Expenditure)	25.00%	<b>\$155,380</b>
Total DOR Share	75.00%	<b>\$466,138</b>
Cash Expenditure	21.30%	<b>\$238,782</b>
Total DOR Share	78.70%	<b>\$882,260</b>

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**TOTAL BUDGET** **\$1,742,560**

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.

**County of San Mateo Vocational Rehabilitation Services (VRS)-MH**

**Attachment 1**

**Program Budget Summary**

**Fiscal Year 2011/12**

**July 1, 2011 - June 30, 2012**

**TOTALS**

DOR PROGRAM COSTS (From DOR Program Budget)		<b>\$696,255</b>
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		<b>\$890,925</b>
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		<b>\$155,380</b>
<hr/>		
<b>TOTAL PROGRAM COST</b>		<b>\$1,742,560</b>
Cooperative Agency Share (Certified Expenditure)	25.00%	<b>\$155,380</b>
Total DOR Share	75.00%	<b>\$466,138</b>
Cash Expenditure	21.30%	<b>\$238,782</b>
Total DOR Share	78.70%	<b>\$882,260</b>
<hr/>		
<b>TOTAL BUDGET</b>		<b>\$1,742,560</b>

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.

**County of San Mateo Vocational Rehabilitation Services (VRS)-MH**

Attachment 1

**Program Budget Summary**

**Fiscal Year 2012/13**

**July 1, 2012 - June 30, 2013**

**TOTALS**

DOR PROGRAM COSTS (From DOR Program Budget)		<b>\$696,255</b>
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		<b>\$890,925</b>
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		<b>\$155,380</b>
<hr/>		
<b>TOTAL PROGRAM COST</b>		<b>\$1,742,560</b>
Cooperative Agency Share (Certified Expenditure)	25.00%	<b>\$155,380</b>
Total DOR Share	75.00%	<b>\$466,138</b>
Cash Expenditure	21.30%	<b>\$238,782</b>
Total DOR Share	78.70%	<b>\$882,260</b>
<hr/>		
<b>TOTAL BUDGET</b>		<b>\$1,742,560</b>

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.

**County of San Mateo, Vocational Rehabilitation Services-MH**

**DOR Program Budget**  
**Fiscal Year 2010/11**  
**July 1, 2010 - June 30, 2011**

**2.33**

**FTE Counselor Units**

**DEPARTMENT OF REHABILITATION SERVICES**

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<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = 110,377	2.33	\$257,178
Case Services (Individual Client Expenses)			<b>\$185,060</b>
SUBTOTAL			<b>\$442,238</b>
Case Service Contract/s to:			
<u>Caminar, Inc.</u>			<b>\$254,017</b>
			<b>\$0</b>
			<b>\$0</b>
			<b>\$0</b>
			<b>\$0</b>
<b>TOTAL DOR PROGRAM COST</b>			<b>\$696,255</b>



**County of San Mateo, Vocational Rehabilitation Services-MH**

**DOR Program Budget**

**Fiscal Year 2011/12**

**July 1, 2011 - June 30, 2012**

**2.33**

**FTE Counselor Units**

**DEPARTMENT OF REHABILITATION SERVICES**

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<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = 110,377	2.33	\$257,178
Case Services (Individual Client Expenses)			<b>\$185,060</b>
SUBTOTAL			<b>\$442,238</b>

Case Service Contract/s to:

<u>Caminar, Inc.</u>	<b>\$254,017</b>
<u> </u>	<b>\$0</b>
<u> </u>	<b>\$0</b>
<u> </u>	<b>\$0</b>
<u> </u>	<b>\$0</b>

**TOTAL DOR PROGRAM COST**

**\$696,255**

**County of San Mateo, Vocational Rehabilitation Services-MH**

**DOR Program Budget**  
**Fiscal Year 2012/13**  
**July 1, 2012 - June 30, 2013**

**2.33**

**FTE Counselor Units**

**DEPARTMENT OF REHABILITATION SERVICES**

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<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = 110,377	2.33	\$257,178
Case Services (Individual Client Expenses)			\$185,060
SUBTOTAL			\$442,238
Case Service Contract/s to:			
Caminar, Inc.			\$254,017
			\$0
			\$0
			\$0
			\$0
<b>TOTAL DOR PROGRAM COST</b>			<b>\$696,255</b>

Original

Amendment

Revision

Page 1 of 1

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

Contract Number:  
 Budget Period:  
 7/1/10 - 6/30/11

Federal ID Number:  
 Effective Date:  
 94-60000532

Effective Date:

