

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

AGREEMENT NUMBER
27371
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

Ohlone College

2. The term of this

Agreement is: July 1, 2009 through June 30, 2012

3. The maximum amount
of this Agreement is:

\$879,354.00
 Certified Expenditure \$586,236.00

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 4 pages

Exhibit B – Budget Detail and Payment Provisions 3 pages
 Attachment 1, Program Budget and Narrative 16 pages

Exhibit C* – General Terms and Conditions GTC-307 Dated 03/28/07

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 5 pages

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 3 pages

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 <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

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.)

Ohlone College

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Gari Browning, President

ADDRESS

43600 Mission Blvd., Fremont, CA 94539

STATE OF CALIFORNIA

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Douglas J. Sale, 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
COOPERATIVE PROGRAM CONTRACT**

**OHLONE COMMUNITY COLLEGE
WORKABILITY III PROGRAM**

Scope of Work

I. Introduction

The Greater East Bay District of the Department of Rehabilitation (DOR) and the Fremont-Newark Community College District, henceforth known as Ohlone College, shall combine staff and resources to provide vocational rehabilitation services to DOR clients at Ohlone College. The purpose of the WorkAbility III (WAIll) Program at Ohlone College is to provide Employment Services to DOR clients. The specialized services offered by WAIll Program, which are not offered elsewhere on campus, include Employment Preparation, Job Development and Placement, Follow-up and Work Experience. The WAIll will provide bridges to employment of DOR clients by networking with DOR counselors, on-campus employers, public and private employment agencies and employers.

The referrals will come from the Greater East Bay DOR District along with some referrals from the San Francisco District and the San Jose Branch of the DOR San Jose District.

Referrals will be processed by the WAIll Administrative Assistant, who will arrange an intake with the DOR client, and either the WAIll DOR/Liaison Counselor, the WAIll Counselor/Transition Specialist, and/or the WAIll Employment Developer and WAIll Job Placement Specialists (intake meetings may also include the referring DOR counselor). The referring DOR counselor will include a referral form, a copy of the DOR client's Individual Plan for Employment (IPE), and other case documentation necessary for the implementation of the services. During the intake, the DOR client and the WAIll staff will discuss services and goals; complete the School-to-Work Plan (in support of the DOR client's IPE) and implement services.

All services, funded directly or through certified expenditures, provided through this agreement shall only be for DOR applicants/clients.

During the fiscal year 2009-2010, a total of 170 unduplicated DOR clients will receive services through this cooperative program.

As a result of the services provided under this contract, it is expected that DOR will:

- o Open 30 new cases (status 02)
- o Develop 25 new Individual Plans for Employment (IPE)
- o Close 35 cases successfully (status 26)

During the fiscal year 2010-2011, a total of 170 unduplicated DOR clients will receive services through this cooperative program.

As a result of the services provided under this contract, it is expected that DOR will:

- o Open 30 new cases (status 02)
- o Develop 25 new Individual Plan for Employment (IPE)
- o Close 36 cases successfully (status 26)

During the fiscal year 2011-2012, a total of 170 unduplicated DOR clients will receive services through this cooperative program.

As a result of the services provided under this contract, it is expected that DOR will:

- o Open 30 new cases (status 02)
- o Develop 25 new Individual Plan for Employment (IPE)
- o Close 37 cases successfully (status 26)

II. Services To Be Provided

A. Employment Services

1. Description of Services

Employment Preparation

The WAIII Program will provide Employment Preparation Services to DOR clients. These services include a WorkAbility III Intake, Assessment, Transition, Counseling, and Pre-Employment Classes:

WorkAbility III Intake – For DOR clients not ready for immediate employment, the DOR client will meet for an intake with the WAIII DOR/Liaison Counselor or the WA III Counselor/Transition Specialist after the referral from the DOR has been processed. During the intake, the DOR client and the WAIII staff will agree upon a School-to-Work Plan, conforming to the DOR client's IPE. Follow-up appointments between the DOR client and the WAIII staff will be provided for matriculation assistance, academic counseling and a clarification of the employment goals as stated in the DOR client's IPE. The WAIII staff will also provide liaison services with the DOR counselors, the high school, and the District.

