



AGREEMENT NUMBER
27755A
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
 Department of Rehabilitation  
 CONTRACTOR'S NAME  
 Las Positas College
- The term of this Agreement is: February 1, 2010 through September 30, 2010
- The maximum amount of this Agreement is: \$ 39,486.00  
 ARRA Contract
- 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 # Basic Support 84.390A Award # H390A090005**

Exhibit A – Scope of Work	5 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Attachment 1, Program Budget and Narrative	4 pages
Exhibit C* – General Terms and Conditions	GTC - 307
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	6 pages
Exhibit E – Additional Provisions – Subvention Agreements	2 pages
Exhibit F – Cooperative/Case Services Agreements	3 pages
Exhibit G – Supplemental Terms and Conditions for Using ARRA Funds	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.) Las Positas College	
BY (Authorized Signature) 	DATE SIGNED (Do not type) RSK
PRINTED NAME AND TITLE OF PERSON SIGNING Lorenzo Legaspi, Vice Chancellor	
ADDRESS 5020 Franklin Drive, Pleasanton, CA 95688	
STATE OF CALIFORNIA	
AGENCY NAME Department of Rehabilitation	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Thomas Dempsey, Chief, Contracts and Procurement Section	
ADDRESS 721 Capitol Mall, 6 <sup>th</sup> Floor, Sacramento, CA 95814	

California Department of General Services Use Only

DEPARTMENT OF GENERAL SERVICES  
NOT REQUIRED PER SAM SEC. 121.51

Exempt per:

**Exhibit A**  
**ARRA Cooperative Public Agency Contract**  
**Las Positas College**

**SCOPE OF WORK**

**I. Introduction**

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This case service contract is funded through the American Recovery and Reinvestment Act (ARRA) federal program. These funds are time-limited and intended to enhance services to individuals in accordance with the ARRA principles of:

- a) Advancing California and local economic recovery through the maintenance and creation of jobs; and
- b) Transparency in reporting and fiscal accountability; and
- c) One time investment in community projects with long term sustainable results.

This case service contract is designed to provide services through Las Positas College to shared consumers/students of Las Positas College and the Department of Rehabilitation (DOR), Greater East Bay District, as an adjunct and enhancement to the services already provided as part of the Las Positas College cooperative program. The intent of these services is to prepare and assist the individual(s) served to obtain and maintain meaningful employment. All DOR applicants/consumers referred for services under this contract will meet DOR and Las Positas College criteria for services; and be mutually identified by DOR and Las Positas College as a cooperative program consumer who is expected to benefit from contract services.

Services will be provided at Las Positas College/DOR sites in Alameda and Contra Costa counties. Services will be provided by the DOR counselor based on individual consumer need and informed choice.

The services available under this contract are designed to prepare the cooperative program consumers with the skills necessary to secure and maintain competitive employment in agreement with their Individual Plan for Employment (IPE).

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

**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)**

**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  
Collaborative Services Section  
Department of Rehabilitation  
721 Capitol Mall  
Sacramento, CA 95814
- 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 (OMBs).

## 6. 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.

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

**SPECIAL TERMS AND CONDITIONS**

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**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 or designated representative of each organization 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 to the terms of this agreement. Such changes shall be proposed in writing to the other party. 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. 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.

#### 6. 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.

#### 7. 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.

## 8. 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.

## 9. 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.

## 10. 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](mailto: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.

## 11. 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, 3<sup>rd</sup> Floor  
Sacramento, CA 95814

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

12. 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](http://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 department, 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 (29U.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

The following services will be provided to 25 unduplicated ARRA/DOR cooperative program consumers for the duration of the contract period 7/1/09-9/30/10.

## II. Services to be Provided

### A. Building Employer Partnerships in Support of Employment Services to ARRA/DOR consumers:

#### Description of Service:

As an adjunct to existing employment services provided by Las Positas College, ARRA Contract staff will focus on the development of business contacts to assist ARRA/DOR consumers to locate and access viable employment opportunities by partnering with the business community. Services to include:

- o Developing relationships with individual businesses or business groups
- o Developing individual or group ARRA/DOR consumer job opportunities with local businesses
- o Development of OJT opportunities for ARRA/DOR consumers

Las Positas College will provide quarterly reports to the DOR contract administrator in the required format.

#### Service outcomes/Number to be served:

For the duration of the contract period from the contract effective date through 9/30/10:

- 30 Employer connections/meetings will occur
- 10 individual or group job opportunities will be developed
- 3 OJTs will be developed for ARRA/DOR consumers

### B. Employment Services (ES)

#### Description of Service:

ARRA contract employment services are provided as an adjunct or enhancement to existing employment services.

