

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

| |
|---------------------|
| AGREEMENT NUMBER |
| 28829 |
| REGISTRATION NUMBER |
| |

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

STATE AGENCY'S NAME

Department of Rehabilitation

CONTRACTOR'S NAME

County of San Mateo - Vocational Rehabilitation Services

2. The term of this

Agreement is: July 1, 2013 through June 30, 2016

3. The maximum amount

of this Agreement is: \$2,672,775.00 Certified Expenditure: \$510,726.00

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.

CFDA #84.126A State Vocational Rehabilitation Services Program

Exhibit A - Scope of Work 1 page(s)

Exhibit A.1 - Contractor's Program Scope of Work 4 page(s)

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

Exhibit B.1 - Contractor's Program Budget and Narrative 9 page(s)

Exhibit C* - General Terms and Conditions **GTC 610 (Dated 06/09/10)**

Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement) 7 page(s)

Exhibit E - Additional Provisions - Federally Funded Agreements 3 page(s)

Exhibit F - Additional Provisions - Cooperative/Case Service Agreements 3 page(s)

Exhibit G - Additional Provisions - Contract Monitoring & Transportation 1 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.ois.dgs.ca.gov/Standard+Language

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Mateo - Vocational Rehabilitation Services

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

550 Quarry Road
San Carlos, CA 94070

STATE OF CALIFORNIA

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Simone Dumas, Chief, Contracts and Procurement Section

ADDRESS

721 Capitol Mall, 6th Floor, Sacramento, CA 95814

California Department of General
Services Use Only

☐ Exempt per:

EXHIBIT A
(Standard Agreement - Subvention)
SCOPE OF WORK

1. PURPOSE

Subvention: VR Third Party Cooperative/Case Service Agreements: County of San Mateo, Vocational Rehabilitation Services

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 371

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

3. CONTRACT REPRESENTATIVES

The Contractor shall direct all inquiries during the term of this Agreement to the DOR Contract Administrator listed herein:

Department of Rehabilitation

Darlene Rutkowski
301 Howard Street, 7th Floor
San Francisco, CA 94107
(415) 904-7151, (415) 904-5996, Fax
drutkows@dor.ca.gov

County of San Mateo-VRS

Carmen O'Keefe
550 Quarry Road
San Carlos, CA 94070
(650) 802-6549, (650) 596-5162, Fax
cokeefe@co.sanmateo.ca.us

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

I. Introduction

The San Francisco District of the Department of Rehabilitation (DOR) and County of San Mateo Vocational Rehabilitation Services (VRS) are combining staff and resources to provide vocational rehabilitation services to DOR 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 IV, meet DOR and San Mateo County Behavioral Health and Recovery Services (SMCBHRS) criteria for services, and express motivation to seek employment. Additional services will be provided through a separate case service contract with Caminar Inc.

DOR will determine eligibility and functional limitations, assist a DOR consumer to develop an Individual Plan for Employment (IPE), provide vocational counseling, and provide service and service coordination that will lead to a successful employment outcome. VRS or the case service contractor, Caminar Inc. will supplement the above services by providing case services to include: vocational assessment and employment services to DOR consumers. This contract with VRS and the case service contract agency (Caminar, Inc.) will focus on vocational services for the Mental Health Transition Age Youth population and to the countywide Adult Mental Health population.

Upon completion of the DOR application, the DOR 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 2013-2014, 300 unduplicated consumers will be served
FY 2014-2015, 300 unduplicated consumers will be served
FY 2015-2016, 300 unduplicated consumers will be served

The following goals for each fiscal year will be met:

For fiscal year 2013/14:

- 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 2014/15:

- 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 2015/16:

- 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.

II. 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 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 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 2013/14, 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 2014/15, 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 2015/16, 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.