Line No.	Position Title	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	<b>PERSONNEL</b>				
2	Rehabilitation Production Super. II/III (1.53 FTE, 1 FTE = 40hrs/wk)	\$176,565.00			\$176,565.00
3	Job Development Specialist II (1.14 FTE, 1 FTE = 40hrs/wk)	\$132,034.00			\$132,034.00
4	Placement Program Supervisor (.38 FTE, 1 FTE = 40hrs/wk)	\$49,339.00			\$49,339.00
5	Vocational Specialist II/III (1.95 FTE, 1 FTE = 40 hrs/wk)	\$238,394.00			\$238,394.00
6	Clerical Assessment Coordinator (.61 FTE, 1 FTE = 40hrs/wk)	\$47,588.00			\$47,588.00
7					
8					
9					
10					
11					
12					
13					
13	<b>Subtotal</b>	\$643,920.00			\$643,920.00
14	<b>OPERATING</b>				
15	Training	\$1,600.00			\$1,600.00
16	Rent	\$129,197.00			\$129,197.00
17					
18					
19					
20					
21					
22					
23					
23	<b>Subtotal</b>	\$130,797.00			\$130,797.00
24	<b>Personnel and Operating Subtotal</b>	\$774,717.00			\$774,717.00
25	<b>INDIRECT COST</b>	\$116,207.55			\$116,207.55
	<b>TOTALS (rounded to nearest dollar)</b>	\$890,925			\$890,925

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 2 CFR Part, 215, 220, 230 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.

Original

Amendment

Revision

Contractor Name and Address:  
 County of San Mateo

Vocational Rehabilitation Services-Mental Health  
 550 Quarry Road, San Carlos, CA 94070

Contract Number:

Federal ID Number:  
 94-60000532

Page 1 of 1

Budget Period:  
 7/1/11 - 6/30/12

Effective Date:

Effective Date:

Line No.	Position Title	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	<b>PERSONNEL</b>				
2	Rehabilitation Production Super II/III (1.53 FTE = 40hrs)	\$176,565.00			\$176,565.00
3	Job Development Specialist III (1.14 FTE = 40hrs/wk)	\$132,034.00			\$132,034.00
4	Placement Program Supervisor (.38 FTE = 40hrs/wk)	\$49,339.00			\$49,339.00
5	Vocational Specialist II/III (1.95 FTE = 40hrs/wk)	\$238,394.00			\$238,394.00
6	Clerical Assessment Coordinator (.61 FTE = 40hrs/wk)	\$47,588.00			\$47,588.00
7					
8					
9					
10					
11					
12					
13					
14	<b>OPERATING</b>	\$643,920.00			\$643,920.00
15	Training	\$1,600.00			\$1,600.00
16	Rent	\$129,197.00			\$129,197.00
17					
18					
19					
20					
21					
22					
23		\$130,797.00			\$130,797.00
24		\$774,717.00			\$774,717.00
25	<b>INDIRECT COST</b>	\$116,207.55			\$116,207.55
	<b>TOTALS (rounded to nearest dollar)</b>	\$890,925			\$890,925

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 2 CFR Part, 215, 220, 230 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.

Original

Amendment

Revision

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

Contract Number:  
 Budget Period:  
 7/1/12 - 6/30/13

Federal ID Number:  
 94-6000532  
 Effective Date:

Page 1 of 1

Line No.	Position Title	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	<b>PERSONNEL</b>				
2	Rehabilitation Production Super II/III (1.53 FTE, 1 FTE = 40hrs)	\$176,565.00			\$176,565.00
3	Job Development Specialist II (1.14 FTE, 1 FTE = 40hrs/wk)	\$132,034.00			\$132,034.00
4	Placement Program Supervisor (38 FTE, 1 FTE = 40hrs/wk)	\$49,339.00			\$49,339.00
5	Vocational Specialist II/III (1.95 FTE, 1 FTE = 40hrs/wk)	\$238,394.00			\$238,394.00
6	Clerical Assessment Coordinator (6.1 FTE, 1 FTE = 40hrs/wk)	\$47,588.00			\$47,588.00
7					
8					
9					
10					
11					
12					
13	<b>Subtotal</b>	\$643,920.00			\$643,920.00
14	<b>OPERATING</b>				
15	Training	\$1,600.00			\$1,600.00
16	Rent	\$129,197.00			\$129,197.00
17					
18					
19					
20					
21					
22					
23	<b>Subtotal</b>	\$130,797.00			\$130,797.00
24	<b>Personnel and Operating Subtotal</b>	\$774,717.00			\$774,717.00
25	<b>INDIRECT COST</b>	\$116,207.55	15.00000%		\$116,207.55
	<b>TOTALS (rounded to nearest dollar)</b>	\$890,925			\$890,925

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 2 CFR Part, 215, 220, 230 Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

SERVICE BUDGET NARRATIVE  
COUNTY OF SAN MATEO COUNTY, VOCATIONAL REHABILITATION SERVICE  
(VRS)

PERSONNEL

Cooperative Program 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 consumers receiving situational assessment and work adjustment services in the work area; observing and evaluating the performance and work behaviors of the DOR consumers, conferring with SVRCs 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.