WorkAbility III Pre-Employment Classes -- In accordance with the DOR client's School-to-Work Plan, Pre-Employment Classes will be provided to the DOR client, by WA III instructional staff. Pre-Employment Classes may include, but are not limited to, Workplace Communication, Workplace Mathematics, Work Experience, Job Training, and Job Seeking Skills. Pre-Employment Classes are provided in a classroom and within a variety of worksites in the field. Only DOR clients will be in attendance in Pre-Employment Classes.

Description of Classes:

Workplace Communication Class will include training on work-related communication skills, use of communicative assistive technology and knowledge of work behaviors, practices and characteristics.

Workplace Mathematics Class will include training on work-related mathematics issues, including use of calculators, inventory-counting skills, use of time cards, time management and paycheck deductions.

Job Training Class will include training on career awareness, specific vocational skills training, community services education and off-campus job site visits.

Job Seeking Skills Class will provide training in specific techniques for seeking employment, the application and interview process, as well as job retention strategies.

Job Development, Placement and Follow Up

This service will be provided to those DOR clients completing the Employment Preparation Services, or who are referred to the Ohlone WAIII Program for Job Development, Placement and Follow Up Services only.

Job Development, Placement and Follow-up, provided by the WA III Employment Developer and the WAIII Job Placement Specialists will be provided to DOR clients on an individual or a small-group basis, in accordance with the DOR client's IPE. The WA III Interpreter/Job Coach will assist the WA III Employment Developer and the WA III Job Placement Specialists. Services will include:

- Job Club will provide training in specific techniques for seeking employment, the application and interview process, as well as job retention strategies.
- Informational interviews with potential employers.
- Strategies to identify employment opportunities.
- Creation of an Employment Portfolio, including development of a resume, references and letters of recommendation, cover letter, and transcripts.
- Completing applications.
- Interview skills, including appropriate interview dress, ADA issues, development of interview questions, and videotaped interview practice.
- Job retention strategies, including work culture and expectations, communications, evaluations and support services.
- Instruction on using the Computer and the Internet.

Non Supported Employment Job Coaching (on-the-job-supports)

WA III Job Placement Specialists and WA III Interpreter/Job Coach may also provide non-supported employment job coaching. This service provides one-to-one assistance to the student/DOR client to assure improved job performance and job retention.

2. Service Outcomes/Number to be Served

During fiscal year 2009-2010, it is expected that;

- 60 will receive employment preparation services
- 40 will receive job development, placement and follow-up services
- 35 DOR clients placed in employment consistent with IPE
- 35 DOR clients will receive job coaching services
- 35 DOR clients placed in employment will result in a DOR 26 closure

During fiscal year 2010-2011, it is expected that;

- 60 will receive employment preparation services
- 40 will receive job development, placement and follow-up services
- 36 DOR clients placed in employment consistent with IPE
- 36 DOR clients will receive job coaching services
- 36 DOR clients placed in employment will result in a DOR 26 closure

During fiscal year 2011-2012, it is expected that;

- 60 will receive employment preparation services
- 40 will receive job development, placement and follow-up services
- 37 DOR clients placed in employment consistent with IPE
- 37 DOR clients will receive job coaching services
- 37 DOR clients placed in employment will result in a DOR 26 closure

III. Contract Administrator/Program Coordinator

DOR Contract Administrator
Diane Gressani
1485 Enea Ct, Suite 1100
Concord, CA 94520
(925) 602-3991 Phone
(925) 689-1797 Fax
dgressan@dor.ca.gov

Contracting Agency Contract Admin/Prog Coord
Martha Brown
Counseling Division
43600 Mission Blvd.
Fremont, CA 94539
(510) 659-6266 Phone
(510) 659-6034 Fax
mbrown@ohlone.edu

IV. Linkages to Other Community Agencies

The WAIII Program utilizes linkages with other programs, such as the Employment Development Department, the Ohlone College Job Placement office, Toolworks (San Francisco and Oakland), Newark One Stop Center, ACTION Job Developers, East Bay Access and other WorkAbility programs in the San Francisco Bay Area.