III. Contract Administrator

Department of Rehabilitation

Darlene Rutkowski
301 Howard Street, 7th Floor
San Francisco, CA 94107
(415) 904-7151
(415) 904-5996 Fax
drutkows@dor.ca.gov

County of San Mateo - VRS

Carmen O'Keefe
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 community agencies:
Social Security Administration, Skyline Community College, College of San Mateo, ROP, Adult Education, the Community College District's Supported Education

Programs as well as other members of the San Mateo B.E.S.T. (Building Employment Services Team), CID (Center for Independence of the Disabled), Job Train, Goodwill Industries, Janet Pomeroy Center, (JPC), San Mateo County Employment and Services Centers, PeninsulaWorks One Stop Career Centers and other One Stop partner agencies.

V. In-Service Training.

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

EXHIBIT B
(Standard Agreement - Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. 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 (DR 801B Service Invoice) should be submitted no later than the 20th business day for the preceding month's expenditures, with supporting documentation available upon request. 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.
2. Final invoices must be submitted within 120 days after each fiscal year end or no later than November first of that same year.
3. Invoice(s) (DR 801B Service Invoice) shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR 801B Invoice shall include the Agreement Number and Registration Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).

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 OMB A-133 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 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. 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 \$100,000.
- 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 OMB cost principle applicable to its organization 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, 2013 - June 30, 2016

| | FY 2013/2014 | FY 2014/2015 | FY 2015/2016 |
|---|------------------------|------------------------|------------------------|
| | <u>TOTALS</u> | <u>TOTALS</u> | <u>TOTALS</u> |
| DOR PROGRAM COSTS (From DOR Program Budget) | \$696,255 | \$696,255 | \$696,255 |
| TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget) | \$890,925 | \$890,925 | \$890,925 |
| TOTAL FEDERAL COSTS | \$1,587,180 | \$1,587,180 | \$1,587,180 |
| Certified Match (If applicable) | \$170,242 26.75164% | \$170,242 26.75164% | \$170,242 26.75164% |
| Total Federal Share | \$466,138 73.25% | \$466,138 73.25% | \$466,138 73.25% |
| Cash Match (If applicable) | \$238,782 21.3% | \$238,782 21.3% | \$238,782 21.3% |
| Total Federal Share | \$882,260 78.7% | \$882,260 78.7% | \$882,260 78.7% |
| TOTAL STATE MATCH | \$409,024 | \$409,024 | \$409,024 |

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.

| This Section For DOR Use Only | | | |
|--|-----------|-----------|-----------|
| | Year 1 | Year 2 | Year 3 |
| Certified match minimum contribution amount at 25% | \$529,060 | \$529,060 | \$529,060 |
| Cash match minimum contribution amount at 21.3% | \$338,069 | \$338,069 | \$338,069 |

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

DOR Program Budget
July 1, 2013 - June 30, 2016

| <u>ITEM</u> | <u>FTE EXPENDITURE</u> | <u>2013/2014 TOTAL</u> | <u>2014/2015 TOTAL</u> | <u>2015/2016 TOTAL</u> |
|---|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Rehabilitation Team Unit 1 FTE = \$110,377 | Units | 2.33 | 2.33 | 2.33 |
| | | \$257,178 | \$257,178 | \$257,178 |
| Case Services (Individual Consumer Expenses) | | 185,060 | 185,060 | 185,060 |
| | SUBTOTAL | \$442,238 | \$442,238 | \$442,238 |
| Case Service Contract(s): | | | | |
| <u>Caminar, Inc.</u> | | \$254,017 | \$254,017 | \$254,017 |
| <u> </u> | | | | |
| <u> </u> | | | | |
| <u> </u> | | | | |
| <u> </u> | | | | |
| <u> </u> | | | | |
| TOTAL DOR PROGRAM COST | | \$696,255 | \$696,255 | \$696,255 |

