

AGREEMENT NUMBER 27774
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 - HSA, VRS

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

3. The maximum amount of this Agreement is: **\$ 855,414.00** 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 5 Page(s)
- Exhibit B - Budget Detail and Payment Provisions 4 Page(s)
- Attachment I - Program Budgets & Narrative 12 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**

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 - HSA, VRS	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Richard S. Gordon, 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 Thomas J. Dempsey, Chief, Contracts & Procurement Section	
ADDRESS 721 Capitol Mall, Sacramento, CA 95814	
<input type="checkbox"/> Exempt Per _____	

EXHIBIT A

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

SCOPE OF WORK

I. Introduction

The San Francisco District of the Department of Rehabilitation (DOR) and County of San Mateo, Human Services Agency (HSA), Vocational Rehabilitation Services (VRS) are combining staff and resources to provide vocational rehabilitation services to DOR consumers upon authorization by a DOR senior vocational rehabilitation counselor (SVRC).

All DOR consumers referred will be San Mateo County residents. Target populations will include DOR consumers with significant disabilities referred from the following sources: CALWORKS, County HIV/AIDS program, General Assistance Program, Peninsula Works (One Stop Center), County Alcohol/Substance Programs, and DOR consumers with Mental Health disabilities that do not fall into the San Mateo County criteria to be included in the San Mateo County Vocational Rehabilitation Services (VRS) Department of Mental Health cooperative contract.

DOR will determine eligibility and functional limitations, assist a DOR 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 will provide comprehensive vocational assessment and employment services to DOR consumers.

Upon completion of the DOR application and assignment of the project code, the DOR counselor will make a referral to VRS. The VRS Program Manager will encourage coordination of service delivery to DOR consumers and network with San Mateo County Mental Health, Peninsula Works and other Human Services Agency providers to focus on seamless services that will result in successful employment outcomes. During the contract period, a total of 105 unduplicated DOR consumers will be served in this Cooperative Program for each Fiscal years 2010/11, 2011/12, and 2012/13. As a result of the services provided in this contract, it is expected that DOR will:

For fiscal year 2010/11:

- Open 60 new cases
- Develop 50 new IPEs
- Close 30 cases successfully (status 26)

For fiscal year 2011/12:

- Open 60 new cases
- Develop 50 new IPEs
- Close 30 cases successfully (status 26)

For fiscal year 2012/13:

- Open 60 new cases
- Develop 50 new IPEs
- Close 30 cases successfully (status 26)

II. Services to Be Provided

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

A. Comprehensive Vocational Evaluation

1. Description of Service

VRS will provide comprehensive vocational evaluation (CVE) to the DOR consumer upon referral from the DOR counselor. CVE services will be provided on an individualized basis by the VRS Vocational Specialist based on referral information from the DOR SVRC. The CVE may include any of all of the following: an intake interview, assessment of the DOR consumer's current educational and vocational levels, disability related barriers to employment, transferable work skills, abilities and interests, assessment of cultural barriers to employment and reasonable accommodation issues. Standardized testing may include the CAPS Cops (aptitude and interest testing), the CASAS (reading and math test) and the Payne Learning Needs Inventory. At the end of the assessment, the VRS Vocational Specialist will provide the DOR SVRC with a written vocational evaluation report.

2. Service Outcomes/Number to be Served

During fiscal year 2010/11, there shall be 30 DOR consumers who shall receive comprehensive vocational evaluation (CVE) services from VRS resulting in 25 completed comprehensive vocational evaluations.

During fiscal year 2011/12, there shall be 30 DOR consumers who shall receive comprehensive vocational evaluation services (CVE) from VRS resulting in 25 completed comprehensive vocational evaluations.

During fiscal year 2012/13, there shall be 30 DOR consumers who shall receive comprehensive vocational evaluation (CVE) services from VRS resulting in 25 completed comprehensive vocational evaluations.

B. Employment Services

1. Description of Service

Intake: Upon authorization for employment services, a Job Development Specialists 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 IPE, identification of need for supports, reasonable accommodation, job choices in relation to employers and the local job market and assistive technology needs.

Employment Preparation

This component of employment services includes services for DOR consumers who may require job seeking skills training and preparation prior to entering into a specific job search. Activities include, but are not limited to: individualizing job seeking strategies to match a consumer's current capability with a particular employer; matching a consumer's job choice with existing employment opportunities in the community, instruction of individuals and/or groups regarding techniques for obtaining and maintaining employment, such as: interviewing skills, resume development, application preparation, appropriate work behaviors, relevant work practices, and appropriate grooming and hygiene.