County of San Mateo Agency Duties

Welfare Production Supervisor:

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

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Cooperative Program Duties

Job Development Specialist II:

Provides Employment services as part of the cooperative contract. Duties include providing the following intensive services to DOR consumers: developing job leads, arranging interviews, assisting with applications and resume, instructing DOR consumers on appropriate attire and grooming, assisting DOR consumers with cold calls, direct employer contact, teach job seeking skills, and/ or explore job readiness and motivation for DOR consumers. Job Development Specialists recruit potential employers, assist with reasonable job accommodations, conduct on site job analysis, provide mediation to DOR consumer and employer, and follow-up with employed DOR consumer and employer to assure stabilization and mutual satisfaction with the employment relationship. DOR consumers 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.

County of San Mateo Agency Duties

Placement Specialist:

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

Contract Duties

Placement Program Supervisor:

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

County of San Mateo Agency 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.

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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 SVRC to ensure that DOR consumers receive needed resources such as benefits counseling, housing support, and other vocational needs and keeps records on DOR consumers. Participates in Cooperative meetings. Responsible for ensuring that Vocational Assessment, Situational Assessment, Work Adjustment and Employment Services reports to DOR are completed.

County of San Mateo Agency 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 consumers to DOR. This position also coordinates services for post-employment services as appropriate.

---

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.

#### County of San Mateo Agency 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. 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 consumer services for the Placement and Counseling Program Supervisors.

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## OPERATING

### Training

Training will not exceed \$500 per FTE. Training will be applicable to vocational rehabilitation services for DOR consumers and will be with written approval of DOR contract administrator. This contract will use only \$1600 for training purposes.

### Rent

5,909 square feet @ 1.82203 per square foot = \$10,766.37 per month for 12 months = \$129,197 for DOR consumers.

### CALCULATIONS:

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 5.60 FTE staff x 93.5 sq.ft.	= 524
Rehab Production/placement prog. supervisors .38 FTE x 120 sq.ft.	= 46
	Total = 5909

### INDIRECT COST:

Indirect/Administrative Overhead – Actual rate of 32% represents the portion of direct program salaries and benefits against total salaries and benefits. This includes management, fiscal and office support. 15%, contract maximum, is then applied to that portion of staff salaries and benefits providing services to DOR consumers, as determined by the CSMVRS business office..









COUNTY OF SAN MATEO, VOCATIONAL REHABILITATION SERVICES  
MENTAL HEALTH  
CERTIFIED EXPENDITURE BUDGET NARRATIVE

The following personnel will be assigned to the cooperative. 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").

Contract Duties

Vocational Program Supervisor II:

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

County of San Mateo 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 consumers.

---

Contract Duties

Regional Program Manager:

- Direct situational assessment and work adjustment services for DOR applicants/consumers in the Work Center.
- Direct the preparation of reports for DOR applicants/consumers receiving cooperative program services.

Prepare monthly reports as required and review invoices for the VRS cooperative contract

County of San Mateo 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 consumer payroll, business budget and marketing strategies.
- Monitor mental health contracts and other revenue programs.

## Contract 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.

## County of San Mateo 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.
- 

### INDIRECT COST:

Indirect Costs/Administrative Overhead – Actual rate is 32%. Indirect cost is utilized for certified match and is derived only from that portion of staff salary and benefits providing services to DOR consumers as determined by the SMCVRS Fiscal Section. This is calculated at 15% x salary and benefits of the certified time match position. This includes management, fiscal and office support for this contract, as determined by the CSMVRS business office.

**Exhibit D**  
**(Standard Agreement-Subvention)**

**SPECIAL TERMS AND CONDITIONS**

1. NOTIFICATION

All notices required by either party shall be in writing and sent by email, US mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

2. SETTLEMENT OF DISPUTES.

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with the DOR within ten (10) days of discovery of the problem. Within ten (10) days of receipt of Notice of Dispute, the DOR Contract Administrator shall meet with the Contractor for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and DOR Contract Administrator shall be brought to the attention of the DOR Contract Officer for resolution. The decision of the DOR Contract Officer shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement, which is not affected by the dispute.