**STATE OF CALIFORNIA
SERVICE BUDGET**

DEPARTMENT OF REHABILITATION

Exhibit B.1

☒ Original

☐ Amendment

| Contractor Name and Address | | Contract Number | | Federal ID Number | | Page 1 of 1 | |
|--|--|----------------------------------|--------------------|----------------------------------|---------------|----------------------------------|-----------------|
| County of San Mateo | | 28829 | | 94-6000532 | | | |
| Vocational Rehab. Services-Mental Health | | Budget Period | | Budget Period | | Budget Period | |
| 550 Quarry Road | | 7/1/2013- 6/30/2014 | | 7/1/2014- 6/30/2015 | | 7/1/2015- 6/30/2016 | |
| San Carlos, CA 94070 | | Effective Date (Amendments Only) | | Effective Date (Amendments Only) | | Effective Date (Amendments Only) | |
| Line No. | PERSONNEL-Position Title & Time Base | Annual Salary | Annual Percent FTE | Amount Budgeted | Annual Salary | Annual Percent FTE | Amount Budgeted |
| 2 | Job Development Specialist II, 1 FTE = 40 hours/week | \$123,900.00 | 1.44973 | \$179,622.00 | \$130,095.00 | 1.3807 | \$179,622.00 |
| 3 | Placement Program Specialist II/III, 1 FTE = 40 hours/week | \$138,600.00 | 0.35598 | \$49,339.00 | \$145,530.00 | 0.33903 | \$49,339.00 |
| 4 | Vocational Specialist II/III, 1 FTE = 40 hours/week | \$130,200.00 | 3.92793 | \$511,416.60 | \$136,710.00 | 3.73781 | \$510,996.60 |
| 5 | Office Assistant, 1 FTE = 40 hours/week | \$64,000.00 | 0.10 | \$8,400.00 | \$68,200.00 | 0.10 | \$8,820.00 |
| 6 | | | | | | | |
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| 13 | | | | | | | |
| 14 | | | | | | | |
| 15 | | | | | | | |
| 16 | OPERATING EXPENSES | | | \$748,777.60 | | | \$748,777.60 |
| 17 | Training | | | \$1,600.00 | | | \$1,600.00 |
| 18 | Rent | | | 12,294.82 | | | \$12,294.82 |
| 19 | Maintenance Cost | | | 12,044.85 | | | \$12,044.85 |
| 20 | | | | | | | |
| 21 | | | | | | | |
| 22 | | | | | | | |
| 23 | | | | | | | |
| 24 | Operating Subtotal | | | \$25,939.67 | | | \$25,939.67 |
| 25 | Personnel and Operating Subtotal | | | \$774,717.27 | | | \$774,717.27 |
| 26 | Indirect Rate Percentage | | | 15.00% | | | 15.00% |
| 27 | Indirect Cost | | | \$116,207.59 | | | \$116,207.59 |
| | TOTAL (rounded to nearest dollar) | | | \$890,925 | | | \$890,925 |

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

PERSONNEL

Benefits include: All regular and probationary employees working 20 or more hours a week are eligible to enroll in the County's health, dental and vision programs. Other benefit options include Pension, Deferred Compensation, Life Insurance, Short Term and Long Term Disability, Voluntary Long Term Care Program, Flexible Spending Accounts, paid and unpaid time off, Voluntary Time off (VTO), Catastrophic Leave, Commute Alternative Program, Employee Assistance Program, Home Buyer Educations Program, Childcare and Tuition Reimbursement, Workplace Mediations, College Enrollment and Financial Assistance, Wellness Program, Telecommuting, Retire Health Benefits and SMC Credit Union.

Cooperative Program Duties

Job Development Specialist II:

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

Contract Duties

Placement Program Specialist:

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.

Contract Duties

Vocational Specialists II and III:

Under the DOR Cooperative Contract, duties include provision of the intensive employment services to DOR consumers. 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.

Contract Duties

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 DOR services under this contract. This may include performing case correspondence, organizing and maintaining files, processing management information service functions for DOR consumers 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

Training

Training will not exceed \$500 per FTE. Training will be applicable to vocational rehabilitation services for DOR consumers and will be with written approval of DOR contract administrator. This contract will use only \$1,600 for training purposes. All training of cooperative contract funded through this contract will be approved in advance by the DOR Contract Administrator.

