

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

AGREEMENT NUMBER

29823

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, Human Services Agency

2. The term of this Agreement is: July 1, 2016 through June 30, 2019

3. The maximum amount of this Agreement is: \$855,414.00  
Cash Match \$266,154.00

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
Exhibit A.1 - Contractor's Program Scope of Work	4 pages
Exhibit B - Budget Detail and Payment Provisions	4 pages
Exhibit B.1 - Contractor's Program Budget and Narrative	6 pages
Exhibit C* - General Terms and Conditions	GTC 610 (Dated 06/09/10) 1 page
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	7 pages
Exhibit E - Additional Provisions - Federally Funded Agreements	3 pages
Exhibit F - Additional Provisions - Cooperative/Case Service Agreements	3 pages
Exhibit G - Additional Provisions - Contractor's Monitoring & Transportation	1 page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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

**CONTRACTOR**

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

County of San Mateo, Human Services Agency

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Iliana Rodriguez, Director, Human Services Agency

ADDRESS

450 Harbor Blvd., Belmont, CA 94002  
1 Davis, Belmont, CA 94002 (Billing Address)

**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:

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

<b>1</b>	<b>INSTRUCTIONS:</b> 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 <b>fully completed</b> 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. <b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.										
<b>2</b>	<b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print) County of San Mateo <hr/> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)</td> <td style="width: 40%;"><b>E-MAIL ADDRESS</b></td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td><b>MAILING ADDRESS</b> 1 Davis Drive</td> <td><b>BUSINESS ADDRESS</b> 450 Harbor Blvd.</td> </tr> <tr> <td><b>CITY, STATE, ZIP CODE</b> Belmont, CA 94002</td> <td><b>CITY, STATE, ZIP CODE</b> Belmont, CA 94002</td> </tr> </table>			<b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)	<b>E-MAIL ADDRESS</b>	<hr/>		<b>MAILING ADDRESS</b> 1 Davis Drive	<b>BUSINESS ADDRESS</b> 450 Harbor Blvd.	<b>CITY, STATE, ZIP CODE</b> Belmont, CA 94002	<b>CITY, STATE, ZIP CODE</b> Belmont, CA 94002
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<b>3</b>	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <span style="border: 1px solid black; padding: 2px;">9 4 - 6 0 0 0 5 3 2</span>  <input type="checkbox"/> <b>PARTNERSHIP</b> <input type="checkbox"/> <b>ESTATE OR TRUST</b>  <input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR</b> <b>ENTER SOCIAL SECURITY NUMBER:</b> <span style="border: 1px solid black; padding: 2px;">  -  -  </span> <small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small>	<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.									
<b>4</b>	<b>PAYEE RESIDENCY STATUS</b> <input checked="" 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.										
<b>5</b>	<b>I hereby certify under penalty of perjury that the information provided on this document is true and correct.</b> <b>Should my residency status change, I will promptly notify the State agency below.</b> <hr/> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print) Iliana Rodriguez</td> <td style="width: 40%;"><b>TITLE</b> Director, Human Services Agency</td> </tr> <tr> <td><b>SIGNATURE</b></td> <td><b>DATE</b></td> </tr> <tr> <td></td> <td><b>TELEPHONE</b> ( 650 ) 802-7555</td> </tr> </table>			<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print) Iliana Rodriguez	<b>TITLE</b> Director, Human Services Agency	<b>SIGNATURE</b>	<b>DATE</b>		<b>TELEPHONE</b> ( 650 ) 802-7555		
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<b>SIGNATURE</b>	<b>DATE</b>										
	<b>TELEPHONE</b> ( 650 ) 802-7555										
<b>6</b>	<b>Please return completed form to:</b>  <b>Department/Office:</b> _____ <b>Unit/Section:</b> _____ <b>Mailing Address:</b> _____ <b>City/State/Zip:</b> _____ <b>Telephone:</b> (____) _____ <b>Fax:</b> (____) _____ <b>E-mail Address:</b> _____										



**PAYEE DATA RECORD**

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

1	<p><b><u>Requirement to Complete Payee Data Record, STD. 204</u></b></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><b><u>Are you a California resident or nonresident?</u></b></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
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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><b><u>Privacy Statement</u></b></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>								

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> <b>County of San Mateo, Human Services Agency</b>		<i>Federal ID Number</i> <b>94-6000532</b>
<i>By (Authorized Signature)</i>  		
<i>Printed Name and Title of Person Signing</i> <b>Iliana Rodriguez, Director, Human Services Agency</b>		
<i>Date Executed</i>  	<i>Executed in the County of</i> <b>San Mateo</b>	