Job Development and Placement

This is a package of individualized services that assist job ready DOR consumers to obtain and retain employment in their community. Activities identify specific job openings that are appropriate for each DOR consumer and that may appropriately orient DOR consumers to a job and identify specific ongoing support and resources needed. Activities include, but are not limited to: contact of employers; the building of networks to develop and/or identify job opportunities; work site analysis, as needed; job site consultation to identify or modify barriers; negotiating job carving or other job accommodations, and assisting the job applicant in finding jobs and employers well-matched to their employment goals.

Employment Retention: Upon a DOR consumer accepting employment in a job that is consistent with the IPE goal and meets the DOR consumer's needs, the following employment retention services will be provided for at least 90 days.

Retention services include assisting DOR consumers in becoming knowledgeable of the conditions of their employment, conflict resolution and problem solving strategies. Retention support will be provided either on or off the job, depending on consumer need and preference.

2. Service Outcomes/Number to be Served

During fiscal year 2010/11, there shall be 60 DOR consumers who will receive Employment Services and an Employment Intake. 55 DOR consumers will receive Employment Preparation services and 50 DOR consumers will receive job development and placement services. 40 DOR consumers will receive employment retention services.

During fiscal year 2011/12, there shall be 60 DOR consumers who will receive Employment Services and an Employment Intake. 55 DOR consumers will receive Employment Preparation services and 50 DOR consumers will receive job development and placement services. 40 DOR consumers will receive employment retention services.

During fiscal year 2012/13, there shall be 60 DOR consumers who will receive Employment Services and an Employment Intake. 55 DOR consumers will receive Employment Preparation services and 50 DOR consumers will receive job development and placement services. 40 DOR consumers will receive employment retention services.

III. Contract Administrator/Program Coordinator

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

Vocational Rehabilitation Services
Carmen O'Keefe
VRS Program Manager
550 Quarry Road
San Carlos, CA 94070
(650) 802-6549
(650) 596-5162 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 at Skyline Community College, College of San Mateo, Regional Occupational Program, Adult Education, Center for Independence of the Disabled, Occupational Industrialization Center West (OICW), Goodwill Industries, JPC Inc., Peninsula Works, Community Gatepath,

Caminar CLC/Jobs Plus and other community agencies and Peninsula Works (One Stop Center) partners.

V. In-service trainings will be conducted on a yearly basis, at least, in order for each agency to provide training on their mission, services, procedures and other pertinent information that is relevant to this cooperative contract.

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 (OMBs). 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.

Program Budget Summary

Fiscal Year 2010/11

July 1, 2010 - June 30, 2011

TOTALS

DOR PROGRAM COSTS (From DOR Program Budget)	\$131,377
TOTAL PAYMENT BY DOR TO CA (From Service Budget)	\$285,138

TOTAL PROGRAM COST	\$416,515
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Cash Expenditure	21.3%	\$88,718
DOR Share	78.7%	\$327,797

TOTAL BUDGET	\$416,515
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Cooperative agency certified expenditure and cash expenditure must be from non-Federal Funds and can not 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: County General Funds

Program Budget Summary

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

TOTALS

DOR PROGRAM COSTS (From DOR Program Budget)	\$131,377
TOTAL PAYMENT BY DOR TO CA (From Service Budget)	\$285,138

TOTAL PROGRAM COST	\$416,515
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Cash Expenditure	21.3%	\$88,718
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Program Budget Summary

Fiscal Year 2012/13

July 1, 2012 - June 30, 2013

TOTALS

DOR PROGRAM COSTS (From DOR Program Budget)	\$131,377
TOTAL PAYMENT BY DOR TO CA (From Service Budget)	\$285,138

TOTAL PROGRAM COST	\$416,515
--------------------	-----------

Cash Expenditure	21.3%	\$88,718
DOR Share	78.7%	\$327,797

TOTAL BUDGET	\$416,515
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Cooperative agency certified expenditure and cash expenditure must be from non-Federal Funds and can not 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: County General Funds

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

1.00

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	1.00	\$110,377
Case Services (Individual Client Expenses)			\$21,000
SUBTOTAL			\$131,377
Case Service Contract/s to:			
			\$0
			\$0
TOTAL DOR PROGRAM COST			\$131,377

DOR Program Budget
 Fiscal Year 2011/12
 July 1, 2011 - June 30, 2012

1.00

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	1.00	\$110,377
Case Services (Individual Client Expenses)			\$21,000
SUBTOTAL			\$131,377
 Case Service Contract/s to:			
<hr/> <hr/>			
<hr/> <hr/>			
<hr/> <hr/>			
<hr/> <hr/>			\$0
<hr/> <hr/>			\$0
TOTAL DOR PROGRAM COST			\$131,377