3. CONTRACT AMENDMENT

This agreement shall allow amendments should either party, during the term of the agreement, desire a change to the terms. Proposed changes must be made in writing to the other party. No amendment will be considered binding on either party until it is formally approved by the State.

4. TERMINATION AND CANCELLATION

- A. In addition to the rights under Exhibit C of the Standard Agreement, State or Contractor reserves the right to terminate/cancel this Agreement at its sole discretion at any time upon thirty (30) days prior written notice.
- B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.

- C. Upon receipt of the invoice, progress report and data (if applicable), a final payment will be made to Contractor. This payment shall be for all State-approved, actually incurred costs that in the opinion of State are justified, and shall include services rendered, and materials purchased or utilized (including all non-cancellable commitments) to termination date as specified in the proposal budget.

## 5. TRAVEL AND REIMBURSEMENT RATES

Contractor agrees that all travel expenses and per diem rates paid under this contract shall be reimbursed at actual costs not to exceed the Department of Personnel Administration (DPA) designated rates stated on the DPA website. No travel outside the State of California is allowed without prior documented written authorization from the DOR Contract Administrator.

## 6. 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.

## 7. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor should acknowledge the support of the State whenever publicizing the work under this agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

## 8. INSURANCE REQUIREMENTS

### A. GENERAL LIABILITY INSURANCE

Contractor must furnish to the DOR a certificate of insurance showing that a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, is presently in affect for the contractor. The certificate of insurance shall show that activities are protected through commercial general liability insurance. Additional insurance, such as automobile liability insurance is required if a motor vehicle is used in the performance of the contract, i.e. transporting of persons by any mode of transportation.

The certificate of insurance **must** include; (1) the insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and (2) the certificate of insurance must provide the State of California, its officers, agents, employees, and servants are included as additional insured, but only with the respect to work performed for the State of California under the contract.

Evidence of insurance must be issued by an insurance company acceptable to the Department of General Services, Office of Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS/ORIM.

B. WORKERS' COMPENSATION INSURANCE

1. Contractor shall have and maintain, for the term of this Agreement, workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
2. Unless a current copy is on file with the agency, Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the agency to the State as evidence of compliance with the workers' compensation insurance requirement.

C. AUTOMOBILE LIABILITY INSURANCE (TRANSPORTING CONSUMERS)

1. **For public schools and for-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the contract. For **seating capacity up to 7 people** (includes driver), the Contractor's 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. For **seating capacity for 8 –15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.
2. **For non-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the contract. For **seating capacity of up to 15 people** (includes driver) 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. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

9. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which give the



appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

## 10. CONFIDENTIALITY

- A. 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 DOR. 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 DOR, or as required or permitted by law.
- B. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor 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.)
- C. Contractor agrees to report any security breach or incident involving DOR consumers' personal information to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at [isoinfo@dor.ca.gov](mailto:isoinfo@dor.ca.gov).

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

1. Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
2. Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.
3. Loss or theft of information technology (IT) equipment or data containing DOR consumers' personal information. IT equipment includes, but is not limited to, laptop and desktop computers, PDAs, CDs, DVDs, flash drives, servers, printers, peripherals, and any other portable electronic devices and media. Data can be held in medium that includes, but is not limited to, electronic and paper.

Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this contract. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Requirements" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: <http://www.dor.ca.gov/eps/servpro.htm>

Additional training and awareness tools are available at the California Office of Information Security and Privacy Protection (OISPP) website. OISPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

## 11. AUDIT AND REVIEW REQUIREMENTS

### (a) General Audit and Review Requirements

1. Contractor shall submit to the DOR such reports, accounts, and records deemed necessary by the DOR to discharge its obligation under State and Federal laws and regulations, including the applicable 2 CFR Part, 220, 225, 230 (OMB's).
2. Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibility in the event of non-compliance.
3. Contractor shall provide State's staff access to all Contractor records and evaluations of individuals referred to the program.
4. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this contract agreement and other applicable federal or state statutes and regulations.
5. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the contract, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation.
6. Contractor to include a provision in its independent auditor agreements that allows DOR access to any audit materials, information, and reports in support of the Contractor's "Independent Auditor Report" for review in performance in the event of a DOR audit.
7. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit or any other action involving the records prior to expiration of the three (3) year period, whichever is later. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

(b) Annual Federal Finance Audit (For agreements \$500,000 and above)

In addition to the general audit and review requirements, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

Contractor agrees to submit one copy of the audit report and all management letters to:

Audit Section  
Department of Rehabilitation  
721 Capitol Mall, 3<sup>rd</sup> Floor  
Sacramento, CA 95814

Copies of the audit report and letters are due on or before the 15<sup>th</sup> day of the fifth month following the end of the Contractor's fiscal year.

