

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

AGREEMENT NUMBER
28114
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, 2012**

3. The maximum amount of this Agreement is: **\$12,577.44**

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.

CDFA # 84.126A, Vocational Rehabilitation State Grant	
Exhibit A – Scope of Work	1 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Attachment 1, DOR Share of Costs	2 pages
Exhibit C* – General Terms and Conditions (GTC 307)	1 page
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	5 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 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)

RSK

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Lorenzo Legaspi, Vice Chancellor, Business Services

ADDRESS

5020 Franklin Ave, Pleasanton, CA 94588

STATE OF CALIFORNIA

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)

CH

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Carol Hyland, District Administrator

ADDRESS

1485 Enea Court, Suite 1100, Concord, CA 94520

California Department of General Services Use Only

Exempt per: SCM 4.04.5B

**EXHIBIT A
SCOPE OF WORK**

**CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT**

Introduction

Department of Rehabilitation (DOR) will financially participate in the operating costs of those One-Stop Centers in which DOR staff is co-located. In accordance with the Memorandum of Understanding (MOU) #035, Terms and Conditions, the agreed allocation and payment of the operating costs of the one-stop centers that is attributable to DOR are outlined in **Exhibit B**.

Services To Be Provided

DOR agrees to provide vocational rehabilitation services in accordance with the MOU #035 to individuals whom DOR determines to be eligible for such services, and for whom such services are necessary and appropriate, consistent with federal and state law.

Location

**One Stop Center – Tri-Valley One Stop Career Center, 5020 Franklin Avenue,
Pleasanton, CA 94588**

Contract Administrators

Department of Rehabilitation

Theresa Woo
1515 Clay Street, Suite 119
Oakland, CA 94612
(510) 622-2791
twoo@dor.ca.gov

Chabot-Las Positas Community College Dist.

Lorenzo Legaspi, Vice Chancellor, Bus. Svcs.
5020 Franklin Avenue
Pleasanton, CA 94588
(925) 485-5266, (925) 485-5273-Fax
jalves@clpccd.org

EXHIBIT B
(Standard Agreement—One- Stop)

BUDGET DETAIL AND PAYMENT PROVISIONS

INVOICING AND PAYMENT

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, see Attachment 1, which is attached hereto and made a part of this Agreement.

For travel reimbursements, 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.

Invoice(s) shall include the Agreement Number, CFDA Reference # and CFDA Title, and as listed on the STD 213, and shall be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed on Exhibit A, IV).

Invoice must be submitted on Contractor's letterhead signed by authorized representative, and include: Agreement No., Time period covered, the applicable rate, and total dollar award.

BUDGET CONTINGENCY CLAUSE

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.

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:

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.

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.

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.

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.

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 required. The Contractor agrees to comply with the OMB Circular applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

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 the State to discharge its obligation under State and Federal laws and regulations, including the applicable Office of Management and Budget Circulars.

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

INDIRECT COSTS (IF APPLICABLE)

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

**ATTACHMENT 1
BUDGET DETAIL AND PAYMENT PROVISIONS
CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT**

DOR's Shared Cost

1. Office Space – Conference room used as office space when meeting with consumers.

▪ Annual Amount: \$ 3,559.68

Total Amount for

▪ **Term of Agreement** **\$ 7,119.36**

▪ Allocation Method: 180 sq. ft. @ \$2.06 x 80% use = \$296.64 per month.

2. Common Space – Reception area to receive consumers, use of computer room for consumer job search, and shared hallways and restrooms.

▪ Annual Amount: \$ 2,729.04

Total Amount for

▪ **Term of Agreement** **\$ 5,458.08**

▪ Allocation Method: 2208 sq. ft. @ \$2.06 x 5% use = \$227.42 per month.

Contract Yearly Total: \$6,289.00

Total Contract Amount: \$12,578.00

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 307)

Please note: This page will not be included in the final agreement, but will be included in the contract by reference to Internet site:

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement—One-Stop)

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.

PROJECT PERSONNEL

The Contractor shall not substitute key project personnel without prior written approval of the DOR.

SETTLEMENT OF DISPUTES

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 and Project Representative for purposes of resolving the dispute.

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 or designated representative shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

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.

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.

TERMINATION AND CANCELLATION

In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate/cancel this Agreement at its sole discretion at any time upon thirty (30) days prior written notice.

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.

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.

POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

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.

SOFTWARE (IF APPLICABLE)

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.

INSURANCE REQUIREMENTS

Contractor must furnish to the DOR a certificate of insurance showing that a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, is presently in affect for the contractor. The certificate of insurance shall show that activities are protected through commercial general liability insurance. Additional insurance, such as automobile liability insurance is required if a motor vehicle is used in the performance of the contract, i.e. transporting of persons by any mode of transportation. If transporting see Exhibit F, 4 – Transporting Consumers.

The certificate of insurance **must** include additional provisions; 1) the insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and 2) the certificate of insurance must provide the State of California, its officers, agents, employees, and servants are included as additional insured, but only with the respect to work performed for the State of California under the contract.

Evidence of insurance must be issued by an insurance company acceptable to the Department of General Services, Office of Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS/ORIM.

WORKERS' COMPENSATION INSURANCE (IF APPLICABLE)

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.

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.

CONFLICT OF INTEREST (FOR NON-PROFITS ONLY)

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.

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.

CONFIDENTIALITY

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

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

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

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

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.

Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.

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.

AUDIT AND REVIEW REQUIREMENTS

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 OMB Circulars.

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

The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether expenditures by the Contractor were in compliance with this contract agreement and other applicable federal or state statutes and regulations.

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. 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.

Annual Federal Finance Audit (If applicable)

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 (private, non-profit organizations).

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, worker's compensation, licensing, and all other activities requiring compliance. Contractors shall accept financial responsibility in the event of noncompliance.

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

Audit Section
Department of Rehabilitation
Attn: Chief of Audits
721 Capitol Mall, 3rd Floor
Sacramento, CA 95814

The 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.

CONTRACTOR EVALUATION

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements over \$5,000 a copy of any negative evaluations will be sent to the Department of General Services, Office of Legal Services.