

AGREEMENT NUMBER 23781



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, 2002 -Through- September 30, 2003**
3. The maximum amount of this Agreement is: **\$ 363,027.00**
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 A - Scope of Work	5 Page(s)
Exhibit B - Budget Detail and Payment Provision	2 Page(s)
Attachment I - Program Budgets	4 Page(s)

* Exhibit C - General Terms and Conditions	GTC201	02/20/01
Exhibit D - Special Terms and Conditions		4 Page(s)
Exhibit E - Additional Provision		1 Page(s)

* 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.dgs.ca.gov/contracts

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of San Mateo	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Jerry Hill , President, County of San Mateo Board of Supervisors	
ADDRESS 400 County Center, Redwood City, CA 94063-1662, Billing: 550 Quarry Rd., San Carlos 94070	
STATE OF CALIFORNIA	
AGENCY NAME Department of Rehabilitation	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
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 _____	



AGREEMENT NUMBER
23781

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, 2002 -Through- September 30, 2003**
3. The maximum amount of this Agreement is: **\$ 363,027.00**
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 A - Scope of Work 5 Page(s)
 - Exhibit B - Budget Detail and Payment Provision 2 Page(s)
 - Attachment I - Program Budgets 4 Page(s)

* Exhibit C - General Terms and Conditions GTC201 02/20/01
Exhibit D - Special Terms and Conditions 4 Page(s)
Exhibit E - Additional Provision 1 Page(s)

* 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.dgs.ca.gov/contracts

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of San Mateo		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jerry Hill , President, County of San Mateo Board of Supervisors		
ADDRESS 400 County Center, Redwood City, CA 94063-1662, Billing: 550 Quarry Rd., San Carlos 94070		
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jean Johnson, Manager, Fiscal and Business Services		
ADDRESS 2000 Evergreen Street, Sacramento, CA 95815-3832		

AGREEMENT NUMBER 23781

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, 2002 -Through- September 30, 2003**
3. The maximum amount of this Agreement is: **\$ 363,027.00**
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 A - Scope of Work	5 Page(s)
Exhibit B - Budget Detail and Payment Provision	2 Page(s)
Attachment I - Program Budgets	4 Page(s)

- * **Exhibit C - General Terms and Conditions** GTC201 02/20/01
- Exhibit D - Special Terms and Conditions 4 Page(s)
- Exhibit E - Additional Provision 1 Page(s)

* 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.dgs.ca.gov/contracts

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 Jerry Hill , President, County of San Mateo Board of Supervisors	
ADDRESS 400 County Center, Redwood City, CA 94063-1662, Billing: 550 Quarry Rd., San Carlos 94070	
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 _____	

AGREEMENT NUMBER 23781

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, 2002 -Through- September 30, 2003**

3. The maximum amount of this Agreement is: **\$ 363,027.00**



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 A - Scope of Work | 5 Page(s) |
| Exhibit B - Budget Detail and Payment Provision | 2 Page(s) |
| Attachment I - Program Budgets | 4 Page(s) |

- | | | |
|--|---------------|-----------------|
| * Exhibit C - General Terms and Conditions | GTC201 | 02/20/01 |
| Exhibit D - Special Terms and Conditions | | 4 Page(s) |
| Exhibit E - Additional Provision | | 1 Page(s) |

*** 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.dgs.ca.gov/contracts**

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of San Mateo	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Jerry Hill , President, County of San Mateo Board of Supervisors	
ADDRESS 400 County Center, Redwood City, CA 94063-1662, Billing: 550 Quarry Rd., San Carlos 94070	
STATE OF CALIFORNIA	
AGENCY NAME Department of Rehabilitation	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
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 _____	

AGREEMENT NUMBER 23781

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, 2002 -Through- September 30, 2003**

3. The maximum amount of this Agreement is: **\$ 363,027.00**



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 A - Scope of Work	5 Page(s)
Exhibit B - Budget Detail and Payment Provision	2 Page(s)
Attachment I - Program Budgets	4 Page(s)

* Exhibit C - General Terms and Conditions	GTC201	02/20/01
Exhibit D - Special Terms and Conditions		4 Page(s)
Exhibit E - Additional Provision		1 Page(s)





*** 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.dgs.ca.gov/contracts**

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


CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of San Mateo	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Jerry Hill, President, County of San Mateo Board of Supervisors	
ADDRESS 400 County Center, Redwood City, CA 94063-1662, Billing: 550 Quarry Rd., San Carlos 94070	
STATE OF CALIFORNIA	
AGENCY NAME Department of Rehabilitation	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
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 _____	

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 2000 Evergreen Street Sacramento, California 95815-3832	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)
---	---

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)	Title (Please Type or Print)
		
		
		
		

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

Authorized Signature per Board Resolution 	Name (Please Type or Print)	Date Signed
--	-----------------------------	-------------

Original
 Amendment # _____

FULL Name of Corporation or Public Agency

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation, and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person:

Name of Person Authorized to Sign Agreement	Title of Person Authorized to Sign Agreement

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute said agreement and all amendments there to, except to increase the financial liability of said corporation or public agency.

CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

Address Where Board Meeting Held

Date of Board Meeting	Signature of Recording Secretary	Date Signed

**EXHIBIT A
ISSP CONTRACT
COUNTY OF SAN MATEO
VOCATIONAL REHABILITATION SERVICES (VRS)
& DEPARTMENT OF REHABILITATION (DR)**

**PLAN OF OPERATION
July, 2002 – September, 2003**

SCOPE OF WORK

I. Introduction

The California Department of Rehabilitation (DR) was awarded funds from the Social Security Administration (SSA) to develop and implement a five-year research and demonstration project. Its purpose is to develop an integrated service delivery system which increases employment and retention of employment of individuals with severe psychiatric disabilities who receive Supplemental Security Income (SSI) and/or Social Security Disability Insurance (SSDI). San Mateo County Human Services Agency was selected to implement the project with Vocational Rehabilitation Services (VRS), its county run employment services program, designated to be the demonstration site. This demonstration project is anticipated to end in September, 2003.

II. Services to Be Provided

This contract will provide State funding for 2 County Service Coordinators and 2 County Benefits Coordinators who will be County employees. This staff will provide the following services:

A. Service Coordination. The Service Coordinator will provide and/or arrange for the support services necessary for the individual to obtain and maintain employment. For each individual choosing to participate in this project, an Individual Self Sufficiency Plan (ISSP) will be developed. This is a written agreement between the individual and VRS that will outline what benefits the participant is receiving, and

those elements identified as employment barriers. It will then indicate the services and supports that will be provided to address those barriers. Assistance will be given to implement the ISSP and ongoing support services will be provided. This position also provides for data collection on a monthly and/or quarterly basis to collect information for the research design.

B. Benefits Coordinator. The Benefits Coordinator will provide complete and accurate information on the impact working will have on an individual's range of benefits. (SSI, SSDI, subsidized housing) The Benefits Coordinator will also facilitate the development of the individuals ISSP, and assist in the management of benefits and Social Security work incentives, advocate with SSA and coordinate services with treatment professionals, case management, DR, or other service providers. This position also provides for data collection on a monthly and/or quarterly basis to collect information for the research design.

III. Methodology

A. Referrals Program participants will be individuals with psychiatric disabilities who are recipients of SSI and/or SSDI. Referrals will come to the project through VRS. Before being enrolled in the ISSP Project, each potential referral will be provided information about the purpose of this project and the information that will be required of them as participants. They will be given the option of declining to participate. Each participant will sign an informed consent.

B. Service Delivery It is possible that the services provided by the Benefits Coordinator and Service Coordinator may be available to an individual who is not currently a client of the DR. However, if that individual is in need of services provided through the mental health cooperative program, those services may not be provided until that individual has been determined eligible for DR services and has a level of Severity of Disability (LSOD) score that is being served under the Order of Selection.

C. Advisory Body The San Mateo County B.E.S.T. Network (Building Employment Services Team), a collaborative of local

rehabilitation agencies, will serve as the advisory board to the Contractor. In addition to VRS, county mental health and DR, members include mental health provider agencies, community colleges, county training programs, mental health consumers and family members.

- D. One Stop Involvement VRS is co-located and is a partner of Peninsula Works San Carlos, one of three sites comprising the San Mateo County One Stop Career Center network. Resources and services include: vocational rehabilitation services, job seeking skills classes, job placement, housing and family programs, aid payment resources, State Employment Development Department (EDD) job services, community college and adult education resources, and other core, intensive and training resources mandated by the Workforce Investment Act. All of these resources will be available to individuals participating in this demonstration project.
- E. State Level Support The following positions will provide oversight, support and evaluation to the demonstration project:
1. State Department of Rehabilitation Contract Administrator will work closely with the Contractor and be responsible for the implementation of the work plan. The Contract Manager will develop or coordinate the development of required reports to the State Coordination Committee and SSA.
 2. A State Program Evaluator under contract with DR will work with the sites on data collection and reporting processes. The Program Evaluator will analyze and develop quantitative reports.

IV. Objectives

At least one hundred (100) individuals per year will be served in this demonstration project. As a result of this project it is expected that there will be:

1. Increased employment of program participants
2. Increased employment retention
3. Increased earnings among the project participants.
4. Decreased payments from SSA

V. Data Collection and Reporting Requirements

Under this agreement, the Contractor agrees to cooperate with the State DR Contract Administrator of the project to develop appropriate eligibility requirements, data collection and reporting mechanisms, and means by which to measure the above four objectives.

The Contractor will develop procedures to identify and verify social security numbers for all project participants. All data provided to the State DR Contract Administrator and/or Project Evaluator will include these validated participant social security numbers.