12. LOSS LEADER

Contractor understands that it is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss Leader" as defined in Code Section 17030 of the Business and Professions Code. Furthermore, contractor certifies by signature of this contract that it has not and will not engage in any such illegal activity related to the provision of services and materials under this contract.

**Exhibit E**  
**(Standard Agreement-Subvention)**

**ADDITIONAL PROVISIONS**

**1. FEDERAL REQUIREMENTS**

The Federal Office of Management and Budget (OMB) has established unified administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following, except where the contract is more restrictive.

- 2 CFR Part 215/34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 220 (OMB A-21) - Cost Principles for Educational Institutions
- 2 CFR Part 225 (OMB A-87) - Cost Principles for State, Local, and Indian Tribal Governments
- 2 CFR Part 230 (OMB A-122) - Cost Principles for Non-Profit Organizations
- OMB A-133 - Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above are available for download and review on the Internet at [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars). A copy of Title 34 CFRs are available at <http://www.gpoaccess.gov/cfr/index.html>.

**2. FEDERAL FUNDING INTELLECTUAL PROPERTY**

In any agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership which results directly and indirectly from the agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

**3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

4. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT (IF APPLICABLE)
- A. Equal Employment Opportunity--All contracts require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
  - B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Contracts of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
  - C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this agreement, the Contractor who is awarded an agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
  - D. All contractors shall comply with the following statutes and regulations:
    - Subject: Discrimination on the basis of race, color, or national origin.  
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).  
Regulation: 34 CFR part 100.
    - Subject: Discrimination on the basis of sex  
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).  
Regulations: 34 CFR part 106.
    - Subject: Discrimination on the basis of handicap.  
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).  
Regulation: 34 CFR part 104handicap.
    - Subject: Discrimination on the basis of age.  
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).  
Regulation: 34 CFR part 110

5. RETURN OF INAPPROPRIATE USE OF FUNDS

By signing this agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

**Exhibit F**  
**(Standard Agreement -Subvention)**

**COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS**

1. **CONTRACT MANUAL**

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Manual and its additional policy requirements and conditions for Case Services/Cooperative Contract Program Agreements as applicable for the Fiscal Year(s) covered under this contract. Match requirements are applicable to Cooperative Programs agreements only.

2. **CONTRACTOR'S MONITORING**

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 and the approved contracted budget.

3. **DOR CONTRACT MONITORING**

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

- A. Maintain documentation on all contract activities, including the performance of the contract services, invoice reviews and approvals, monitoring activities, and other contract administration activities.
- B. 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, expenditures reimbursements, and/or any applicable match requirements.
- C. 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.
- D. 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.
- E. Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice.

- F. Ensure there are sufficient funds to pay for all services rendered as required by the contract.
- G. 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)
- H. Identify low usage levels and consider partial disencumbrance of contract funds.
- I. 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.
- J. Verify that all contract staff are providing services in accordance to their duties specified in the contract, including ensuring that:
- 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.
  - 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 DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
  - Verify that contract staff provide services only to authorized DOR consumers. (Case Service Contracts only)
  - Review the CAS 170AA report. (Case Service Contracts only)

**EXHIBIT F**  
**COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS**

**4. CONTRACT MONITORING AND REPORTING**

The County of San Mateo, Vocational Rehabilitation Services Contract Administrator shall monitor the contract by:

- ◆ Submitting DOR 801B, CAS170AA and listing of DOR consumers receiving services during the month of invoice
- ◆ Submitting Personnel Activity Reports or time allocation documents as requested by DOR Contract Administrator
- ◆ Including a monthly progress report for each DOR consumer served during month of invoice
- ◆ Meeting quarterly with DOR and contract agency staff, as well as consumers, family members, caregivers, or other individuals acting as part of an individual's support system.
- ◆ Submitting monthly statistical reports on DOR consumers participating in the program. These will include referrals, enrollments, participation, and completion of services.

**5. TRANSPORTATION OF DOR CONSUMERS**

Transportation will be provided to DOR consumers receiving services under this contract at no more than 7 people in a vehicle per occasion.