

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

AGREEMENT NUMBER
27727
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

Chabot-Las Positas Community College District

2. The term of this

Agreement is: July 1, 2010 through June 30, 2013

3. The maximum amount of this Agreement is: \$323,064.00
 Certified Expenditure \$170,412.00

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	4 pages
Attachment 1, Program Budget and Narrative	18 pages
Exhibit C* - General Terms and Conditions	GTC-307 Dated 03/28/07
Exhibit D - Special Terms and Conditions	5 pages
Exhibit E - Additional Provisions - Subvention Agreements	2 pages
Exhibit F - Cooperative/Case Services Agreements	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.)

Chabot-Las Positas Community College District

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

Lorenzo Legaspi, CIPCCD Vice Chancellor

ADDRESS

5020 Franklin Drive, Pleasanton, CA 95688

STATE OF CALIFORNIA

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Thomas Dempsey, Chief, Contracts & Procurement Section

ADDRESS

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

California Department of General Services Use Only

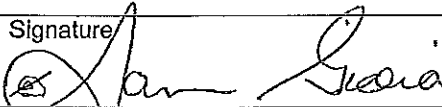
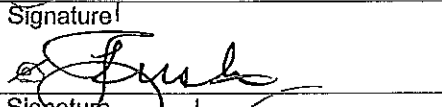
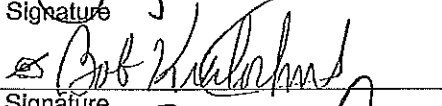
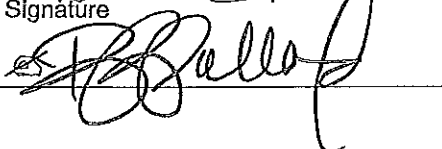
Exempt per:

STATE OF CALIFORNIA
GRANT/CONTRACT SIGNATURE AUTHORIZATION
 DR 325 (Rev. 12/98) Computer Generated


DEPARTMENT OF REHABILITATION

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) Las Positas College DSPS 3000 Campus Hill Drive Livermore CA 94551-7623
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature 	Name (Please Type or Print) Dr. James Gioia	Title (Please Type or Print) DSPS Coord/Counselor
Signature 	Name (Please Type or Print) Dr. Pamela Luster	Title (Please Type or Print) Vice President, Student Svcs
Signature 	Name (Please Type or Print) Bob Kratochvil	Title (Please Type or Print) Vice President, Admin Svcs
Signature 	Name (Please Type or Print) Dr. DeRionne Pollard	Title (Please Type or Print) President

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

Authorized Signature per Board Resolution 	Name (Please Type or Print) Lorenzo Legaspi, Vice Chancellor	Date Signed
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**EXHIBIT A
COOPERATIVE CONTRACT
LAS POSITAS COMMUNITY COLLEGE
WORKABILITY III PROGRAM**

Scope of Work

I. Introduction

The Greater East Bay District of the Department of Rehabilitation (DOR) and the Chabot-Las Positas Community College District, henceforth known as Las Positas College, shall combine staff and resources to provide vocational rehabilitation services to DOR clients at Las Positas College. The purpose of the WorkAbility III (WAIll) Program at Las Positas College is to provide Employment Services to DOR clients. The specialized services offered by WAIll Program, which are not offered elsewhere on campus, include WorkAbility III Intake and vocational counseling provided by DOR SVRC ; Pre-Employment Classes, Employment Preparation, Job Development, and Job Placement. 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 administration, budgeting, and supervision of the Contract will be provided by the WAIll Coordinator, who is a certified time staff.

The Greater East Bay District will utilize the WAIll program at Las Positas College. Referrals from the San Jose District and the San Francisco District may also be received.

Referrals will be processed by the WAIll Employment Developer, who will arrange an intake with the DOR client and the WAIll DOR/Liaison Counselor (intake 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 WAIll DOR/Liaison Counselor 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.

For fiscal year 2010/11 a total of 50 unduplicated DOR clients will be served under the terms of this contract.

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

- Open 25 new cases (status 02)
- Develop 15 new individual Plan for Employment (IPE)
- Close 10 cases successfully (status 26)

For fiscal year 2011/12, a total of 50 unduplicated DOR clients will be served under the terms of this contract.

