

**EXHIBIT A**  
**(Standard Agreement - Subvention)**

**1. PURPOSE**

Subvention: VR Third Party Cooperative/Case Service Agreements:

**2. AUTHORITY**

Legislation: Rehabilitation Act of 1973, as amended, Title I, Parts A and B, Sec. 100-111; 29 U.S.C. 720-731.

Regulations: 34 CFR 369.2 (b)

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

**3. CONTRACT REPRESENTATIVES**

Direct all inquiries during the term of this Agreement to the Contract Administrators listed herein:

**Department of Rehabilitation**

Liezel Taube  
455 Golden Gate Ave, Suite 7727  
San Francisco, CA 94102  
(415)805-1285  
(415) 597-5810 Fax  
Taube,Liezel@dor.ca.gov

**VRS**

Wendy Jordan  
1 Davis Dr.  
Belmont, CA 94002  
(650) 802-6482  
(650) 596-5162 Fax  
Wjordan@smchsa.org

**4. DESCRIPTION OF SERVICES/DELIVERABLES**

**See attached program description - EXHIBIT A.1**

**EXHIBIT A.1**  
**(Standard Agreement - Subvention)**

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 Counselor. All DOR consumers referred will be San Mateo County residents, possess a diagnosis of mental illness as designated by the DSM V, 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 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 Counselor will make a referral to VRS or the case service contract agency for the DOR consumer. The VRS Program Manager will provide input as needed regarding contract services provided to DOR consumers referred to VRS and the case service contract agency. The VRS 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 2019-2020, 300 unduplicated consumers will be served  
FY 2020-2021, 300 unduplicated consumers will be served  
FY 2021-2022, 300 unduplicated consumers will be served

The following goals for each fiscal year will be met:

For fiscal year 2019/20:

- 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 (Closed-Rehab), 5 to be from the Transition Age Youth Program.

For fiscal year 2020/21:

- 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 (Closed-Rehab), 5 to be from the Transition Age Youth Program.

For fiscal year 2021/22:

- 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 (Closed-Rehab), 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. 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 2019/20, 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 2020/21, 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 2021/22, 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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Belmont, CA 94002  
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Wjordan@smchsa.org

## 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 California Clubhouse, Heart and Soul, CID (Center for Independence of the Disabled), Job Train, Goodwill Industries, San Mateo County Resource Centers and other 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. Service Budget Payment of Expenditure**

1. This is a cost reimbursement Agreement for subvention services. For services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.
2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.
3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

**B. Submission of Invoice(s)**

1. Monthly invoices must be completed using the DR 801B Service Invoice form (DR801B) and shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR801B shall include the Agreement Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).
2. An original DR801B must be submitted and signed by authorized personnel as listed on the Signature Authorization (DR 325) form.
3. Supporting documentation must be available upon request at any time by DOR staff, or other State and Federal representatives.
4. Federal and State funds are time limited, therefore, invoices (service and certified match) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than November 1<sup>st</sup>, to allow for payment and draw down prior to the close out of Federal/State funds.
5. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the Department of General Services, where approval to pay is not guaranteed.
6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

### C. **Appropriate Expenditures**

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement 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 # listed for this Agreement and prepared for the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200) Single Audit.

### D. **Invoice Claim Adjustments**

1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained **within the same fiscal year**. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget for all budget years as long, as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

### E. **Budget Contract Amendments**

A contract amendment between both parties is required for any budget changes not covered in Section D above. This includes any major category or detailed line item description changes to the approved Service Budget and Budget Narrative as outlined below:

- Adding and deleting a major category budget or detailed line item.
- Line item adjustments that exceed a cumulative amount of 10%.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail.  
(Note: ALL changes must be made in **bold**.)

### F. **Travel Reimbursements**

If travel is reimbursable, the Contractor agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from the DOR, Contractor will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs.

## **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 program, 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.

## **3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS**

- A. It is mutually understood between the parties that this Agreement 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 Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

## **4. 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.

## **5. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE AGREEMENT**

Agreements awarded by the Department shall be subject to actual costs for services rendered under this Agreement. Allowable costs under this Agreement must meet the following general criteria:

- Be generally recognized and necessary for the operation of the Contractor's organization.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Contractor.
- Be properly documented and supported.

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the 2 CFR 200 cost principles regarding documentation for the support of personnel activity chargeable to the Agreement.