V. In-Service Training

In-service cross training in the other agency's mission, services, procedures, and professional approach, as well as other issues will occur by WAIII program staff visiting local DOR offices for staffings, workshops, and for DOR staff by visiting the WAIII program and participating in on-campus programs, such as an annual "DOR-Day."

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
2. It is mutually agreed that if sufficient funds are not made available to the State by the United States Government for the current year and/or any subsequent years covered under this Agreement, 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 provision of this Agreement. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the United States Government or any statute enacted by the United States Government, which may affect the provisions, terms, or funding of this contract in any manner.
3. It is mutually agreed that if the United States Government does not appropriate sufficient funds for the 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. Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
4. There are no oral understandings or agreements that are not incorporated in this contract.
5. Either party has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.
6. Exceeding an approved line items within a budget category is allowed provided the exceeded dollar amount does not affect the scope of work and is necessary for the provision of services to DOR clients. However, a budget revision or budget amendment must be submitted if budget changes shall occur.
7. Expenditures cannot be incurred that will exceed the total budget category amount. To move funds between budget categories requires a budget revision. Changes in budget category amounts shall not result in an increase of the total contract amount. Any alterations or variations to the contract must be contained in a written contract budget revision approved by State's Contract Office and/or written contract amendment, approved by the Department of General Services.
8. The Contractor is responsible for monitoring the percentage of time/number of hours devoted by staff on the contract for overall consistency with the contract terms.
9. Prompt Payment. The State of California is obligated to promptly pay all invoices; however, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the State is required to pay vendors a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The vendor does not have to request the late payment. The State will determine and send any late payment to the vendor.

10. Payment of Expenditures (If applicable)

By signing this contract, Contractor certifies under penalty of perjury that the **Service Budget (DOR 801A)** does not contain line items that are, or will be, during the period covered by this contract, reimbursed/paid by another source of funding.

This is a cost reimbursement contract. State will pay the Contractor as invoiced monthly or quarterly as specified in Exhibit E, for Contractor's actual costs to provide services as identified on the **Service Budget (DOR801A)**. For each fiscal year, total funds to be paid shall not exceed the amount specified in the "Service Budget" for that fiscal year. Unexpended funds for a fiscal year shall not be carried over to another fiscal year.

State will not pay contractor for actual costs until the match has been submitted by the (County), as applicable.

11. Certified Expenditure (If applicable)

Contractor shall certify to the State, on a monthly or quarterly basis as specified in Exhibit E, the actual expenditure of Contractor funds for Contractor's cost of operation in the Cooperative program as set forth in the "Cooperative Agency Certified Expenditure Budget Summary." All such expenditures shall be under the administrative supervision of State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the "Cooperative Agency Certified Expenditure Budget Summary."

The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary.

If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the "**Service Budget**" may be reduced after review by the DOR Contract Administrator. State will not pay the Contractor for actual costs claimed on the DOR801B Service Invoice until the certified expenditure summary for the same period has been submitted.

The Contractor contributions, including any in excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary" will be used by State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

12. Cash Match (If applicable)

Each fiscal year, Contractor will pay to State, no less than quarterly, in advance, upon receipt of an invoice from State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by State from Contractor shall be exclusive funds of State.

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".