**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 lesser 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](http://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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**GRANT/CONTRACT SIGNATURE AUTHORIZATION**


DR 325 (Rev. 12/98) Computer Generated

GRANTEE/CONTRACTOR:	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)
STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	

The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature	Name (Please Type or Print)	Title (Please Type or Print)
		
Signature	Name (Please Type or Print)	Title (Please Type or Print)
		
Signature	Name (Please Type or Print)	Title (Please Type or Print)
		
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
	Iliana Rodriguez, Director, Human Services Agency	

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

**1. PURPOSE**

Subvention: VR Third Party Cooperative/Case Service Agreements:

**2. AUTHORITY**

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

Regulations: 34 CFR 369.2 (b)

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

**3. CONTRACT REPRESENTATIVES**

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

Department of Rehabilitation Erica Tom 301 Howard Street, 7 <sup>th</sup> Floor San Francisco, CA 94107 (415) 904-7185 (415) 597-5810 fax <a href="mailto:etom@dor.ca.gov">etom@dor.ca.gov</a>	County of San Mateo, Human Services Agency Jennifer Valencia, Director of Employment Service 450 Harbor Blvd. Belmont, CA 94002 (650) 802-6549 (650) 631-5895 fax <a href="mailto:JDValencia@SMCGov.org">JDValencia@SMCGov.org</a>
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**4. DESCRIPTION OF SERVICES/DELIVERABLES**

See attached program description - EXHIBIT A.1



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

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

**SCOPE OF WORK**

**I. INTRODUCTION**

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

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

DOR will determine eligibility and functional limitations, assist a DOR consumer to develop an Individual Plan for Employment (IPE), provide vocational counseling, and provide service and service coordination that will lead to a successful employment outcome. VRS will provide comprehensive vocational evaluation and employment services to DOR consumers.

Upon completion of the DOR application and assignment of the project code, the DOR counselor will make a referral to VRS. The VRS Program Manager will encourage coordination of service delivery to DOR consumers and network with San Mateo County Mental Health, Peninsula Works and other Human Services Agency providers to focus on seamless services that may result in successful employment outcomes. During the contract period, a total of 105 unduplicated DOR consumers will be served in this Cooperative Program for each fiscal years of 2016/17, 2017/18 and 2018/19. As a result of the services provided in this contract, it is expected that DOR will:

Fiscal year 2016/17:

- Open 60 new cases
- Develop 50 new Individual Plans for Employment (IPEs)
- Close 30 cases successfully (Closed-Rehab)

Fiscal year 2017/18:

- Open 60 new cases
- Develop 50 new Individual Plans for Employment (IPEs)
- Close 30 cases successfully (Closed-Rehab)

Fiscal year 2018/19:

- Open 60 new cases
- Develop 50 new Individual Plans for Employment (IPEs)
- Close 30 cases successfully (Closed-Rehab)

## **II. SERVICES TO BE PROVIDED**

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

### **A. Comprehensive Vocational Evaluation**

#### **1. Description of Service**

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

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

During fiscal year 2016/17, there shall be 30 DOR consumers who shall receive comprehensive vocational evaluation (CVE) services from VRS resulting in 25 completed comprehensive vocational evaluations.

During fiscal year 2017/18, there shall be 30 DOR consumers who shall receive comprehensive vocational evaluation (CVE) services from VRS resulting in 25 completed comprehensive vocational evaluations.

During fiscal year 2018/19, there shall be 30 DOR consumers who shall receive comprehensive vocational evaluation (CVE) services from VRS resulting in 25 completed comprehensive vocational evaluations.

### **B. Employment Services**

#### **1. Description of Service**

Intake: Upon authorization for employment services, a Job Development Specialist will meet with the DOR consumer and complete the following intake activities: An analysis of pertinent collateral information, reports regarding prior work experience and performance, review of the DOR IPE,



identification of need for supports, reasonable accommodation, job choices in relation to employers and the local job market and assistive technology needs.

**Service Outcomes/Number to be Served**

During fiscal year 2016/17, there shall be 60 DOR consumers who will receive Employment Services and an Employment Intake.

During fiscal year 2017/18, there shall be 60 DOR consumers who will receive Employment Services and an Employment Intake.

During fiscal year 2018/19, there shall be 60 DOR consumers who will receive Employment Services and an Employment Intake.