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

- Open 25 new cases (status 02)
- Develop 15 new individual Plan for Employment (IPE)
- Close 10 cases successfully (status 26)

For fiscal year 2012/13, a total of 50 unduplicated DOR clients will be served under the terms of this contract.

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

- Open 25 new cases (status 02)
- Develop 15 new individual Plan for Employment (IPE)
- Close 10 cases successfully (status 26)

II. Services To Be Provided

A. Employment Services

1. Description Of Services

Employment Preparation

The WAIII program will provide Employment Services to DOR clients. These Employment Services include a WorkAbility III Intake and Pre-Employment Classes:

WorkAbility III Intake – After receiving a referral form and copy of the IPE form, DOR and the client will meet for an intake with the WAIII DOR/Liaison Counselor. During the intake, a School-to-Work Plan, conforming to the DOR client's IPE, will be agreed upon by the DOR client and the WAIII DOR/Liaison Counselor. Follow-up appointments between the DOR client and the WAIII DOR/Liaison Counselor will be provided for matriculation assistance, and a clarification of the employment goals as stated in the DOR client's IPE. The WAIII DOR/Liaison Counselor will also provide liaison services with the DOR counselors and the District.

WorkAbility III Pre-Employment Classes – In accordance to the DOR client's School-to-Work Plan, Pre-Employment Classes will be provided to the DOR client, by the WorkAbility III Vocational Education Instructor and the WorkAbility III Employment Developer. Pre-Employment Classes may include, but are not limited to, Workplace Communication, Career Math, and Career Exploration. Pre-Employment Classes are provided in a classroom and on a variety of worksites in the field. Only DOR clients will be in attendance to Pre-Employment Classes.

- Description of Classes

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

Career Math Class, taught by the assigned WAIII staff, will include training on work-related mathematics issues, including use of calculators, inventory-counting skills, use of time cards, time management and paycheck deductions.

Career Exploration Class, taught by the assigned WAIII staff, will include training on career awareness, specific vocational skills training, community services education and off-campus job site visits.

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

Class instruction includes:

- 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.
- Practice filling out 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.

- Job Development, Placement and Follow-up

Provided by the WAIII Employment Developer to DOR clients on an individual or a small-group basis, in accordance with the DOR client's IPE. Services will include identification of potential employers, assistance with the application and hiring process, and provision of follow-up services to assist with workplace accommodations and ensure job retention.

2. Service Outcomes/Number to be Served

During fiscal year 2010/11, it is expected that:

- 25 DOR clients shall receive employment preparation services.
- 15 DOR clients will receive job development, placement and follow up services
- 15 DOR clients placed in employment consistent with the IPE.
- 10 DOR clients placed in employment will result in a 26 closure.

During fiscal year 2011/12, it is expected that:

- 25 DOR clients shall receive employment preparation services.
- 15 DOR clients will receive job development, placement and follow up services
- 15 DOR clients placed in employment consistent with the IPE.
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During fiscal year 2012/13, it is expected that:

- 25 DOR clients shall receive employment preparation services.
- 15 DOR clients will receive job development, placement and follow up services
- 15 DOR clients placed in employment consistent with the IPE.
- 10 DOR clients placed in employment will result in a 26 closure.

B. III. Contract Administrator/Program Coordinator

Department of Rehabilitation
Diane Gréssani
1485 Enea Court, Ste 1100
Concord, CA 94520
(925) 602-3991 Phone
(925) 689-1797 Fax
dgressan@dor.ca.gov

Las Positas College
Jim Gioia
3033 Collier Canyon Road
Livermore, CA 94551
(925) 424-1508
(925) 449-6038 Fax
jgioia@laspositascollege.edu

IV. Linkages to Other Community Agencies

The WorkAbility III Coordinator in collaboration with the DOR Counselor and DOR Contract Administrator will make referrals to the appropriate community agencies, such as Employment Development Department, Alameda County Behavioral Health Services, Regional Center of the East Bay, California Community Colleges, Social Security Administration, Department of Motor Vehicles, Tri Valley Regional Opportunity Program, Tri Valley One Stop Career Center and Community Resources for Independent Living.

V. In Service Training

Las Positas Community College Workability III staff and DOR staff through joint unit meetings and additional training, twice a year or as needed, will be crossed trained in the agencies mission services procedures professional approach and additional skill areas as identified.