13. Indirect Costs (If applicable)

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 Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures.. The allocation of indirect costs cannot be based on an arbitrary fixed rate. Where an estimated percentage rate is used when the contract is written, the actual rate must be used to bill for indirect costs/administrative overhead; however, the actual rate cannot exceed the contracted budget percentage rate. If the actual rate exceeds the budgeted rate, then a budget revision or amendment is required prior to billing the actual rate. Documentation to support the allocation rate/method must be maintained by the Contractor and is subject to review by the Department of Rehabilitation, State Auditors, Federal Department of Education auditors, or their designated representatives.

Ohlone College

Program Budget Summary

Fiscal Year 2009/10

July 1, 2009 - June 30, 2010

		<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)		\$293,118
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$293,118
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		\$195,412
<hr/> TOTAL PROGRAM COST		\$781,648
Cooperative Agency Share (Certified Expenditure)	25.00%	\$195,412
Total DOR Share	75.00%	\$586,236
<hr/> TOTAL BUDGET		\$781,648

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

Ohlone College

Program Budget Summary

Fiscal Year 2010/11

July 1, 2010 - June 30, 2011

		<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)		\$293,118
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$293,118
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		\$195,412
<hr/> TOTAL PROGRAM COST		\$781,648
Cooperative Agency Share (Certified Expenditure)	25.00%	\$195,412
Total DOR Share	75.00%	\$586,236
<hr/> TOTAL BUDGET		\$781,648

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

Ohlone College

Program Budget Summary

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

		<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)		\$293,118
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$293,118
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		\$195,412
<hr/>		
TOTAL PROGRAM COST		\$781,648
Cooperative Agency Share (Certified Expenditure)	25.00%	\$195,412
Total DOR Share	75.00%	\$586,236
<hr/>		
TOTAL BUDGET		\$781,648

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

Ohlone College
DOR Program Budget
Fiscal Year 2009/10
July 1, 2009 - June 30, 2010

1.15

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	1.15	\$126,934
Case Services (Individual Client Expenses)			\$166,184
SUBTOTAL			\$293,118

Case Service Contract/s to:

	\$0
	\$0
	\$0
	\$0
	\$0

TOTAL DOR PROGRAM COST

\$293,118

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

1.15

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	1.15	\$126,934
Case Services (Individual Client Expenses)			\$166,184

SUBTOTAL

\$293,118

Case Service Contract/s to:

	\$0
	\$0
	\$0
	\$0
	\$0

TOTAL DOR PROGRAM COST

\$293,118

Original

Amendment

Revision

Contractor Name and Address:
 Ohlone College
 43600 Mission Blvd.
 Fremont, CA 94539

Contract Number:
 94-2378181

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

Federal ID Number:
 94-2378181

Effective Date:

Effective Date:

Page ___ of

Line No.	Position Title	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL				
2	WA III Counselor/Transition Specialist - 50% FTE @ 30 hrs/wk, 12 mos	\$50,627.00			\$50,627.00
3	WA III Employment Developer - 10% FTE @ 40 hrs/wk, 12 mos	\$89,315.00			\$89,315.00
4	WA III Job Placement Specialist - 100% FTE of 2 FTE @ 40 hrs/wk, 12 mos	\$122,207.00			\$122,207.00
5	WA III Interpreter/Job Coach - Hourly as needed, 12 mos	\$1,500.00			\$1,500.00
6	WA III Administrative Assistant - 50% FTE @ 40 hrs/wk, 12 mos	\$25,800.00			\$25,800.00
7					
8					
9					
10					
11					
12					
13					
14	OPERATING				
15	Travel/Mileage	\$289,449.00			\$289,449.00
16	Training	\$1,979.00			\$1,979.00
17		\$1,690.00			\$1,690.00
18					
19					
20					
21					
22					
23	Subtotal	\$3,669.00			\$3,669.00
24	Subtotal Personnel & Operating Costs:	\$293,118.00			\$293,118.00
25	INDIRECT COST				
	TOTALS	\$293,118			\$293,118

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

Original
 Amendment
 Revision

Contractor Name and Address:
 Ohlone College
 43600 Mission Blvd.
 Fremont, CA 94539

Federal ID Number:
 94-2378181

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

Effective Date:
 Effective Date:

Line No.	Position Title	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
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13	Subtotal	\$289,449.00			\$289,449.00
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25	INDIRECT COST				
TOTALS		\$293,118			\$293,118

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

Service Budget Narrative

Personnel

Traditional Education Duties:

DSPS Counselor - The DSPS Counselor provides educational, personal, and vocational counseling to Ohlone students.