Rent

| | |
|--|-------|
| Office cubicle space for 5.48 FTE x 93.5 sq. ft. | = 512 |
| Supervisory office space for .36 FTE x 120 sq. ft. | = 43 |
| Meeting space (22.5% of 400 sq. ft.) | = 90 |
| Total square feet | = 645 |

645 square feet @ \$1.59 per sq. ft. for 12 months = \$12,295

Facilities/Maintenance

Costs consist of janitorial services that is separate from rent costs – $5.83 \text{ FTE} \times \$172.06/\text{month} \times 12 \text{ months} = \$12,045$

INDIRECT COST & ADMINISTRATIVE OVERHEAD

26% represents the portion of direct program salaries and benefits against total salaries and benefits. This includes management and fiscal support. This rate has been established by the San Mateo County Fiscal Office.

15%, the maximum amount allowed on this contract, is then applied to that portion of staff salaries and benefits providing services to DOR consumers.

July 1, 2013 - June 30, 2016

Exhibit B.1

| Contractor Name and Address | | | | Cooperative agency agrees it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds. | | | | | | | | | | | |
|--|---------------|--------------------|-------------------------|--|--------------------|-------------------------|---------------|-----------------------|-------------------------|--|--|-----------------------|--|--|--|
| County of San Mateo Vocational Rehabilitation Services - Mental Health 550 Quarry Road San Carlos, CA 94070 | | | | Fiscal Year 2013/2014 | | | | Fiscal Year 2014/2015 | | | | Fiscal Year 2015/2016 | | | |
| PERSONNEL Position title & Time Base | Annual Salary | Annual Percent FTE | Annual Amount Certified | Annual Salary | Annual Percent FTE | Annual Amount Certified | Annual Salary | Annual Percent FTE | Annual Amount Certified | | | | | | |
| Vocational Program Supervisor II, 1 FTE= 40 hours/week | \$152,250.00 | 47.497% | \$72,314.48 | \$159,862.50 | 45.236% | \$72,314.48 | \$167,855.63 | 43.081% | \$72,314.48 | | | | | | |
| VRS Program Manager, 1 FTE = 40 hours/week | \$183,750.00 | 20.696% | \$38,029.25 | \$192,937.50 | 19.711% | \$38,029.25 | \$202,584.38 | 18.772% | \$38,029.25 | | | | | | |
| Mental Health Manager, 1 FTE=40 hours/week | \$210,000.00 | 11.795% | \$24,769.00 | \$220,500.00 | 11.233% | \$24,769.00 | \$231,525.00 | 10.698% | \$24,769.00 | | | | | | |
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COUNTY OF SAN MATEO, VOCATIONAL REHABILITATION SERVICES
MENTAL HEALTH
CERTIFIED EXPENDITURE BUDGET NARRATIVE

The following personnel will be assigned to the cooperative.

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

Benefits include: All regular and probationary employees working 20 or more hours a week are eligible to enroll in the County's health, dental and vision programs. Other benefit options include Pension, Deferred Compensation, Life Insurance, Short Term and Long Term Disability, Voluntary Long Term Care Program, Flexible Spending Accounts, paid and unpaid time off, Voluntary Time off (VTO), Catastrophic Leave, Commute Alternative Program, Employee Assistance Program, Home Buyer Educations Program, Childcare and Tuition Reimbursement, Workplace Mediations, College Enrollment and Financial Assistance, Wellness Program, Telecommuting, Retire Health Benefits and SMC Credit Union.

Contract Duties

Vocational Program Supervisor II:

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

County of San Mateo Agency Duties:

Vocational Rehabilitation Supervisor:

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

Contract Duties

VRS Program Manager:

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

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

County of San Mateo Agency Duties

Human Services Program Manager II:

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

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

Contract Duties

Mental Health Manager:

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

County of San Mateo Agency Duties

Clinical Program Manager:

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

INDIRECT COST & ADMINISTRATIVE OVERHEAD

The Indirect cost, determined by the County of San Mateo Fiscal Office, is utilized for certified match and is derived from that portion of staff salary and benefits providing services to DOR consumers as determined by the SMCVRS Fiscal Section. This is calculated at 26% x salary and benefits of the certified time match position. This includes management, fiscal and office support.