## **6. ACCOUNTING SYSTEM REQUIREMENTS**

- A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:
- 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.
  - Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations



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

**Program Budget and Match Summary**  
**July 1, 2019 - June 30, 2022**

	FY 7/1/2019 to 6/30/2020	FY 7/1/2020 to 6/30/2021	FY 7/1/2021 to 6/30/2022
	<b><u>TOTALS</u></b>	<b><u>TOTALS</u></b>	<b><u>TOTALS</u></b>
DOR PROGRAM COSTS (From DOR Program Budget)	\$696,253	\$696,253	\$696,253
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$890,925	\$890,925	\$890,925
<b>TOTAL FEDERAL COSTS</b>	<b>\$1,587,178</b>	<b>\$1,587,178</b>	<b>\$1,587,178</b>
Certified Match (If applicable)	\$0 0%	\$0 0%	\$0 0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
Cash Match (If applicable)	\$338,069 21.3%	\$338,069 21.3%	\$338,069 21.3%
Total Federal Share	\$1,249,109 78.7%	\$1,249,109 78.7%	\$1,249,109 78.7%
<b>TOTAL STATE MATCH</b>	<b>\$338,069</b>	<b>\$338,069</b>	<b>\$338,069</b>

Cooperative agency certified match expenditure and cash match expenditure must be from non-federal funds and cannot be used to draw down other federal funds. The cash match expenditure must equal at least 21.3% of the designated share and the certified match expenditure must equal at least 25% of the designated share.

## County of San Mateo Vocational Rehab. Services (VRS) - MH

### DOR Program Budget July 1, 2019 - June 30, 2022

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FY 7/1/2019 to 6/30/2020 TOTAL</u>	<u>FY 7/1/2020 to 6/30/2021 TOTAL</u>	<u>FY 7/1/2021 to 6/30/2022 TOTAL</u>
Rehabilitation Team Unit 1 FTE = \$110,377	<b>Units</b>	2.33	2.33	2.33
		\$257,178	\$257,178	\$257,178
Case Services (Individual Consumer Expenses)		185,058	185,058	185,058
	<b>SUBTOTAL</b>	<b>\$442,236</b>	<b>\$442,236</b>	<b>\$442,236</b>
Case Service Contract(s):				
Caminar, Inc		\$254,017	\$254,017	\$254,017
<b>TOTAL DOR PROGRAM COST</b>		<b>\$696,253</b>	<b>\$696,253</b>	<b>\$696,253</b>

STATE OF CALIFORNIA  
SERVICE BUDGET

DEPARTMENT OF REHABILITATION

Original       Amendment

Contractor Name and Address		Contract Number			Federal ID Number			Page X of X		
County of San Mateo Vocational Rehabilitation Services 1 Davis Drive Belmont, CA 94002					94-6000532			1 of 1		
		Budget Period			Budget Period			Budget Period		
		July 1, 2019 - June 30, 2020			July 1, 2020 - June 30, 2021			July 1, 2021 - June 30, 2022		
		Effective Date (Amendments Only)			Effective Date (Amendments Only)			Effective Date (Amendments Only)		
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	Job Development Specialist II, 1 FTE = 40 hours/week, 12 months/yr + Benefits	\$144,645.76	1.685	\$243,728.11	\$148,985.13	1.636	\$243,739.67	\$ 153,454.68	1.588	\$243,686.03
2	Placement Program Specialist II/III, 1 FTE = 40 hours/week, 12 months/yr + Benefits	\$147,136.69	0.400	\$58,854.68	\$151,550.79	0.388	\$58,801.71	\$ 156,097.31	0.377	\$58,848.69
3	Vocational Specialist II/III, 1 FTE = 40 hours/week, 12 months/yr + Benefits	\$143,664.31	2.250	\$323,244.70	\$147,974.24	2.184	\$323,175.74	\$ 152,413.47	2.120	\$323,116.56
4	Vocational Program Supervisor II, 1 FTE= 40 hours/week, 12 months/yr + Benefits	\$164,553.85	0.400	\$65,821.54	\$169,490.47	0.388	\$65,762.30	\$ 174,575.18	0.377	\$65,814.84
5	VRS Program Manager, 1 FTE = 40 hours/week, 12 months/yr + Benefits	\$190,165.40	0.420	\$79,869.47	\$195,870.36	0.408	\$79,915.11	\$ 201,746.47	0.396	\$79,891.60
6	Mental Health Manager, 1 FTE=40 hours/week, 12 months/yr + Benefits	\$ 222,789.00	0.007	\$1,559.52	\$229,472.67	0.007	\$1,606.31	\$ 236,356.85	0.007	\$1,654.50
7	<b>Subtotal</b>			\$773,078.01			\$773,000.84			\$773,012.22
8	<b>OPERATING EXPENSES</b>									
9	Training			\$1,639.37			\$1,716.54			\$1,705.16
10										
11										
12										
13										
14										
15										
16	<b>Operating Subtotal</b>			\$1,639.37			\$1,716.54			\$1,705.16
17	<b>Personnel and Operating Subtotal</b>			\$774,717.38			\$774,717.38			\$774,717.38
18	<b>Indirect Rate Percentage</b>			15.00%			15.00%			15.00%
19	<b>Indirect Cost</b>			\$116,207.61			\$116,207.61			\$116,207.61
	<b>TOTAL (rounded to nearest dollar)</b>			\$890,925			\$890,925			\$890,925

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

PERSONNEL

**Benefits include:** Benefits are calculated at 37%. San Mateo County provides Retirement Plans (18%); Health Benefits (10%); Social Security (4%); Retiree Health Benefits (2%); Medicare (1%); Dental (1%); and Worker’s Compensation, Accidental D&D, Life Insurance, Short Term and Long-Term Disability, Unemployment, and Vision (total of 1%).