EXHIBIT B
(Standard Agreement-Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. This is a cost reimbursement agreement. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget narrative and budget cost proposal as specified in the Service Budget (DOR 801A), which is attached hereto and made a part of this Agreement.
- B. For travel reimbursements (if applicable), upon request from the DOR, Contractor to provide purpose, destinations, dates of travel, proof of actual receipts and payments for travel costs, i.e., lodging/mileage, and per diem costs in support of travel expenditures submitted of costs proposed.
- C. Invoice(s) shall include the Agreement Number, CFDA Reference # and CFDA Title, as listed on the STD 213, and shall be submitted in duplicate not more frequently than monthly in arrears to DOR Contract Administrator or designee (listed on Exhibit A, III).
- D. A claim adjustment on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget (DOR 801A) with a maximum not to exceed \$100,000 for all budget years, as long as there is neither an increase nor decrease of the total annual contract Service Budget (DOR 801A). A formal amendment is required if it does not meet the above criteria.
- E. Staff line item salary ranges and percentage of time are projected and are subject to change based on actual costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item D above.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Department of Rehabilitation, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

For Federally Funded Agreements:

C. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

D. This contract is valid and enforceable only if sufficient funds are made available to the State by the United State Government for the current fiscal year and/or any applicable subsequent fiscal years covered for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

E. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

3. **PROMPT PAYMENT CLAUSE**

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

4. **PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE CONTRACT**

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

The allowable cost must: 1) be generally recognized and necessary for the operation of the Contractor's organization; 2) be reasonable for the performance of the contract, including acceptable sound business practices; 3) be subject to the terms and conditions of the contract and approved DOR budgeted line items; 4) not be used for general expenses required to carry out other responsibilities of the Contractor, and 5) be properly supported.

Documenting and supporting the distribution of personnel activity to the contract is also required. The Contractor agrees to comply with the 2 CFR Part, 220, 225, 230 (Office of Management and Budget Circulars (OMBs) – Cost Principles as applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

5. ACCOUNTING SYSTEM REQUIREMENTS

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

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

Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable 34 Part 74 or 80 Uniform Administrative Requirements and the related 2 CFR Part, 220, 225, 230 (OMB's).

6. CERTIFIED EXPENDITURE

Contractor shall certify to the State, on a monthly or quarterly basis as specified in Exhibit F, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations and OMB circulars. All such expenditures shall be under the administrative supervision of State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.

The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget (DOR 801A) may be reduced after review by the DOR Contract Administrator. State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.

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

7. PAYMENT OF EXPENDITURES

This is a cost reimbursement contract. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor as stated in Exhibit B, Invoicing and Payment 1.A.

Budget must not contain line items that are, or will be, during the period covered by this contract reimbursed/paid by another source of funding. Unexpended funds for a fiscal year shall not be carried over to another fiscal year.

Contract expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA #84.126A prepared for the OMB A-133 Single Audit.

Program Budget Summary

Fiscal Year 2010/11

July 1, 2010 - June 30, 2011

TOTALS

DOR PROGRAM COSTS
(From DOR Program Budget)

\$49,669

TOTAL PAYMENT BY DOR TO CA
(From Service Budget)

\$107,688

TOTAL COOPERATIVE AGENCY EXPENDITURES
(From Cooperative Agency Certified Expenditure Budget)

\$56,804

TOTAL PROGRAM COST

\$214,161

Cooperative Agency Share
(Certified Expenditure)

26.52%

\$56,804

Total DOR Share

73.48%

\$157,357

TOTAL BUDGET

\$214,161

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.

Program Budget Summary

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

		<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)		\$49,669
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$107,688
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		\$56,804
TOTAL PROGRAM COST		\$214,161
Cooperative Agency Share (Certified Expenditure)	26.52%	\$56,804
Total DOR Share	73.48%	\$157,357
TOTAL BUDGET		\$214,161

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.

Program Budget Summary

Fiscal Year 2012/13

July 1, 2012 - June 30, 2013

TOTALS

DOR PROGRAM COSTS
(From DOR Program Budget)

\$49,669

TOTAL PAYMENT BY DOR TO CA
(From Service Budget)

\$107,688

TOTAL COOPERATIVE AGENCY EXPENDITURES
(From Cooperative Agency Certified Expenditure Budget)

\$56,804

TOTAL PROGRAM COST		\$214,161
Cooperative Agency Share (Certified Expenditure)	26.52%	\$56,804
Total DOR Share	73.48%	\$157,357
TOTAL BUDGET		\$214,161

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.