The Contractor further agrees to develop procedures to record and verify the beginning and ending dates of project participation and will record these two events on all data files submitted to the State DR Contract Administrator and/or Project Evaluator.

The Contractor will collect all data elements as required by SSA. This data will be collected for all program participants. Employment status data will be updated monthly. Project updates will be collected quarterly. Data will be submitted to Virginia Commonwealth University (VCU) as required until the data system is installed at the project site. Once installed, the data will be updated electronically on a monthly basis. Demographic information on new participant enrollees will be sent to DR for tracking and research match design purposes.

For purposes of tracking cost and benefit outcomes of the project, the Contractor will collect and track any necessary participant information as identified by the State DR Contract Administrator relating to any waivers that may be approved by SSA and offered to project participants.

VI. Contract Administrator/Contractor Program Coordinator

Department of Rehabilitation
Warren Hayes, Contract
Administrator
2000 Evergreen Street
Sacramento, CA 95815
(916) 263-8986

County of San Mateo
Human Service Agency
Vocational Rehabilitation
Services
Robert Manchia, Manager
550 Quarry Road
San Carlos, CA 94070
(650) 802-6491

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."

State will not pay the contractor for actual cost until the match has been submitted by the County.

STATE OF CALIFORNIA
SERVICE INVOICE
DR 801A (REV. 02/98)

DEPARTMENT OF REHABILITATION

Original

Amendment

Revision

County of San Mateo
Human Services Agency
550 Quarry Road
San Carlos, CA 94070

Contract Number:	Federal ID Number: ID 94-6000-532	Page of Pages 1 of 1	
Budget Period 7/1/02-6/30/03	Effective Date:	Effective Date:	

Line No.	Position Title/% of Time Expense & Description	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	ISSP SERVICE COORDINATOR - 2 FTE	123,241.00			123,241.00
2	ISSP BENEFITS COORDINATOR - 2 FTE	165,500.00			165,500.00
3					
	TOTALS	288,741.00			288,741.00

Indirect costs are allowable costs incurred by an organization which support the activities of 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 fixed rate.

BUDGET NARRATIVE

1. ISSP Service Coordinator - 1 FTE at 40 hours per week, including salary benefits (see duty statement and program narrative).
2. ISSP Benefits Coordinator - 1 FTE at 40 hours per week, including salary benefits (see duty statement and program narrative).

Job Description: ISSP Service Coordinator

Title: Individual Self Sufficiency Project (ISSP) Service Coordinator

Basic Function: Participates in the development and implementation of the Individual Self-Sufficiency Plan; provides and/or arranges to be provided support services necessary for individuals with severe psychiatric disabilities to maintain employment.

Reports to: Local Site Director

Qualities sought: Ability to communicate well orally and in writing; ability to work well with others in a team environment.

Examples of Duties:

1. Conducts service needs assessment with individual participants.
2. Facilitates the development of the Individual Self Sufficiency Plan.
3. Coordinates individual service and support teams.
4. Reviews and revises ISSP with the individual as needed.
5. Assists individual with reporting wage information.
6. Refers to or provides advocacy services as needed.
7. Develops local resource networks.
8. Coordinates inter and intra agency services as needed.
9. Completes and transmits monthly project data.
10. Maintains individual participant time logs for units of service.
11. Develops and facilitates a local Interagency Task Force.
12. Reviews progress on local work plans with the local coordinating council.

Title: Individual Self Sufficiency Project (ISSP) Benefits Coordinator.

Basic Function: Provides benefits/financial planning assistance to individual ser. DR/MH cooperatives; facilitates the development of the Individual Sufficiency Plan.

Reports to: Local Site Director

Qualities sought: Ability to communicate well orally and in writing; ability to work with others in a team environment.

Examples of Duties:

1. Evaluates current levels of benefits as well as basic, monthly living costs.
2. Develops the benefits section of the Individual Self Sufficiency Plan.
3. Conducts group and individual orientations regarding benefit programs.
4. Provides ongoing training and technical assistance on benefits to individuals.
5. Assists individual in accessing public benefits programs as needed.
6. Makes available information and helps implement SSA work incentive programs which facilitate return to work and maintenance of employment.
7. Reviews and assesses changing individual employment needs as they are related impact on benefits.
8. Establishes an earnings and reporting system for incentive income with the local SS field office.
9. Provides ongoing cross-training to all local stakeholders on benefits and their effects on employment.
10. Participate in ongoing training and technical assistance with the Benefits Consultant.
11. Maintain communication with the local SSA field office and attend project meetings.

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.

Exhibit E

ADDITIONAL PROVISIONS

I. Contract Monitoring and Reporting Process

The DOR Contract Administrator will review and approve the DR 801B, Service Invoice submitted by the Contractor

II. Transportation of DR Applicants/Clients

Transportation will not be provided.