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**Cooperative Program Contract Duties**

Contract 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 will be placed in individual work sites depending upon their choice and maximum vocational potential. Responsible for ensuring that the Employment Services progress reports for DOR are completed.

County of San Mateo Agency Duties

Placement Specialist:

Under direction and supervision of the Placement Program Supervisor, this position uses pre-vocational informational interviews to assess interests and transferable skills to provide appropriate job recommendations for those not ready for cooperative services.

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Cooperative Program Contract Duties

Placement Program Specialist II and III:

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 employment services to DOR consumers (i.e. employment services intake- DOR individual plan review, employment preparation and employment retention services). 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 Assessment, Work Employment Services progress reports regarding DOR consumers are completed and sent to the DOR counselors.

## 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.

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## 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.
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## Contract Duties

### VRS Program Manager:

- 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 I:

- 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.
- Direct situational assessment and work adjustment services for DOR applicants/consumers in the Work Center.

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## 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.

## 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.

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## OPERATING

### Training

Training will be for contract related activities for vocational rehabilitation services staff. All training requests require prior written approval of DOR contract administrator. All training of cooperative contract staff funded through this contract will receive advance federal approval. Training is estimated at \$500 per FTE per fiscal year.

### INDIRECT COST & ADMINISTRATIVE OVERHEAD

For FY 2019/20, the indirect expense/ administrative overhead for VRS contracts is 24%, as established by the California Department of Social Services. The maximum 15% allowable indirect cost rate for this contract, as determined by DOR, will then be applied to the Service Budget Personnel and Operating expense total of this contract.

## **EXHIBIT C**

### **GENERAL TERMS AND CONDITIONS (GTC 4/2017)**

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>  
Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 4/2017.

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

**SPECIAL TERMS AND CONDITIONS**

**1. NOTIFICATION & COMPLIANCE**

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

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 responsibilities in the event of non-compliance.

**2. DISPUTES**

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

**3. RIGHT TO TERMINATE**

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.



#### 4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval for 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 shall 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.

#### 5. INSURANCE REQUIREMENTS

##### General Provisions Applying to All Policies

- A. Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- H. Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- I. Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under

Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- i. Commercial General Liability – Contractor’s liability shall be primary and non-contributory over any other valid or collectible insurance and self-insurance. Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor’s limit of liability. The policy must include:

*The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.*

**Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. The endorsement must be acceptable to the DGS Office of Risk and Insurance Management.**

- ii. Automobile Liability (If Applicable) – For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:
  - **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 Agreement. 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.
  - **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 Agreement. 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.

**The same additional insured designation and endorsement required for general liability is to be provided for this coverage.**

- iii. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required.

**The workers’ compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.**

- iv. Self-insurance - Contractor shall supply the consent letter of self-insurance or the Certificate of Consent to Self-Insure. The Waiver of Subrogation is not required.

## **6. CONFLICT OF INTEREST**

- A. Contractor certifies that it’s 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 gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

## **7. CONFIDENTIALITY**

- A. Contractor agrees to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.
- C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract 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 [iso@dor.ca.gov](mailto:iso@dor.ca.gov).
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:

1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
  2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. 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, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.
- G. 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.
- H. 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 in the "Requirements for Becoming a Service Provider" 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/VRED/Security-n-Privacy-Training.html>.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

## **8. AUDIT AND REVIEW REQUIREMENTS**

### **A. General Audit and Review Requirements**

1. 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 Agreement and other applicable federal or state statutes and regulations.
2. 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 Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.

3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
4. 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.
5. Contractor agrees to maintain such records for possible audit for a minimum of five (5) 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 five (5) year period, whichever is later.

B. Annual Federal Audit (For Agreements that received Federal Funds \$750,000 and above):

1. In addition to the General Audit and Review Requirements above, 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 2 CFR 200.

## **9. COMPETITIVE BIDDING AND PROCUREMENTS**

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.
- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

## **10. USE OF SUBCONTRACTOR(S)**

If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;

- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

#### **11. POTENTIAL SUBCONTRACTORS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

#### **12. CONTRACT AMENDMENTS**

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

#### **13. 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.

#### **14. THEFT SENSITIVE ITEMS**

DOR is requiring nonexpendable items to be listed and purchased under a separate line item titled "Theft Sensitive Items". The contractor shall maintain an inventory record for each nonexpendable item purchased or built with funds provided under the terms of the contract. The inventory record of each item shall include the date acquired, total cost, serial number, model identification and any other information or description necessary to identify said item. A copy of the inventory record must be submitted annually to the State Contract Administrator.