Las Positas College

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

0.35

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	0.35	\$38,632
Case Services (Individual Client Expenses)			\$11,037
SUBTOTAL			\$49,669

Case Service Contract/s to:

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

TOTAL DOR PROGRAM COST

\$49,669

Las Positas College

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

0.35

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Case Services (Individual Client Expenses)			\$11,037

SUBTOTAL

\$49,669

Case Service Contract/s to:

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

TOTAL DOR PROGRAM COST

\$49,669

Las Positas College

DOR Program Budget

Fiscal Year 2012/13

July 1, 2012 - June 30, 2013

0.35

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
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Case Services (Individual Client Expenses)			\$11,037

SUBTOTAL

\$49,669

Case Service Contract/s to:

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

TOTAL DOR PROGRAM COST

\$49,669

Original

Amendment

Revision

Contractor Name and Address:
 Chabot - Las Positas Community College District
 5020 Franklin Drive
 Pleasanton, Ca 94588

Page ___ of

Federal ID Number:
 94-1670563

Effective Date:

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

Effective Date:

Line No.	Position Title	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL				
2	Workability III Employment Developer (100% of 1 FTE, 40 hrs/wk, 12 m	\$94,472.00			\$94,472.00
4	Workability III Admin Asst - 100% of 1 FTE = 192 hrs, \$22/hr, 12 mos	\$4,416.00			\$4,416.00
5					
6					
7					
8					
9					
10					
11					
12					
13	Subtotal	\$98,888.00			\$98,888.00
14	OPERATING				
15	Office Materials/Supplies	\$6,000.00			\$6,000.00
16	Travel/Mileage	\$2,500.00			\$2,500.00
17	Training	\$300.00			\$300.00
18					
19					
20					
21					
22					
23	Subtotal	\$8,800.00			\$8,800.00
24	Subtotal Personnel & Operating Costs:	\$107,688.00			\$107,688.00
25	INDIRECT COST				
	TOTALS	\$107,688			\$107,688

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

Line No.	Position Title	Contract Number:	Federal ID Number:	Page ___ of
		Budget Period:	Effective Date:	
		Amount Budgeted	Budget Change	TOTAL BUDGET
1	PERSONNEL			
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	TOTALS	\$107,688		\$107,688

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Original

Amendment

Revision

Contractor Name and Address: Chabot - Las Positas Community College District 5020 Franklin Drive Pleasanton, Ca 94588		Contract Number: 94-1670563	Federal ID Number: 94-1670563	Page ___ of
Line No.	Position Title	Budget Period: 7/1/12-6/30/13	Effective Date:	Effective Date:
1	PERSONNEL	Amount Budgeted	Budget Change	TOTAL BUDGET
2	Workability III Employment Developer (100% of 1 FTE; 40 hrs/wk; 12 mos)	\$94,472.00		\$94,472.00
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	TOTALS	\$107,688		\$107,688

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LAS POSITAS COLLEGE SERVICE BUDGET NARRATIVE

Workability III Employment Developer

Under the supervision of the WorkAbility III Administrator, the WorkAbility III Employment Developer is responsible to hire, train and supervise DOR clients, to develop work experiences, internships and cooperative work programs for DOR clients and to act as a liaison with employers at job sites, assign work, determine work schedules, provide productivity analysis, provide employment job retention services to DOR Clients.

Cooperative program Duties and Responsibilities:

- Provide job preparation training to DOR clients in the field and at the Fremont, Pleasant Hill, Oakland, and Hayward DOR branch offices.
- Develop interagency cooperative work contracts between WAIII/DOR clients and local area businesses.
- Coordinate DOR client placements with WAIII staff and DOR counselors. Coordinate referrals from local DOR offices and provide follow-up to DOR counselors.
- Maintain monthly verbal and/or written contact with referring DOR counselors.
- Provide technical and functional direction between DOR clients and private employers by completing individual task analysis and training.
- Train DOR clients on the job in employee protocol, teamwork, productivity and quality work performance.
- Assist DOR clients with transitions into full-time employment including help with independent living skills as related to successful job retention.
- Interface with the vocational work experience programs at Las Positas College to ensure DOR client participation in these opportunities.