**Employment Preparation**

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

**Service Outcomes/Number to be Served**

During fiscal year 2016/17, 55 DOR consumers will receive Employment Preparation services

During fiscal year 2017/18, 55 DOR consumers will receive Employment Preparation services.

During fiscal year 2018/19, 55 DOR consumers will receive Employment Preparation services.

**Job Development, Job Placement,**

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

**Service Outcomes/Number to be Served**

During fiscal year 2016/17, 50 DOR consumers will receive Job Development and Placement services. 40 DOR consumers will be placed in jobs consistent with their IPE goals.

During fiscal year 2017/18, 50 DOR consumers will receive Job Development and Placement services. 40 DOR consumers will be placed in jobs consistent with their IPE goals.

During fiscal year 2018/19, 50 DOR consumers will receive Job Development and Placement services. 40 DOR consumers will be placed in jobs consistent with their IPE goals.

**Employment Retention:**

Upon a DOR consumer accepting employment in a job that is consistent with the IPE goal and meets the DOR consumer's needs, the following employment retention services will be provided by the Job Placement Specialist for at least 90 days. Retention services include assisting DOR consumers in becoming knowledgeable of the conditions of their employment, conflict resolution and problem solving strategies. Retention support will be provided either on or off the job, depending on consumer need and preference.

**Service Outcomes/Number to be Served**

During fiscal year 2016/17, 40 DOR consumers will receive Employment Retention services.

During fiscal year 2017/18, 40 DOR consumers will receive Employment Retention services.

During fiscal year 2018/19, 40 DOR consumers will receive Employment Retention services.

**III. CONTRACT ADMINISTRATOR/PROGRAM COORDINATOR**

Department of Rehabilitation  
Erica Tom  
Contract Administrator  
301 Howard Street, 7th Floor  
San Francisco, CA 94107  
(415) 904-7185  
(415) 597-5810 fax  
[etom@dor.ca.gov](mailto:etom@dor.ca.gov)

County of San Mateo, Human Services Agency  
Jennifer Valencia  
Director of Employment Services  
450 Harbor Blvd.  
Belmont, CA 94002  
(650) 801-6549  
(650) 631-5895 fax  
[JDValencia@SMCGov.org](mailto:JDValencia@SMCGov.org)

**IV. LINKAGES TO OTHER COMMUNITY AGENCIES**

This Cooperative Program has linkages with the following: Social Security Administration, Workability III at Canada College, Skyline Community College, College of San Mateo, Regional Occupational Program, Adult Education, Center for Independence of the Disabled, Job Train, Goodwill Industries, JPC, Inc., Community Gatepath, Caminar CLC/Jobs Plus and other community agencies and Peninsula Works (One Stop Center) partners.

**V. IN-SERVICE TRAINING**

Cooperative Program staff and DOR staff, through joint-unit meetings, and other settings will be cross-trained in the other agency's mission, services, procedures, and professional approaches at least twice per fiscal year.



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

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

**A. Service Budget Payment of Expenditure**

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

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

1. Monthly invoices must be completed using the DR 801B Service Invoice form (DR801B) and shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR801B shall include the Agreement Number, 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).
2. An original DR801B must be submitted and signed by authorized personnel as listed on the Signature Authorization (DR 325) form.
3. Supporting documentation must be available upon request at any time by DOR staff, or other State and Federal representatives.
4. Federal and State funds are time limited, therefore, invoices (service and certified match) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than November 1<sup>st</sup>, to allow for payment and draw down prior to the close out of Federal/State funds.
5. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the Victims

Compensation and Government Claims Board, where approval to pay is not guaranteed.

6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

#### C. Appropriate Expenditures

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200) Single Audit.

#### D. Invoice Claim Adjustments

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

#### E. Budget Contract Amendments

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

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



## **F. Travel Reimbursements**

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

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

## **2. BUDGET CONTINGENCY CLAUSE**

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

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

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

## **4. PROMPT PAYMENT CLAUSE**

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



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

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

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

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

## **6. ACCOUNTING SYSTEM REQUIREMENTS**

- A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:
- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
  - Records that identify adequately the source and application of funds for federally sponsored activities.
  - Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
  - Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations.