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

- A. Commercial General Liability – 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:

(Agency/Department Name), The State of California, its officers, agents, employees and servants 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.

- B. 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.

- C. 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.

When is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

6. 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 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 that any report or material created during the performance of this Agreement will not be released to any source except as required by this Agreement or otherwise authorized by DOR.
- B. Contractor agrees that any information obtained in the performance of this Agreement is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- C. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this Agreement 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.)

- D. Contractor agrees to report any security breach or information security 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 ITSB-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 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, electronic devices/media, paper media, or data containing DOR consumers' personal information. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptop and desktop, netbooks, 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 personal, confidential, or sensitive information relating to the performance of this Agreement.
- 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 under the "Providers" tab in the "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 Office of Information Security (OIS) website and the California Office of Privacy Protection (COPP) website. The COPP 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 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.

B. Annual Federal Audit (For Agreements that received Federal Funds \$500,000 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 the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).
2. For DOR Agreement expenditures designated by the independent auditor as major programs, the 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

3. Copies of the audit report and letters shall be submitted within 30 days after receipt of the auditor's report(s) or nine months following the end of the Contractor's fiscal year. Unless restricted by law or regulation, the auditee shall make copies available for public inspection.

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.
- 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 of \$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.

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 following federal rules and regulations applicable to its organization as specifically defined in the following, except where the Agreement 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

The federal regulations are available for review on the Internet at <http://www.whitehouse.gov/omb/circulars>.

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. 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 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--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

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
(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 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

- A. 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.
- B. Indirect Costs for Service Budgets: The Contractor may be reimbursed for actual indirect costs subject to this Agreement not to exceed a rate of 15% indirect cost.
- C. Indirect Cost Rate for Certified Expenditure Match: The Contractors "actual" indirect costs may be used to calculate certified expenditures, and not subject to the maximum cap of 15% indirect cost rate as defined in B. above.

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.

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, and Certified Expenditure Summaries, if applicable, are received within 120 days after each fiscal year end or no later than November 1 of that year.
- 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 Agreement staff provide services only to authorized DOR consumers.

EXHIBIT G
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS-CONTRACTOR'S MONITORING & TRANSPORTATION

1. MONITORING

The County of San Mateo VRS Contract Administrator shall monitor the contract by:

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

2. TRANSPORTATION OF DOR CLIENTS

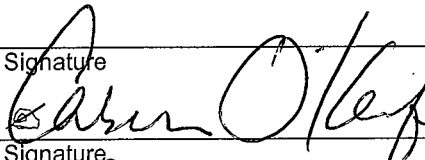
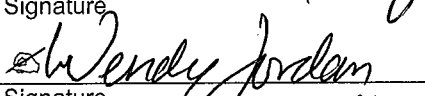
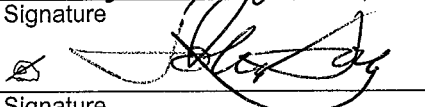

Transportation will be provided to up to seven persons and DOR clients receiving services under this contract per occasion.

GRANT/CONTRACT SIGNATURE AUTHORIZATION


DR 325 (Rev. 12/98) Computer Generated

| | |
|---|---|
| GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814 | SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) <i>County of San Mateo Human Services Agency</i> <i>Vocational Rehabilitation Services</i> <i>550 Quarry Road</i> <i>San Carlos, CA 94070</i> |
|---|---|

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) CARMEN O'KEEFE | Title (Please Type or Print) VRS Program Mgr |
| Signature  | Name (Please Type or Print) Wendy Jordan | Title (Please Type or Print) Vocational Rehab. Counseling Supr. |
| Signature  | Name (Please Type or Print) JOHN F. JOY | Title (Please Type or Print) Director of SMC Works |
| Signature  | Name (Please Type or Print) | Title (Please Type or Print) |