Traditional Educational Duties: This position was created to provide services to the WAIII contract solely. There are no duties outside of this contract.

WorkAbility III Administrative Assistant

Under the supervision of the WorkAbility III Administrator, the WAIII Administrative Assistant is responsible for assisting with the administration of the WorkAbility III program. Some evening and weekend work may be required.

Cooperative Program Duties and Responsibilities:

- Complete Monthly Service Invoices (DOR 801B) and accompanying cover letter.
- Collect monthly timesheets from contract staff.
- Process WAIII programmatic and financial reports, DOR correspondence and DOR client reports.
- Develop and maintain DOR client files and reports.
- Prepare WAIII contract amendments and/or revisions as needed
- Track Personnel and Operating costs for Budget reporting.

Traditional Educational Duties: This position was created to provide services to the WAIII contract solely. There are no duties outside of this contract.

OPERATING COSTS

Office Materials/Supplies: Office supplies/materials to develop and maintain training and job development for DOR clients of the Workability III contract. Consumable office supplies/materials to be used during the contract period. Office materials/supplies may include, but are not limited to pens, pencils, paper, file folders, markers, notepads, calendars, computer hardware and printer/copier.

HP Notebook Laptop (2)	\$2286.00 (\$1143 each)
Tax and ewaste fee:	<u>254.88</u>
Total	\$2540.88

HP Convertible Mini-Tower computer with Monitor:	\$828.00
Tax and ewaste fee:	<u>\$96.73</u>
Total:	\$924.73

HP Officejet Printer/Copier/Scanner:	\$246.00
Tax @ 9.75%:	<u>23.98</u>
Total	\$269.98

Travel/Mileage: Mileage accrued to perform job development and placement activities for Workability III DOR clients. Reimbursement rates per Exhibit D (6).

Training: Training necessary to develop and maintain the Workability III staff in their development for services as it relates to the WorkAbility III contract. All training has to be pre-approved by the DOR Contract Administrator.

CERTIFIED EXPENDITURE BUDGET NARRATIVE

Federal matching purposes (see Cooperative Agency Certified Time Budget Summary). This role will involve the provision of specific DOR services, which are other than the traditional personnel roles/services of the Cooperative Agency. In order to identify the difference in function between their Cooperative Agency role and their DOR role, the following comparisons are made between their traditional and new duties (which constitute a "new pattern of service").

<p>Vice President, Student Services Las Positas College</p> <p>Responsible for the overall design, organization, delivery, supervision, evaluation and fiscal management of a comprehensive student services program including admissions and records, counseling and advisement, matriculation, financial aid, veterans' affairs, assessment, transfer center, career and employment services center, health services, Extended Opportunity Programs and Services (EOPS), Disabled Student Programs and Services (DSPS), CalWORKs, job placement, course and program articulation, student outreach and recruitment, international student services, student discipline; student grievances, student scholarships, and student government and activities.</p>	<p>WorkAbility III Director</p> <p>Provides overall administration of Cooperative Contract, Monitor work load and progress of WorkAbility III Coordinator, and DOR/Liaison Counselor on work time issues, pre-employment class curricula, efficient flow of services, referrals, and overall contract performance. Ensure proper and appropriate adherence to contract. Meet with DOR clients to evaluate DOR client program satisfaction. Supervise WA III Employment Developer, and WA III/DOR Liaison Counselor.</p>
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Coordinator, Disabled Students Programs and Services, DSPS Counselor

Coordinate and support Las Positas College Disabled Students Programs and Services(DSP&S).

Provide counseling for DSPS students with disabilities.

WorkAbility III Coordinator

Monitor WorkAbility III monthly progress and financial reports. Supervise WorkAbility III Administrative Assistant regarding work assignments, maintenance of DOR client files, and communication with DOR. Conduct WorkAbility III staff meetings. Conduct WAIII Pre-employment classes. Serve as consultant to all WorkAbility III Staff. Meet with DOR Rehabilitation Supervisor of DOR Fremont Branch and DOR Contract Administrator to report on service flow, program issues, and program progress. Report to WorkAbility III Director on program status and efficiency of delivery of service to DOR clients. Perform program planning. Attend to contract issues as assigned by WorkAbility III Director.