Contract Duties:

WAIII Counselor/Transition Specialist - The WA III Counselor/Transition Specialist will provide Employment Preparation Services within the description of the contract services. The duties include:

- Conducting intake interviews with referred DOR clients to assess job readiness and pre-employment needs
- Coordinating DOR client programming in WA III with the DOR client's high school, DOR Counselor and WA III staff
- Collaborating with WA III Employment Services staff to plan for individualized job placement according to the DOR client's IPE
- Conducting pre-employment skill classes
- Vocational consultant to WA III staff for DOR clients

Traditional Education Duties:

There are no traditional educational duties associated with this position.

WA III Employment Developer - The WA III Employment Developer will provide Employment Services within the description of the contract services. The duties include:

- Arranging for and conducting Job Club in partnership with the Ohlone Newark One Stop Career Center
- Developing interagency cooperative work contracts between DOR clients and local area businesses
- Providing educational workshops to career-related organizations and employers
- Coordinating DOR client placements with WA III staff and DOR counselors
- Maintaining monthly verbal and/or written contact with referring DOR counselors
- Providing technical and functional direction between DOR clients and private employers

Traditional Education Duties:

There are no traditional educational duties associated with this position.

WA III Job Placement Specialist(s) – The WA III Job Placement Specialists will provide Employment Services within the description of the contract services. The duties include:

- Assisting DOR clients in their participation in the Job Club activities at the Ohlone Newark One Stop Career Center
- Providing Job Placement services to job-ready DOR clients, with follow up job coaching services to ensure job retention

- Providing individual job search assistance to DOR clients, including resume updating, application and interview practice, use of special adaptive devices for employment
- Maintaining contact and participation in community career-related job placement organizations
- Providing disability related educational workshops to employment related organizations and employers
- Maintaining monthly contact with DOR counselors

Traditional Education Duties:

Instructional Aide/ ASL Interpreter

Hourly paid interpreters work in classrooms to provide American Sign Language hourly paid interpreting services in classrooms to Deaf and Hard of Hearing students enrolled in college classes.

WA III Interpreter/Job Coach – Hourly - The WA III Interpreter/Job Coach will provide non-student DOR clients with interpreting services and support on or off the job, in activities that are Employment Service related and needed to promote participation in job seeking, job adjustment and job retention. The duties include:

- Serving as interpreter to deaf and hard of hearing, non-student DOR clients in Job Club, during interviews, training, and other employment related situations as determined by the Employment Developer and the Job Placement Specialists
- May provide non-supported employment job coaching services for job retention.

Traditional Education Duties:

Ohlone Administrative Assistant - provides administrative support to students utilizing the College Student Success Center for career exploration and job seeking.

WA III Administrative Assistant –The WA III Administrative Assistant will be responsible for assisting with the administration of the program. The duties include:

- Completing the DOR 801B Service Invoices in a timely fashion
- Collecting monthly timesheets from program staff
- Coordinating referrals from local DOR offices and providing follow up to DOR counselors
- Processing program and financial reports, DOR correspondence, and DOR client reports
- Developing and maintaining client files and reports

Operating Expenses

Travel/Mileage-Per diem and transportation cost for WAIII staff to travel to contract related training and meetings. Mileage expenses for WAIII program staff for the delivery of contract services. Reimbursements will be at rates per Exhibit D (3).

Training - Training costs for WAIII staff to attend contract service related training. All training must have prior approval from the DOR Contract Administrator and not to exceed \$500 per FTE.