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

1.00 FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	1.00	\$110,377
Case Services (Individual Client Expenses)			\$21,000
SUBTOTAL			\$131,377
Case Service Contract/s to:			
			\$0
			\$0
TOTAL DOR PROGRAM COST			\$131,377

Original

Amendment

Revision

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

Contract Number:
 Budget Period: 7/1/10-6/30/11
 Amount Budgeted
 Budget Change
 Budget Change
 Effective Date:
 Effective Date:

	Federal ID Number	Effective Date:	Budget Change	Budget Change	TOTAL BUDGET
1	ID:94-6000532				
PERSONNEL					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
OPERATING					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
INDIRECT COST					
TOTALS (rounded to nearest dollar)					

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.

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

Contract Number: Amendment Revision
 Budget Period: 7/1/11-6/30/12
 Amount Budgeted
 Budget Change
 Budget Change
 Federal ID Number: ID 94-6000532
 Effective Date:
 Effective Date:
 Page 1 of 1

Line Item	Description	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL				
2	Job Development Specialist I/III (.80 FTE)	\$93,251.00			\$93,251.00
3	Placement Program Supervisor (.10 FTE)	\$13,571.00			\$13,571.00
4	Vocational Specialist I/III (.85 FTE)	\$104,078.00			\$104,078.00
5	Vocational Program Supervisor (.10 FTE)	\$14,268.00			\$14,268.00
6	Office Assistant (.08 FTE)	\$6,345.00			\$6,345.00
7					
8					
9					
10					
11					
12					
13					
13	Subtotal	\$231,513.00			\$231,513.00
14	OPERATING				
15	Travel/Mileage	\$3,816.00			\$3,816.00
16	Communication	\$2,095.00			\$2,095.00
17	Rent	\$6,516.00			\$6,516.00
18	Facilities Maintenance	\$4,006.00			\$4,006.00
19					
20					
21					
22					
23					
23	Subtotal	\$16,433.00			\$16,433.00
24	Personnel and Operating Subtotal	\$247,946.00			\$247,946.00
25	INDIRECT COST	\$37,191.90			\$37,191.90
	TOTALS (rounded to nearest dollar)	\$285,138			\$285,138

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.

Contractor Name and Address: County of San Mateo Human Services Agency Vocational Rehabilitation Services 550 Quarry Road San Carlos, CA 94070	<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Amendment	<input type="checkbox"/> Revision	Contract Number: 94-60000532	Federal ID Number: 94-60000532	Page <u>1</u> of <u>1</u>
Budget Period: 7/1/12-6/30/13		Effective Date:		Effective Date:		

Line	Description	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL				
2	Job Development Specialist II/III (.80 FTE)	\$93,251.00			\$93,251.00
3	Placement Program Supervisor (.10 FTE)	\$13,571.00			\$13,571.00
4	Vocational Specialist II/III (.85 FTE)	\$104,078.00			\$104,078.00
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SERVICE BUDGET NARRATIVE
SAN MATEO COUNTY VRS - HSA

PERSONNEL

Cooperative Program Duties:

Job Development Specialist II/III:

Under direction and supervision of the Placement Program Supervisor, this position provides the following intensive services to DOR consumers meeting the target population of CALWORKS, County HIV/AIDS program, General Assistance Program, Peninsula Works (One Stop Center), County Alcohol/Substance Programs, or DOR consumers with psychiatric disabilities who are not receiving services from San Mateo County Mental Health (SMCMH). SMCMH will provide Employment Services, which includes; developing job leads, arranging interviews, assisting with applications and resumes, instructing DOR consumers on appropriate attire and grooming, assisting DOR consumers with cold calls, direct employer contacts, teaching job seeking skills, and or exploring job readiness and motivation for DOR consumers. Job Development Specialists also recruit potential employers, assist with reasonable job accommodations, conduct on site job analysis, and provide brief follow-up services.

County of San Mateo Agency Duties:

Placement Specialist:

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

Cooperative Program Duties:

Placement Program Supervisor:

Under direction and supervision of the VRS Cooperative Program Manager, the Placement Program Supervisor duties include the following: training, supervision, and evaluation of job development specialists providing intensive Employment Services to contract DOR consumers; job development, job placement and brief follow up services. The Placement Program Supervisor also manages and reviews case load distribution of DOR consumer cases, and prepares and analyzes statistical data relating to the DOR contract.