**Program Budget and Match Summary**  
**July 1, 2016 - June 30, 2019**

	FY 7/1/2016 to 6/30/2017	FY 7/1/2017 to 6/30/2018	FY 7/1/2018 to 6/30/2019
	<u>TOTALS</u>	<u>TOTALS</u>	<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$131,377	\$131,377	\$131,377
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$285,138	\$285,138	\$285,138
<b>TOTAL FEDERAL COSTS</b>	<b>\$416,515</b>	<b>\$416,515</b>	<b>\$416,515</b>
Certified Match (If applicable)	\$0 0%	\$0 0%	\$0 0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
Cash Match (If applicable)	\$88,718 21.3%	\$88,718 21.3%	\$88,718 21.3%
Total Federal Share	\$327,798 78.7%	\$327,798 78.7%	\$327,798 78.7%
<b>TOTAL STATE MATCH</b>	<b>\$88,718</b>	<b>\$88,718</b>	<b>\$88,718</b>

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



**County of San Mateo, Human Services Agency, Voc.Rehab.Servs.**

**DOR Program Budget**  
**July 1, 2016 - June 30, 2019**

<b><u>ITEM</u></b>	<b><u>FTE EXPENDITURE</u></b>	<b><u>FY 2016/17 TOTAL</u></b>	<b><u>FY 2017/18 TOTAL</u></b>	<b><u>FY 2018/19 TOTAL</u></b>
Rehabilitation Team Unit 1 FTE = \$110,377	Units	1.00 \$110,377	1.00 \$110,377	1.00 \$110,377
Case Services (Individual Consumer Expenses)		21,000	21,000	21,000
	<b>SUBTOTAL</b>	<b>\$131,377</b>	<b>\$131,377</b>	<b>\$131,377</b>
Case Service Contract(s):				
<b>TOTAL DOR PROGRAM COST</b>		<b>\$131,377</b>	<b>\$131,377</b>	<b>\$131,377</b>



STATE OF CALIFORNIA  
SERVICE BUDGET

DEPARTMENT OF REHABILITATION

☒ Original

☐ Amendment

Contractor Name and Address		Contract Number	Federal ID Number	Page 1 of 1			
County of San Mateo, Human Servs. Agency Vocational Rehabilitation Services 1 Davis Belmont, CA 94002		29823	94-6000532				
		Budget Period	Budget Period	Budget Period			
		Effective Date (Amendments Only)	Effective Date (Amendments Only)	Effective Date (Amendments Only)			
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	Job Development Specialist II/III, 1 FTE = 40 hours/week, 12 months/year	\$123,900.00	0.75263	\$93,250.86	\$130,095.00	0.716796	\$93,251.58
2	Placement Program Supervisor, 1 FTE = 40 hours/week, 12 months/year	\$138,600.00	0.09791	\$13,570.33	\$145,530.00	0.09325	\$13,570.67
3	Vocational Specialist II/III - 1 FTE = 40 hours/week, 12 months/year	\$130,200.00	0.796459	\$103,698.96	\$136,710.00	0.755452	\$103,277.84
4	Vocational Program Supervisor, 1 FTE = 40 hours/week, 12 months/year	\$152,250.00	0.09371	\$14,267.35	\$159,862.50	0.08925	\$14,267.73
5	Office Assistant, 1 FTE = 40 hours/week, 12 months/year	\$84,000.00	0.10	\$8,400.00	\$88,200.00	0.10	\$8,820.00
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18	Subtotal			\$233,187.49			\$233,187.82
19	OPERATING EXPENSES						
20	Travel/Mileage			\$ 3,816.00			\$3,816.00
21	Communication			\$ 2,095.00			\$2,095.00
22	Rent			\$ 5,046.61			\$5,046.61
23	Janitorial services			\$ 3,800.55			\$3,800.55
24							
25							
26							
27	Operating Subtotal			\$14,758.16			\$14,758.16
28	Personnel and Operating Subtotal			\$247,945.65			\$247,946.25
29	Indirect Rate Percentage			15.00%			15.00%
30	Indirect Cost			\$37,191.85			\$37,191.94
	TOTAL (rounded to nearest dollar)			\$285,138			\$285,138



## **SERVICE BUDGET NARRATIVE SAN MATEO COUNTY VRS - HSA**

### **PERSONNEL**

Benefits: 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. The percentage of the cost of benefits to the cost of salary.

#### **Cooperative Program Duties:**

##### **Job Development Specialist II/III:**

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

#### **County of San Mateo Agency Duties:**

##### **Placement Specialist**

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

---

#### **Cooperative Program Duties:**

##### **Placement Program Supervisor:**

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



County of San Mateo Agency Duties:

Marketing Manager:

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

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Cooperative Program Duties:

Vocational Specialist II/III:

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

County of San Mateo Agency Duties:

Assessment Specialist:

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

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Cooperative Program Duties:

Vocational Program Supervisor:

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

County of San Mateo Agency Duties:

Assessment Supervisor:

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

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#### 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.