**OHLONE COLLEGE WORKABILITY III
CERTIFIED EXPENDITURE BUDGET NARRATIVE**

**Former/Concurrent Cooperative
Agency Functions**

**Division Dean, Ohlone College
Counseling Division**

Manage Counseling Division.

Cooperative Program Functions

**WorkAbility III
Administrator/Coordinator**

Provide overall administration of Cooperative Contract. Monitor workload and progress of WA III Counselor/Transition Specialist, WA III Instructor and WA III DOR/Liaison Counselor on work time issues, pre-employment class curricula, efficient flow of services, referrals, and overall contract performance. Maintain contact with DOR Contract Administrator/Rehabilitation Specialist to ensure proper and appropriate adherence to contract. Supervise WA III Counselor/Transition Specialist, WA III Instructor, WA III Employment Developer, WA III Job Placement Specialists and WA III Interpreter/Job Coach. Monitor WA III monthly progress and financial reports. Supervise WA III Administrative Assistant regarding work assignments, maintenance of client files, and communication with DOR. Conduct WorkAbility III staff meetings. Serve as consultant to all WA III Staff regarding program. Meet with DOR Rehabilitation Supervisor of Fremont Branch office to report on service flow, program issues, and program progress.

Counselor for Deaf Students

Provide counseling for deaf students.

**WorkAbility III DOR/Liaison
Counselor**

Handle all referrals of DOR clients to WA III programs. Conduct intake on WA III referrals. Facilitate DOR clients' participation in WA III programs. Provide communication access to service components to DOR clients who are Deaf/Blind. Consult with WorkAbility III Administrator/Coordinator on DOR client's placement in WA III programs. Consult with WA III Employment Developer, WA III Job Placement Specialists and local DOR counselors regarding work experience assignments. Serve as liaison between WA III program and local and state DOR offices. Teach WA III classes as well as provide individualized instruction to DOR clients.

**Adjunct Counselor,
Disabled Students**

Counsel Students with disabilities

WA III Pre-Employment Counselor

Provides personal skills support as necessary to assist DOR clients in employment.

Instructor, Deaf Studies

Teach classes in Deaf Studies program.

WorkAbility III Instructor

Teach WA III classes.

Indirect Costs

Indirect Costs of the Educational Agency Cooperative Program are those costs that have been calculated and approved by the Chancellor's Office of the California Community Colleges in accordance with the requirements of OMB Circular A-133. These costs have been applied against the salaries and wages of the certified time staff.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **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.

2. **Contract Manual**

Contractor acknowledges that it was provided with and is familiar with the provisions of the Department of Rehabilitation's Contract Manual for Case Services and/or Cooperative Program contracts (DOR Contract Manual) for the Fiscal Year(s) covered under this contract, and it specifically agrees that it will comply with all applicable provisions of the Contract Manual. Contractors are expected to refer to and comply with the DOR Contract Manual. This manual is referenced in the contract and, as such, is a contract document. Match requirements are applicable to Cooperative Programs only.

3. **Settlement of Disputes**

Any dispute concerning performance under the terms of this agreement which is not disposed of within a reasonable period of time by the Contractor and State shall be brought to the attention the local Department of Rehabilitation District Administrator and a designated representative of the contractor for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the State representative shall be available to assist in the resolution by providing advice to both parties as to State of California policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction in the State of California.

4. **Rehabilitation Act**

By signing this contract, Contractor certifies that it shall comply with all provisions of the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.) and applicable federal and state regulations.

Notwithstanding provisions to the contrary, State shall supervise provision of vocational rehabilitation services authorized by the Rehabilitation Act of 1973, as amended, and the State Plan for Vocational Rehabilitation Services.

Client eligibility and scope of services to be provided under the terms of this contract shall be determined by State in accordance with all applicable laws and regulations. Program expenditures and staff providing services under the cooperative arrangement are under the administrative supervision of State.