County of San Mateo Agency Duties:

Marketing Manager:

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

Cooperative Program Duties:

Vocational Specialist II/III:

Under the DOR H S A--Cooperative Contract, duties include provision of Comprehensive Vocational Evaluation. Comprehensive Vocational Evaluation (CVE) duties include: working closely with the DOR counselor, keeping records on DOR consumers, participating in joint DOR/VRS meetings. The VRS Vocational Specialist completing the comprehensive vocational evaluation for DOR involves the following: an intake interview with the DOR referred consumer, an assessment of the DOR consumer's current educational and vocational levels, and disability related barriers to employment, transferable work skills, abilities and interests, assessment of cultural barriers to employment and reasonable accommodation issues. Standardized testing will be completed by the Vocational Specialist and may include the CAPS Cops (aptitude and interest testing), the CASAS (reading and math test) and the Payne Learning Needs Inventory. At the end of the assessment, the VRS Vocational Specialist will provide the DOR Counselor with a written vocational evaluation report summarizing the vocational assessment results including recommendations for next steps in the Rehabilitation Process.

County of San Mateo Agency Duties:

Assessment Specialist:

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

Cooperative Program Duties:

Vocational Program Supervisor:

Under direction and supervision of the Central Region Program Manager, these duties include: training, supervision, and evaluation of vocational specialists providing intensive Vocational Assessment, Employment Services to DOR consumers from intake through successful rehabilitation, manages and reviews case load distribution of DOR consumer cases, and prepares and analyzes statistical data relating to the DOR contract.

County of San Mateo Agency Duties:

Assessment Supervisor:

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

Cooperative Program Duties:

Office Assistant:

Under direction and supervision of the VRS Cooperative Program Manager, duties include clerical support to the Vocational Specialists and Job Development Specialists providing VR services under this contract. This may include performing case correspondence, organizing and maintaining files, processing management information service functions for DOR consumer cases, as well as statistical recording for the DOR contract for the Placement and Vocational Program Supervisors.

County of San Mateo Agency Duties:

Clerical Aide:

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

OPERATING

Travel/Mileage – Mileage reimbursement for the Job Development Specialist and the Vocational Specialist to provide services to DOR consumers

Communication – Includes telephone, cell phone and internet service for 1.94 FTE x \$90/mo x 12 months = \$2095

Rent-

Office cubicle space for 1.94 x 93.5 sq.ft.	= 181
Supervisory office space for .24 x 120 sq.ft.	= 29
Meeting space (22.5% of 400 sq. ft)	= 90
Total square feet	300
300 square feet @ 1.81 per square foot for 12 months	= \$6,516

Facilities maintenance – consists of janitorial service that is separate from rent costs – 1.94 FTE x \$172.06/mo x 12 months = \$4006

Indirect cost

Indirect Cost/Administrative Overhead:

32% represents the portion of direct program salaries and benefits against total salaries and benefits. This includes management and fiscal support. 15%, the maximum amount allowed on this contract, is then applied to that portion of staff salaries and benefits providing services to DOR consumers.

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.

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 (OMBs).
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, 3rd Floor
Sacramento, CA 95814

Copies of the audit report and letters are due on or before the 15th 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. 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 Contract Administrator/Program Manager shall monitor the contract by:





- Submitting service invoices (801B) and Certified time invoices on a monthly basis
- Ensuring Personnel Activity Reports or time reporting documents and a list of DOR student/consumer served are prepared and maintained by Contract staff in accordance with the appropriate OMB circular and reflect accurate reporting
- Submitting Personnel Activity Reports or time reporting documents and a list of DOR student/consumers served as requested by DOR contract administrator
- Including a monthly cover letter outlining contract progress and outcomes with regard to contract objectives
- Meeting with DOR Contract Administrator and program staff to discuss contract progress at least quarterly
- Utilizing the Contractor Self Assessment tool on an annual basis to ensure contract compliance
- Preparing and submitting consumer monthly progress reports to the assigned vocational rehabilitation counselor. Progress reports should include consumer's/student's name and other necessary or required information

5. TRANSPORTATION


Transportation will be provided to DOR consumers receiving services under this contract at no more than seven persons per vehicle per occasion.

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) COUNTY OF SAN MATEO Human Services Agency 550 Quarry Rd San Carlos, CA 94070
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature	Name (Please Type or Print)	Title (Please Type or Print)
	Carmen O'Keefe	VRS Manager
	Clarisa Simon-Soriano	Self Sufficiency, Interim Director
	Beverly Beasley Johnson	Human Services Agency, Director
		

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

Authorized Signature per Board Resolution	Name (Please Type or Print)	Date Signed
	Richard S. Gordon	

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of San Mateo – Human Services Agency		<i>Federal ID Number</i> 94-6000532
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Richard S. Gordon, President, Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County of</i> San Mateo	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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