Employment services assist a ARRA/DOR consumer to prepare for, obtain, and retain employment. ES components provide assistance in the development of job search skills, coordination of job search activities, and identification of appropriate job openings. The components include:

Employment Services Intake:

- o Analysis of pertinent collateral information and reports prior work experience and performance
- o Review of the DOR IPE
- o Identify need for supports, reasonable accommodation, and assistive technology

Employment Preparation:

- o Interviewing techniques
- o Resume development
- o Application preparation
- o Appropriate work behaviors and work ethics
- o Appropriate grooming and hygiene
- o Relevant work practices
- o Discussion of impact of employment on disability and benefits
- o Identification of additional support services

Job Development and Placement:

- o Identification of specific job openings appropriate for the ARRA/DOR consumer as indicated in their IPE and ISP
- o Contact of employers to identify job openings
- o Obtaining information detailing qualifications and work site requirements for specific job
- o Job Site consultation to identify or modify barriers
- o Negotiating job carving, work site analysis or other job accommodations
- o Assisting job applicant in the interviewing process
- o Assisting the job applicant in coordinating transportation needs
- o Provision of job club or tools to assist in job search

Upon job placement:

- o Job Orientation assistance
- o Information on conditions of employment

### Employment Retention:

Upon ARRA/DOR consumer acceptance of employment of a job that is consistent with the IPE goal and meets the needs for hours, wages, and benefits, the following Employment Retention activities will be provided for at least 90 days:

- o Phone or personal contact, on or off the job, with the ARRA/DOR consumer to determine ongoing satisfaction with the terms of employment
- o With the consent of the ARRA/DOR consumer, phone or personal contact with the employer to determine ongoing satisfaction with the terms of employment
- o No less than two contacts a month are required for a minimum of 90 days.
- o Communication with DOR SVRC at least monthly to discuss progress and coordinate for any additional services that may be required.
- o Assistance with necessary minimal supports to sustain employment.

College of Alameda will provide monthly progress reports to the referring DOR counselor as well as submit job placement report upon hiring. In addition, quarterly reports will be provided to the DOR contract administrator in the required format.

### B. Service outcomes/number to be served:

For the duration of the contract period from the contract effective date through 9/30/10, this program will serve 25 ARRA/DOR consumers in Employment Services.

12 will receive ES Intake

10 will receive Employment Preparation Services

10 will receive Job Development and Placement Services

10 will be placed in a job consistent with their IPE goal

10 will receive NSE job coaching services

10 will retain their job for a minimum of 90 days and be closed by DOR in status "26"



### III. Contract Administrator/Program Coordinator

<u>Department of Rehabilitation</u>	<u>Las Positas College</u>
Charlene Cowan Collab Svcs Specialist	Jim Gioia DSPS Coordinator
721 Capitol Mall, 4 <sup>th</sup> Floor	3000 Campus Hill Dr
Sacramento, CA 95814	Livermore, CA 94551-9797
(916) 558-5424	925 – 424 1508
Fax (916) 558-5402	925- 449-6038
ccowan@dor.ca.gov	jgioia@laspositascollege.edu

**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 Standardized Contract Manual and it 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.

**11. 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.

**12. 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)

Las Positas College  
ARRA Public Agency/CRP Contract  
**EXHIBIT F**

**Additional Provisions**

**I. CONTRACT MONITORING AND REPORTING**

The Las Positas College Program Coordinator shall monitor the contract by:

- ✓ Submitting 801B (service invoice) on a monthly basis including a list of DOR consumers served
- ✓ Including a quarterly cover letter outlining contract progress and outcomes with regard to contract objectives in the format required by the DOR contract administrator
- ✓ Submitting Personnel Activity Reports or time reporting documents as requested by DOR contract administrator
- ✓ Meeting with local DOR and program staff to discuss cooperative and ARRA contract progress as part of the regular quarterly meetings for the cooperative contract.
- ✓ Prepare and submit consumer monthly progress reports to include consumer name and other necessary or required information as required by the DOR Contract Administrator.
- ✓ Submitting the final bill within 60 days of the termination of the contract.

**II. Transportation of DOR Consumers**

- Las Positas College will not provide transportation to DOR consumers under this contract.

**EXHIBIT G**  
**(ARRA Agreements-Subvention)**

**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS**

1. **ARRA FUNDED PROJECT:** Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.
2. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.
3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.
4. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.
5. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, the Contractor assures that it and its subrecipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.
6. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.

**7. WHISTLEBLOWER PROTECTION:**

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

**8. FALSE CLAIMS ACT:** Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

**9. REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:

- a. The total amount of ARRA funds received by Contractor during the Reporting Period;
- b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:
  - (i.) The name of the project or activity;
  - (ii.) A description of the project or activity;
  - (iii.) An evaluation of the completion status of the project or activity; and
  - (iv.) An estimate of the number of jobs created and /or retained by the project or activity;
- d. For any contracts equal to or greater than \$25,000:
  - (i.) The name of the entity receiving the contract;
  - (ii.) The amount of the contract;
  - (iii.) The transaction type;
  - (iv.) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
  - (v.) The Program source;
  - (vi.) An award title descriptive of the purpose of each funding action;
  - (vii.) The location of the entity receiving the contract;
  - (viii.) The primary location of the contract, including the city, state, congressional district and country;
  - (ix.) The DUNS number, or name and zip code for the entity headquarters;
  - (x.) A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
  - (xi.) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) \$25M or more in annual gross revenue from Federal awards and; 3) If the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.

e. For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

***Any other information reasonably requested by the State of California or required by state or federal law or regulation.***

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov). The additional requirements will be added to this contract(s).