State shall assign to serve as program staff, State employed vocational rehabilitation case carrying staff, and other personnel required to discharge its functions under the terms of this contract, the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.), and the State Plan for Vocational Rehabilitation Services. This shall include all administrative,

supervisory, technical, and consultative services necessary to fulfill State's responsibilities under the terms of this contract.

5. Travel

The Contractor agrees that all travel and per diem paid its employees under this contract shall be at "**actual costs**" and subject to the Department of Personnel Administration designated rates not to exceed those amounts paid to the State's excluded employees. No expense for travel outside of the State of California shall be reimbursed.

6. Personnel Standards

Contractor shall maintain personnel standards in accordance with the Code of Federal Regulations, 34 CFR 361.51(b).

7. Confidentiality

Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by DOR. Any information obtained by Contractor in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.

Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this contract, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)

Contractor agrees to report any security breach or incident involving DOR consumers' personal information to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at isoinfo@dor.ca.gov.

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

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

Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this contract. Contractor agrees to obtain and maintain acknowledgements from all individuals to

evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Requirements" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:

<http://www.dor.ca.gov/eps/servpro.htm>

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

8. Accounting and Records Retention

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

- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
- Records that identify adequately the source and application of funds for federally sponsored activities.
- Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
- Accounting records including cost accounting records that are supported by source documentation.

Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable Office of Management and Budget Circulars.

Contractor shall provide State's staff access to all Contractor's records and evaluations of individuals referred to the program, with the written consent of the individual.

Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract or until completion of the action and 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.

9. Audits Requirements

State shall have the right to conduct inspections and/or audits of Contractor to determine whether expenditures by Contractor were made in compliance with this contract, the Department of Rehabilitation's Contract Manual for the fiscal year(s) covered under this contract and other applicable federal or state statutes and regulations. Contractor agrees that Department of Rehabilitation, State Controller's Office, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to

review, obtain, and copy all records pertaining to performance of the contract or relevant to determining whether expenditures by Contractor were made in accordance with the contract and applicable laws and regulations. Contractor agrees to provide such auditors with any relevant information requested and shall permit the auditors access to its premises during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to the audit or investigation.

Non-federal entities receiving financial assistance of \$500,000 or more in Federal funds from all sources, either directly from a Federal awarding agency or indirectly from a pass-through entity, are required to have a single or program-specific audit conducted in accordance with Office of Management and Budget (OMB) A-133, **Audits of States, Local Governments, and Non-Profit Organizations**. Non-federal entities that spend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in OMB A-133. Entities required to have an audit under OMB A-133 must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards developed by the Comptroller General, and the OMB Compliance Supplement. Audit reports and any resulting management letters must be submitted within the earlier of 30 days after receipt of the auditor's report, or nine months after the end of the audit period. The reports required by OMB A-133 must be submitted to:

Department of Rehabilitation
Audit Services
721 Capitol Mall, 3rd Floor
Sacramento, CA 95814

Contractor must include in the contract with its independent auditor that the State Department of Rehabilitation, State Controller's Office, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives have the right to inspect and review the independent auditor's workpapers regardless of the type of financial audit performed (financial statement, OMB A-133) upon notice by the Contractor, or upon notice by appropriate State and Federal representatives.

10. **Principles and Standards for Determining Allowable Costs, including Requirements for Documenting Personnel Activity Chargeable to the Contract**

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

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

Further, documenting and supporting the distribution of personnel activity to the contract is critical. The Contractor agrees to comply with the OMB Circular applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

The Federal Office of Management and Budget (OMB) has established cost principles for determining allowable costs chargeable to Federal awards. The applicable Federal and State laws and regulations, including OMB Circulars, take precedence, **except where the contract is more restrictive.**

The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following:

- 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
- 34 CFR 361 – The State Vocational Rehabilitation Services Program
- OMB A-21 – Cost Principles for Educational Institutions
- OMB A-87 – Cost Principles for State, Local, and Indian Tribal Governments
- OMB A-122 - Cost Principles for Non-Profit Organizations
- OMB A-133 – Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above are available for download and review on the Internet at www.whitehouse.gov/omb/circulars.