The following items, regardless of cost must be inventoried:

1. Computers/printers
2. Laptops/tablets

3. Copiers/fax
4. Smart phones/cell phones
5. Other items required to provide contract services

## **15. ATTRIBUTION**

The Contractor agrees to acknowledge the sponsorship of DOR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DOR. Contractor further agrees to identify the role of DOR with respect to any individual highlighted or publicized by or through Contractor, when such individual is a DOR consumer.

## **16. UNRUH CIVIL RIGHTS ACT AND THE FAIR EMPLOYMENT & HOUSING ACT**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

The contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

The contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

## EXHIBIT E

### (Standard Agreement - Subvention)

#### ADDITIONAL PROVISIONS – Federally Funded Agreements

##### 1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200), except where the Agreement is more restrictive. The federal regulations are available for review on the Internet at [www.ecfr.gov](http://www.ecfr.gov) under Title 2-Grants and Agreements.

##### 2. FEDERAL FUNDING INTELLECTUAL PROPERTY

- A. 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.
- B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.
- C. Copyrights and Patents: The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
  2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

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

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.



#### 4. PROHIBITION ON TAX DELINQUENCY

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) [https://www.ftb.ca.gov/aboutFTB/Delinquent\\_Taxpayers.shtml](https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml),

(Board of Equalization) <http://www.boe.ca.gov/sutax/top500.htm>

#### 5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All Agreements 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 Chapter 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-1 Obligations of Contractors and Subcontractors, Subpart A. Preliminary Matters; Equal Opportunity Clause; Compliance Reports.
- 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--Agreements 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:
1. 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.
  2. 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.
  3. 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.
  4. Subject: Discrimination on the basis of age.  
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).  
Regulation: 34 CFR part 110

**6. 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.

**7. AMERICANS WITH DISABILITIES ACT (ADA)**

By signing this Agreement, Contractor/Grantee agrees to comply 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.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

**EXHIBIT F**  
**(COOP/Case Services Agreements-Subvention)**

**ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES**

**1. MATCH REQUIREMENTS**

For Agreements that include **CERTIFIED EXPENDITURE MATCH**:

- A. Contractor shall certify to the State, on a monthly basis as specified in Exhibit B & G, 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. All such expenditures shall be under the administrative supervision of the 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.
- B. 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 may be reduced after review by the DOR Contract Administrator. The 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.
- C. Contractor contributions, including any excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary", will be used by the 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.

For Agreements that include **CASH MATCH**:

- A. Each fiscal year Contractor will pay to State, no less than quarterly and in advance, upon receipt of an invoice from the State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. The 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 the State from the Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.
- B. 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."

**2. INDIRECT COSTS**

Indirect costs are allowable expenses 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 200. 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 fixed rate and there is a 15% cap on the service budget. There is no cap on the certified match, however, indirect costs over 40% require a copy of the rate

approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

### **3. CONTRACT HANDBOOK**

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only. Contract Handbook can be downloaded from the DOR website at: <http://www.dor.ca.gov/Public/Grants.html>.

### **4. DOR'S CONTRACT MONITORING**

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

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, 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 Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1<sup>st</sup>, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.
- 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 Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.

J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:

- Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
- Verify that job duties, as provided by the Agreement staff, match Agreement 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.

## **EXHIBIT G ADDITIONAL PROVISIONS**

### **I. CONTRACT MONITORING AND REPORTING**

The Contract Administrator/Program Manager shall monitor the contract by:

- Submitting Service Invoices (801B) and Certified Expenditure Summaries on a monthly basis, with a list of student/DOR clients served that month
- Ensuring Personnel Activity Reports or time reporting documents and a list of student/DOR clients served are prepared and maintained by Contract staff in accordance with 2CFR200 and reflect accurate reporting
- Submitting Personnel Activity Reports or time reporting documents, supporting documentation, and a list of student/DOR clients served as requested by DOR contract administrator
- Meeting with DOR Contract Administrator and program staff to discuss contract progress at Quarterly Meetings
- Reporting the current and cumulative achievement of contract service goals and outcomes as part of the Quarterly Meetings or more often as directed by the DOR Contract Administrator
- Preparing and submitting to the assigned vocational rehabilitation counselor monthly progress reports for student/DOR clients' receiving contract services. Progress reports should include student/DOR client's name and other necessary or required information to document the services provided and individual student/DOR client progress in those services

### **II. Transportation**

The Contractor will provide transportation to 6 student/DOR clients including the driver.