

AGREEMENT NUMBER 23152	AMENDMENT NUMBER 1
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1. This Agreement is entered into between the State Agency and the Contractor named below

 STATE AGENCY'S NAME
Department of Rehabilitation

 CONTRACTOR'S NAME
County of San Mateo
2. The term of this Agreement is: **July 1, 2001 -Through- June 30, 2002**
3. The maximum amount of this Agreement is: **\$ 263,507.00**
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:

Exhibit B-Budget Detail and Payment Provisions and Exhibit D-Special Terms and Conditions are hereby replaced in its entirety with the attached revised Exhibit B-Budget Detail and Payment Provisions and Exhibit D-Special Terms and Conditions.

This amendment is effective July 1, 2001.

All other terms and conditions shall remain the same.

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



CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> County of San Mateo	
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Michael D. Nevin, President, County of San Mateo Board of Supervisors	
ADDRESS 400 County Center, Redwood City, CA 94063-1662	
STATE OF CALIFORNIA	
AGENCY NAME Department of Rehabilitation	
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Jean Johnson, Manager, Fiscal and Business Services	
ADDRESS 2000 Evergreen Street, Sacramento, CA 95815-3832	
<input type="checkbox"/> Exempt Per _____	

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

- I.** It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
- II.** This contract is valid and enforceable only if sufficient funds are made available to the State by the United State Government for the Fiscal Year(s) covered by this contract for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.
- III.** It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- IV.** There are no oral understandings or agreements that are not incorporated in this contract.
- V.** Either party has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.
- VI.** The contractor may make changes to existing line items within an approved budget category as long as such change is necessary for the provision of services to DOR consumers and consistent with the budget narrative. The budget categories are (1) Personnel, (2) Operating Expenses, and (3) Indirect/ Administrative Overhead. The Contractor will submit an explanation of the need for such change with the claim for payment. The change cannot result in the deletion of any line item. The State reserves the right to deny payment for any change that is determined by the State to be inappropriate. To make changes between budget categories requires a contract budget revision. Changes in line item amounts may not result in an increase of the total contract amount. Other than changes within categories, any alterations or variation to the contract must be contained in a written contract budget revision approved by State's Contract Office and/or written contract amendment, approved by the Department of General Services.

Exhibit B (Continued)

- VII.** Staff Percentage of Time/Number of Hours. The staff position percentages of time/number of hours stated in the budget narrative(s) are considered to be annualized percentages of time/number of hours. Over the term of the contract, the average of each staff position's actual percentage of time/number of hours claimed for the contract period cannot exceed the percentage of time/number of hours stated in the budget narrative for that position. Any changes to the budgeted percentage of time/number of hours of a staff position requires a contract revision. 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.
- VIII.** Prompt Payment. The State of California is obligated to promptly pay all invoices; however, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the State is required to pay vendors' a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The vendor does not have to request the late payment. The State will determine and send any late payment to the vendor.
- IX.** Payment of Expenditures. By signing this contract, Contractor certifies under penalty of perjury that the Service Budget (DR 801A) does not contain line items that are, or will be, during the period covered by this contract, reimbursed/paid by another source of funding.

State will pay the Contractor as invoiced monthly/quarterly, in arrears for Contractor's actual cost in providing the services as identified on the "Service Budget (DR801A)." Total funds to be paid shall not exceed the amount specified in the "Service Budget."

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

I. 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.

II. Contract Manual

Contractor acknowledges that they were provided with and is familiar with the provisions of the Department of Rehabilitation's Contract Manual for the Fiscal Year(s) covered under this contract, and they specifically agree that they will comply with all applicable provisions of the Contract Manual. Match requirements are applicable to Cooperative Programs only.

III. Settlement of Disputes

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

IV. Rehabilitation Act

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

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

Exhibit D (Continued)

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

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

V. Travel

The Contractor agrees that all travel and per diem paid its employees under this contract shall be at rates not to exceed those amounts paid to the State's non-represented employees. No expense for travel outside of the State of California shall be reimbursed.

VI. Personnel Standards

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

VII. 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 State. 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 State.

Contractor agrees to maintain the confidentiality of any information concerning any individual clients it 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.)

VIII. Audit Requirements

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

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

State shall have the right to conduct inspections and/or audits of Contractor to determine whether expenditures by Contractor were made in compliance with this contract, the Department of Rehabilitation's Contract Manual for the fiscal year(s) covered under this contract and other applicable federal or state statutes and regulations. Contractor agrees that Department of Rehabilitation, State Controller's Office, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review, obtain, and copy all records pertaining to performance of the contract or relevant to determining whether expenditures by Contractor were made in accordance with the contract and applicable laws and regulations. Contractor agrees to provide such auditors with any relevant information requested and shall permit the auditors access to its premises during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to the audit or investigation. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period, whichever is later.

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

The Federal Office of Management and Budget (OMB) has established cost principles for determining allowable costs chargeable to Federal awards. Contracts awarded by the Department, including this contract, are subject to these cost principles as defined in the OMB Circulars.

Exhibit D (Continued)

The Contractor agrees to abide by the cost principles applicable to its organization as specifically defined in the following:

OMB Circular A-21: Cost Principles for Educational Institutions (Colleges and Universities – CSU/UC)

OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments (Counties, Cities, Special Education Local Plan Areas, School Districts, Regional Occupation Programs, and other State and Local government agencies; generally applicable to Community College Districts)

OMB Circular A-122: Cost Principles for Non-Profit Organizations

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

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

The applicable Federal and State laws and regulations, including OMB Circulars, take precedence, except where the contract is more restrictive.

X. Pattern of Service (Cooperative Programs Only)

The services provided by the Contractor under this contract cannot be the customary or typical services, but rather the services must have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus. These services are applicable to Cooperative Programs only.

COUNTY OF SAN MATEO
MEMORANDUM

DATE: January 24, 2002
TO: Pricilla Harris Morse
FROM: Deborah Jaeger, HSA210 Fax: (650) 596-3478
SUBJECT: APPROVAL OF INSURANCE
CONTRACTOR: California State Department of Rehabilitation

DO THEY TRAVEL: No

PERCENT OF TIME

NUMBER OF EMPLOYEES More than 1

DUTIES: State Contract and grant for benefit planning services for Mental Health Social Security Recipients.

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Gen Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Motor Vehicle Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Professional Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Worker's Compensation	_____	_____	<input checked="" type="checkbox"/>	_____

REMARKS/COMMENTS: The State has their own insurance -- We are requesting a waiver of insurance.

Pricilla Morse

Manager, Risk Management

Ins.form

PONY EPS163

SUBMIT TO RISK MANAGEMENT
OR

FAX 363-4864