<p>Counselor</p> <p>Provide counseling for DSPS students with disabilities:</p>	<p>WorkAbility III DOR/Liaison Counselor</p> <p>Handle all referrals of DOR clients to WorkAbility III programs. Conduct intake of WorkAbility III referrals. Facilitate DOR clients' participation in WorkAbility III programs. Provide communication access to service components to DOR clients who are Deaf/Blind. Consult with WorkAbility III Coordinator on DOR client's placement in WorkAbility III programs. Consult with WAIII Employment Developer, WA III Job Coach, and local DOR counselors regarding work experience assignments. Serve as liaison between WAIII program and local and state DOR offices. Teach WAIII classes as well as provide individualized instruction to DOR clients.</p>
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Indirect Cost/Administrative Overhead - This rate is based on a percentage of total expenditures charged for services performed (administrative, payroll, personnel, billing) and is calculated by the Chabot - Las Positas Community College District.

EXHIBIT D
(Standard Agreement-Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION

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

2. SETTLEMENT OF DISPUTES

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with the DOR within ten (10) days of discovery of the problem. Within ten (10) days of receipt of Notice of Dispute, the DOR Contract Administrator shall meet with the Contractor for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and DOR Contract Administrator shall be brought to the attention of the DOR Contract Officer for resolution. The decision of the DOR Contract Officer shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement, which is not affected by the dispute.

3. CONTRACT AMENDMENT

This agreement shall allow amendments should either party, during the term of the agreement, desire a change or amendment to the terms of this agreement, such changes or amendment shall be proposed in writing to the other party. The agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

4. TERMINATION AND CANCELLATION

- A. In addition to the rights under Exhibit C of the Standard Agreement, State or Contractor reserves the right to terminate/cancel this Agreement at its sole discretion at any time upon thirty (30) days prior written notice.
- B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.

C. Upon receipt of the invoice, progress report and data (if applicable), a final payment will be made to Contractor. This payment shall be for all State-approved, actually incurred costs that in the opinion of State are justified, and shall include services rendered, and materials purchased or utilized (including all non-cancellable commitments) to termination date as specified in the proposal budget.

5. **POTENTIAL SUBCONTRACTORS (NOT APPLICABLE TO COOPERATIVE/CASE SERVICE AGREEMENTS)**

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.

6. **TRAVEL AND REIMBURSEMENT RATES**

Contractor agrees that all travel expenses and per diem rates paid under this contract shall be reimbursed at actual costs not to exceed the Department of Personnel Administration (DPA) designated rates stated on the DPA website. No travel outside the State of California is allowed without prior documented written authorization from the DOR Contract Administrator.

7. **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.

8. **TRAINING SEMINARS, WORKSHOPS OR CONFERENCES**

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor should acknowledge the support of the State whenever publicizing the work under this agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

9. WORKERS' COMPENSATION INSURANCE

- A. Contractor shall have and maintain, for the term of this Agreement, workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- B. Unless a current copy is on file with the agency, Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the agency to the State as evidence of compliance with the workers' compensation insurance requirement.

10. CONFLICT OF INTEREST (FOR NON-PROFITS ONLY)

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

11. CONFIDENTIALITY

- A. Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by DOR. Any information obtained by Contractor in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- B. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this contract, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, Title 9, California Code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)

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

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

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

Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this contract. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Requirements" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: <http://www.dor.ca.gov/eps/servpro.htm>

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

12. AUDIT AND REVIEW REQUIREMENTS

(a) General Audit and Review Requirements

1. Contractor shall submit to the DOR such reports, accounts, and records deemed necessary by the DOR to discharge its obligation under State and Federal laws and regulations, including the applicable 2 CFR Part, 220, 225, 230 (OMB's).

2. Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibility in the event of non-compliance.
3. Contractor shall provide State's staff access to all Contractor records and evaluations of individuals referred to the program.
4. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this contract agreement and other applicable federal or state statutes and regulations.
5. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the contract, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation.
6. Contractor to include a provision in its independent auditor agreements that allows DOR access to any audit materials, information, and reports in support of the Contractor's "Independent Auditor Report" for review in performance in the event of a DOR audit.
7. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit or any other action involving the records prior to expiration of the three (3) year period, whichever is later. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

(b) Annual Federal Finance Audit (For agreements \$500,000 and above)

In addition to the general audit and review requirements, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

Contractor agrees to submit one copy of the audit report and all management letters to:

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

Copies of the audit report and letters are due on or before the 15th day of the fifth month following the end of the Contractor's fiscal year.