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

| | | |
|--|-----------------------------|-------------|
| Authorized Signature per Board Resolution  | Name (Please Type or Print) | Date Signed |
|--|-----------------------------|-------------|

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> <i>County of San Mateo Human Services Agency, Vocational Rehabilitation Services</i> | | <i>Federal ID Number</i> <i>94-6000532</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> <i>Don Horsley, President, Board of Supervisors, County of San Mateo</i> | | |
| <i>Date Executed</i> | <i>Executed in the County of</i> | |

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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FULL Name of Corporation or Public Agency

County of San Mateo Human Services Agency, Vocational Rehabilitation Services

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

Name/Position of Person Authorized to Sign Agreement

Don Horsley, President, Board of Supervisors, San Mateo County

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.


CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

Address Where Board Meeting Held

Hall of Justice, 400 County Center, Redwood City, CA 94063

| Date of Board Meeting | Signature of Recording Secretary | Date Signed |
|-----------------------|---|-------------|
| |  | |

(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

| | | | | | | |
|--|--|--|--|--|--|---|
| <div style="border: 1px solid black; width: 30px; height: 30px; margin: auto; line-height: 30px;">1</div> | <p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p> | | | | | |
| <div style="border: 1px solid black; width: 30px; height: 30px; margin: auto; line-height: 30px;">2</div> | <p>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</p> <hr/> <p>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) E-MAIL ADDRESS</p> <hr/> <p>MAILING ADDRESS BUSINESS ADDRESS</p> <hr/> <p>CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE</p> <hr/> | | | | | |
| <div style="border: 1px solid black; width: 30px; height: 30px; margin: auto; line-height: 30px;">3</div> <p>PAYEE ENTITY TYPE</p> <p>CHECK ONE BOX ONLY</p> | <p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): - </p> <p><input type="checkbox"/> PARTNERSHIP CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS</p> <hr/> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR - - ENTER SOCIAL SECURITY NUMBER:</p> <p>(SSN required by authority of California Revenue and Tax Code Section 18646)</p> | | | | | <p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p> |
| <div style="border: 1px solid black; width: 30px; height: 30px; margin: auto; line-height: 30px;">4</div> <p>PAYEE RESIDENCY STATUS</p> | <p><input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p> | | | | | |
| <div style="border: 1px solid black; width: 30px; height: 30px; margin: auto; line-height: 30px;">5</div> | <p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <hr/> <p>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) TITLE</p> <hr/> <p>SIGNATURE DATE TELEPHONE</p> <hr/> <p style="text-align: right;">()</p> | | | | | |
| <div style="border: 1px solid black; width: 30px; height: 30px; margin: auto; line-height: 30px;">6</div> | <p>Please return completed form to:</p> <p>Department/Office: _____</p> <p>Unit/Section: _____</p> <p>Mailing Address: _____</p> <p>City/State/Zip: _____</p> <p>Telephone: (____) _____ Fax: (____) _____</p> <p>E-mail Address: _____</p> | | | | | |

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

| | | | | | | | | | |
|--|---|--|---------------------|-----------------|---------------------|--------------------------------------|----------------|----------|----------------|
| 1 | <p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p> | | | | | | | | |
| 2 | <p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p> | | | | | | | | |
| 3 | <p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p> | | | | | | | | |
| 4 | <p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table> | Withholding Services and Compliance Section: | 1-888-792-4900 | E-mail address: | wscs.gen@ftb.ca.gov | For hearing impaired with TDD, call: | 1-800-822-6268 | Website: | www.ftb.ca.gov |
| Withholding Services and Compliance Section: | 1-888-792-4900 | E-mail address: | wscs.gen@ftb.ca.gov | | | | | | |
| For hearing impaired with TDD, call: | 1-800-822-6268 | Website: | www.ftb.ca.gov | | | | | | |
| 5 | <p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p> | | | | | | | | |
| 6 | <p>This section must be completed by the State agency requesting the STD. 204.</p> | | | | | | | | |
| | <p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p> | | | | | | | | |