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#### OPERATING

Travel/Mileage - Mileage reimbursement for the Job Development Specialist and the Vocational Specialist to provide services to DOR consumers. Travel reimbursement will not exceed the rate paid to State employees.

Communication - Includes telephone, cell phone and Internet services for 1.84 FTE x \$94.88/month x 12 months = \$2,095.

##### Rent

Office cubicle space for 1.74 FTE x 93.5 sq. ft.	= 163.0
Supervisory office space for .10 FTE x 120 sq. ft.	= 11.7
Meeting space (22.5% of 400 sq. ft.)	= 90.0
Total square feet	= 264.7

264.7 square feet @ \$1.59 per sq. ft. for 12 months = \$5,046.61

##### Janitorial services

Costs consist of janitorial services that is separate from rent costs – 1.84 FTE x \$172.13/month x 12 months = \$3,800.55

#### INDIRECT COST & ADMINISTRATIVE OVERHEAD

For FY 2016/17, 26% is the indirect expense/ administrative overhead for VRS contracts which includes management, clerical, 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 the Service Budget Personnel and Operating expense total.



## **EXHIBIT C**

### **GENERAL TERMS AND CONDITIONS (GTC 610)**

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Click on the Standard Contract Language section to expand, then click on GTC 610.

**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 endorsement 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.

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

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

## **6. CONFLICT OF INTEREST**

- A. Contractor certifies that 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 to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.



- C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at [iso@dor.ca.gov](mailto:iso@dor.ca.gov).
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
  2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
  3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named



"Protecting Privacy in State Government" and can be downloaded at the following link:  
<http://www.dor.ca.gov/VRED/Security-n-Privacy-Training.html>.

- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

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

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

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the five (5) year period, whichever is later.

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

1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with 2 CFR 200.

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

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or



subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.

- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

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

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

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

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

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

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a

result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

## **12. CONTRACT AMENDMENTS**

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

## **13. SOFTWARE**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

## **14. THEFT SENSITIVE ITEMS**

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

The following items, regardless of cost must be inventoried:

1. Computers/printers
2. Laptops/tablets
3. Copiers/fax
4. Smart phones/cell phones
5. Other items required to provide contract services

## **15. ATTRIBUTION**

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



## **EXHIBIT E**

### **(Standard Agreement - Subvention)**

#### **ADDITIONAL PROVISIONS – Federally Funded Agreements**

##### **1. FEDERAL REQUIREMENTS**

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

##### **2. FEDERAL FUNDING INTELLECTUAL PROPERTY**

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

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

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that



neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

#### **4. PROHIBITION ON TAX DELINQUENCY**

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

(Franchise Tax Board) [https://www.ftb.ca.gov/aboutFTB/Delinquent\\_Taxpayers.shtml](https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml),  
(Board of Equalization) <http://www.boe.ca.gov/cgi-bin/delinq.cgi>

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

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR 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

## **6. RETURN OF INAPPROPRIATE USE OF FUNDS**

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

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

By signing this Agreement, Contractor/Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as, all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

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

**ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES**

**1. MATCH REQUIREMENTS**

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

- A. Contractor shall certify to the State, on a monthly basis as specified in Exhibit B & G, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations. All such expenditures shall be under the administrative supervision of the State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.
- B. The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget may be reduced after review by the DOR Contract Administrator. The State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.
- C. Contractor contributions, including any excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary", will be used by the State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

For Agreements that include **CASH MATCH**:

- A. Each fiscal year Contractor will pay to State, no less than quarterly and in advance, upon receipt of an invoice from the State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by the State from the Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.
- B. The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary."



## **2. INDIRECT COSTS**

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. There is no cap on the certified match, however, indirect costs over 40% require a copy of the rate approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

## **3. CONTRACT HANDBOOK**

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

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

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

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1<sup>st</sup>, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.

- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.
- J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:
- Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
  - Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
  - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
  - Verify that Contract staff provide services only to authorized DOR consumers.



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

**ADDITIONAL PROVISIONS-CONTRACTOR'S MONITORING & TRANSPORTATION**

**I. CONTRACT MONITORING AND REPORTING**

The San Mateo County VRS HSA Contract Administrator/Program Manager shall monitor the contract by:

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

**II. TRANSPORTATION**

The Contractor will provide transportation to no more than seven/DOR consumers including the driver per occasion.