13. LOSS LEADER

Contractor understands that it is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss Leader" as defined in Code Section 17030 of the Business and Professions Code. Furthermore, contractor certifies by signature of this contract that it has not and will not engage in any such illegal activity related to the provision of services and materials under this contract.

EXHIBIT E
(Standard Agreement-Subvention)

ADDITIONAL PROVISIONS –SUBVENTION AGREEMENTS

1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established unified administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following, except where the contract is more restrictive.

- 2 CFR Part 215/34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 220 (OMB A-21) - Cost Principles for Educational Institutions
- 2 CFR Part 225 (OMB A-87) - Cost Principles for State, Local, and Indian Tribal Governments
- 2 CFR Part 230 (OMB A-122) - Cost Principles for Non-Profit Organizations
- OMB A-133 - Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above are available for download and review on the Internet at www.whitehouse.gov/omb/circulars. A copy of Title 34 CFRs are available at <http://www.gpoaccess.gov/cfr/index.html>.

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

In any agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership which results directly and indirectly from the agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing this contract, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

4. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT (IF APPLICABLE)

- A. Equal Employment Opportunity--All contracts require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); as amended--Contracts of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this agreement, the Contractor who is awarded an agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All contractors shall comply with the following statutes and regulations:

Subject: Discrimination on the basis of race, color, or national origin.
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
Regulation: 34 CFR part 100.

Subject: Discrimination on the basis of sex
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
Regulations: 34 CFR part 106.

Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).
Regulation: 34 CFR part 104handicap.

Subject: Discrimination on the basis of age.
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110

5. RETURN OF INAPPROPRIATE USE OF FUNDS

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

EXHIBIT F
(Standard Agreement -Subvention)

COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS

1. CONTRACT MANUAL

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Manual and its additional policy requirements and conditions for Case Services/Cooperative Contract Program Agreements as applicable for the Fiscal Year(s) covered under this contract. Match requirements are applicable to Cooperative Programs agreements only.

2. CONTRACTOR'S MONITORING

The Contractor is responsible for monitoring the percentage of time/number of hours devoted by staff on the contract for overall consistency with the contract terms and the approved contracted budget.

3. DOR CONTRACT MONITORING

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

- A. Maintain documentation on all contract activities, including the performance of the contract services, invoice reviews and approvals, monitoring activities, and other contract administration activities.
- B. Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/ consumers during the contract period are based on actual allowable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.
- E. Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the contract.

- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this contract. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Contracts only)
- H. Identify low usage levels and consider partial disencumbrance of contract funds.
- I. Periodically review personnel activity reports for staff funded by the contract to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB circular.
- J. Verify that all contract staff are providing services in accordance to their duties specified in the contract, including ensuring that:
- Personnel duty statements or a copy of the Contract Budget Narrative/Contract Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the contract.
 - Verify that job duties, as provided by the contract staff, match contract duty statements and service descriptions.
 - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
 - Verify that contract staff provide services only to authorized DOR consumers. (Case Service Contracts only)
 - Review the CAS 170AA report. (Case Service Contracts only)

EXHIBIT F – ADDITIONAL PROVISIONS

I. CONTRACT MONITORING AND REPORTING

The Program Contract Administrator shall monitor the contract by:

- ◆ Submitting DOR 801B, CAS 270AA and listing of DOR clients received services during the month of invoice.
- ◆ Submitting Personnel Activity Reports or time allocation documents requested by DOR Contract Administrator
- ◆ Including a monthly progress report for each DOR client served during month of invoice
- ◆ Meeting with DOR and contract agency staff, as well as DOR clients, family members, caregivers, or other individuals acting as part of an individual's support system. Meeting quarterly with DOR staff assigned to this contract.
- ◆ Submitting monthly statistical reports on DOR clients participating in the program. These will include referrals, enrollments, participation, and completion of services. The Employment Specialist is responsible for these calculations, as well as sending a copy of the monthly report to the DOR Rehabilitation Supervisor and DOR Contract Administrator.

II. Transportation of DOR clients: Transportation will not be provided to DOR clients receiving services under this contract.

CCC-307

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> <i>Las Positas College – DSPS</i>		<i>94-1670563</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> <i>Lorenzo Legaspi, CLPCCD Vice Chancellor</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