A copy of Title 34 CFRs are available at <http://www.gpoaccess.gov/cfr/index.html>

11. Pattern of Service (Cooperative Agreements Only)

As required by Federal regulations (34 CFR 361.28), the services provided by the Contractor under this contract cannot be the customary or typical services, but rather the services must have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.

12. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing this contract, agrees to comply with applicable federal suspension and debarment regulations. The contractor certifies that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

13. Procurement Rules

Unless otherwise stipulated in writing by DOR, prior written authorization from the DOR Contract Administrator will be required before the Contractor will be reimbursed for any purchase/service order of \$2,500 or more for any articles, supplies, or services. The Contractor is required to provide all particulars necessary for evaluation of the "necessity or desirability " of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted or adequate justification provide for the absence of bidding. (See SCM 3.17.2 D)

EXHIBIT E – ADDITIONAL PROVISIONS

I. CONTRACT MONITORING AND REPORTING

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

- Submitting 801B and certified time invoices on a quarterly basis.
- Reviewing time reporting forms which are completed by certified time staff on a monthly basis.
- Ensuring Personnel Activity Reports or time reporting documents are maintained by Contract staff and reflect accurate reporting.
- Submitting Personnel Activity Reports or time reporting documents as requested by DOR Contract Administrator.
- Including a monthly cover letter outlining contract progress and outcomes with regard to contract objectives.
- Meeting with DOR Contract Administrator and program staff to discuss contract progress at least quarterly.
- Utilizing the Contractor Self Assessment tool on an annual basis to ensure contract compliance.
- Preparing and submitting DOR client monthly progress reports to the assigned vocational rehabilitation counselor. Progress reports should include DOR client's name and other necessary or required information.

II. Transportation

Transportation of DOR clients shall be provided by Fremont-Newark Community College District vehicles on an occasional basis.

EXHIBIT E ADDITIONAL PROVISIONS

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

- Maintain documentation on all contract activities, including the performance of the contract services, invoice reviews and approvals, monitoring activities, and other contract administration activities.
- Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract, and that the Contractor prepares and maintains adequate documentation to support the services provided.
- Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the contract period are based on actual allowable costs, and that the invoices are current, correct, and timely.
- Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.
- Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice.
- Ensure there are sufficient funds to pay for all services rendered as required by the contract.
- Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this contract. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Contracts only)
- Identify low usage levels and consider partial disencumbrance of contract funds.
- Periodically review personnel activity reports for staff funded by the contract to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB circular.
- Verify that all contract staff are providing services in accordance to their duties specified in the contract, including ensuring that:
 1. Personnel duty statements or a copy of the Contract Budget Narrative/Contract Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the contract.
 2. Verify that job duties, as provided by the contract staff, match contract duty statements and service descriptions.
- Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
- Verify that the contract staffs provide services only to authorized DOR clients. (Case Service Contracts only)
- Review the CAS 170AA report. (Case Service Contracts only)

EXHIBIT E ADDITIONAL PROVISIONS

Insurance Requirements

Contractor shall furnish to the State evidence of insurance issued by an insurance company acceptable to Department of General Services, Office of Insurance and Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS.

The Certificate of Insurance must include:

- A. Commercial General Liability, 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.
- B. Automobile Liability must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the contract for a minimum of \$1,000,000 combined single limit.

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.

Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

In the event said insurance coverage expires at any time or times during the time of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less that the remainder of the term of the contract, or for a period of not less that one year. New certificates of insurance are subject to the approval of DGS, and the contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

- C. Additional Provisions below must be listed on the insurance certificate prior to award of the contract or the contract will not be awarded.
 - 1) The insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and
 - 2) The State of California, its officers, agents, employees, and servants as additional insured, but only with respect to work performed for the State of California under this agreement.