*Additional DOR ARRA provisions:*

10. **RULES AND REGULATIONS SUBJECT TO IMPOSED REVISIONS OR ADDITIONAL FEDERAL REQUIREMENTS:** The DOR reserves the right to provide addendum(s) to this agreement by written notification to the Contractor of imposed rules and regulation revisions or additional Federal requirements that are subject to ARRA funding and/or reporting requirements, and will be made in reference and included as a part of this agreement.
11. **FRAUD TRAINING:** The Contractor; its employees or any individuals performing activities related to this contract shall certify completion of DOR ARRA Fraud Training no later than 30 days upon contract award. Internet site: <http://drdomino/arra/ARRA%20Fraud%20Training.ppt>
12. **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.

<input checked="" type="checkbox"/> Original		<input type="checkbox"/> Amendment		<input type="checkbox"/> Revision	
Contractor Name and Address: Las Positas College 5020 Franklin Drive Pleasanton, CA 94588		Contract Number: 94-167-0563		Federal ID Number: 94-167-0563	
Position Title		Budget Period: 2/1/10 - 6/30/10		Effective Date:	
Line No.		Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	<b>PERSONNEL</b>				
2	ARRA Job Developer 1 FTE @ \$26.89/hr 32 hr/wk for 20 wks	\$17,209.60			\$17,209.60
3	ARRA Support Assistant 1 FTE @ \$28.90/hr 25 hr/wk 20 wk	\$14,450.00			\$14,450.00
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14	<b>OPERATING</b>				
15	Subtotal	\$31,659.60			\$31,659.60
16					
17					
18					
19					
20					
21					
22					
23	Subtotal				
24	Subtotal Personnel & Operating Costs:	\$31,659.60			\$31,659.60
25	INDIRECT COST				
<b>TOTALS</b>		\$31,660			\$31,660

Indirect costs are allowable costs, incurred by an organization, which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR Part, 215, 220, 230 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:  
 Las Positas College  
 5020 Franklin Drive  
 Pleasanton, CA 94588

Contract Number:  
 94-1670563

Federal ID Number:  
 Effective Date:

Page 1 of 1

Budget Period:  
 7/1/10 - 9/30/10

Effective Date:

Line No.	Position Title	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL				
2	ARRA Job Developer FTE @ \$26.89/hr @ 149 hrs.	\$4,007.00			\$4,007.00
3	ARRA Support Assistant FTE @ \$28.90/hr @ 132 hrs.	\$3,819.00			\$3,819.00
4					
5					
6					
7					
8					
9					
10					
11					
12					
13	Subtotal	\$7,826.00			\$7,826.00
14	OPERATING				
15					
16					
17					
18					
19					
20					
21					
22					
23	Subtotal				
24	Subtotal Personnel & Operating Costs:	\$7,826.00			\$7,826.00
25	INDIRECT COST				
	TOTALS	\$7,826			\$7,826

Indirect costs are allowable costs, incurred by an organization, which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR Part, 215, 220, 230 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.

Las Positas College  
ARRA Proposal  
Service Budget Narrative

**ARRA Job Developer :**

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1. Work individually with ARRA/DOR consumers in the development of resumes, interviewing skills, successful job search strategies, and any other skills needed for job search.
2. Teach Job Search Skills classes as necessary.
3. Attend business and community events related to job placement such as Chamber of Commerce Meetings or DOR sponsored events.
4. Maintain contact with local employers to develop employment opportunities for ARRA/DOR consumers.
5. Consult with employers and ARRA staff members on placement for participants.
6. Follow up with ARRA/DOR consumers and employers for 90 days after start date of employment.
7. Coordinate placement efforts with other service providers providing assistance to ARRA/DOR consumers.
8. Supervise, train and coordinate Program Assistant in job development and job coaching techniques.
9. Consults with Department of Rehabilitation counselors on special needs of individuals with disabilities.
10. Collaborates with college and One-Stop Career Center personnel, community partners, and employers to locate job placements and on-the-job training opportunities for WorkAbility III participants.
11. Establishes and maintains cooperative linkages with employers and business associations, community-based organizations, and other employment and training-related entities.

## **ARRA Program Support Assistant:**

1. Assist the Employment Specialist in developing resumes, gathering job search materials, and developing job leads for ARRA/DOR clients
2. Maintain current job listings, job fair announcements and other information on job leads.
3. Provide temporary job coaching or travel training for students/DOR consumers with developmental disabilities. Coordinate with DOR counselors on job coach assignment.
4. Assist in maintaining ARRA records and ARRA/DOR consumer files.
5. Assist ARRA Job Developer in Job Search Skills Workshop.
6. Create and maintain ARRA files according to procedure.
7. Answer questions and take messages for ARRA Program clients, schedule appointments for ARRA Program staff, and contacts ARRA/DOR consumers, DOR counselors, employers, or other service providers as needed.
8. Maintains ARRA databases and mailing lists, including updating data on a regular basis.

