

Original - Grant
 Amendment # _____

FULL Name of Corporation or Public Agency

County of San Mateo, Human Services Agency

WHEREAS, the Board of ^{Supervisors} ~~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
Rose Jacobs Gibson	President, Board of Supervisors


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
		

STATE OF CALIFORNIA
STANDARD AGREEMENT - ESTABLISHMENT GRANT

DEPARTMENT OF REHABILITATION

DR 336 (Rev. 04/97) Computer Generated

New

Agreement Number

Continuation:

2nd Year

3rd Year

4th Year

GRANTEE:

STATE OF CALIFORNIA
 Department of Rehabilitation
 2000 Evergreen Street
 Sacramento, California 95815

SUBGRANTEE: (Name & Address)

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

WITNESSETH: The California Department of Rehabilitation, hereinafter referred to as the Grantee or DR, hereby agrees to provide the public or private not-for-profit rehabilitation agency, hereinafter referred to as the Subgrantee, a conditional grant of federal funds that shall assist the Subgrantee to develop and maintain a program designed to provide vocational rehabilitation services to applicants or clients/consumers of the Grantee. The Subgrantee agrees to abide by the conditions of this grant as set forth in the Grants Procedural Handbook dated April 2001 (Rev.) and as incorporated in this standard agreement.

1. This agreement shall be effective June 1, 2003 and terminate May 31, 2004.
2. Expenditures under this agreement shall not be made for a period longer than 12 months, nor commence prior to June 1, 2003. Grantee may extend the period by prior written notification to the Subgrantee. No reimbursements shall be allowed for expenditures incurred after May 31, 2004.
3. The total expenditures under the terms of this agreement shall not exceed \$ 88,567 of which \$ 52,867 shall be federal funds provided by Grantee and the Subgrantee's share of \$ 35,700 of which \$ 14,308 shall be the local match requirement.
4. The following exhibits, as indicated below, are made a part of this agreement:

<p><input checked="" type="checkbox"/> Standard Grant Provisions (<u>Exhibit B</u>)</p> <p><input checked="" type="checkbox"/> DR324 Board Resolution authorizing acceptance of conditions of grant</p> <p><input checked="" type="checkbox"/> Program Narrative</p> <p><input checked="" type="checkbox"/> DR339 Personnel Budget & Reimbursement Request</p>	<p>DR337 Budget & Reimbursement Request -</p> <p>Remodeling</p> <p>Other Direct Expense</p> <p><input checked="" type="checkbox"/> Equipment</p> <p>Operating Expense</p>
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IN WITNESS WHEREOF, this agreement has been executed by the parties, hereto, this

day of _____, 20__

STATE OF CALIFORNIA	SUBGRANTEE
Chief, Community Resources Development Section 	Authorized Signature per Board Resolution
Jean Johnson, Manager, Fiscal and Business Services 	Title <u>Rose Jacobs Gibson</u> <u>President, Board of Supervisors</u>
	Federal Tax I.D. Number

Amount Encumbered \$67,175	Appropriation Support	Fund Gen \$52,867 Sp Dep \$14,308	Chapter 379	Statutes 2002	Item 5160-001-001 942-001-904
Federal Share: \$52,867	Fiscal Year 2002-2003	Category C	Org. Code 0713	Object Code 5032	
Subgrantee Share: \$14,308					

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

Signature of Accounting Officer

- | | | | |
|----------------------------|--------------------------|---------------------------|-------------------------|
| Copy 1-(Master) Grant File | Copy 2-State Controller | Copy 3-Accounting Section | Copy 4-Contract Section |
| Copy 5-Subgrantee | Copy 6-Grant Coordinator | Copy 7-Field Grant File | Copy 8-Pending Copy |

**STANDARD GRANT PROVISIONS
(ESTABLISHMENT GRANTS)**

1. DEFINITION OF TERMS

Pursuant to the authority of the Rehabilitation Act 34CFR361 of 1973 and 1998 amendments; and California Welfare and Institutions Code, Sections 19005 et seq, the following definitions shall be used for the purposes of this grant and the exhibits attached hereto.

A. Community Rehabilitation Program

- (a) "Community rehabilitation program" means a program that provides directly or facilitates the provision of one or more of the following vocational rehabilitation services to individuals with disabilities to enable those individuals to maximize their opportunities for employment, including career advancement:
- (1) Comprehensive rehabilitation services which shall include, under one management, medical, psychological, social, and vocational services.
 - (2) Testing, fitting, or training in the use of prosthetic and orthotic devices.
 - (3) Recreational therapy.
 - (4) Physical and occupational therapy.
 - (5) Speech, language, and hearing therapy.
 - (6) Psychiatric, psychological, and social services.
 - (7) Personal and work adjustment.
 - (8) Vocational training (in combination with other rehabilitation services).
 - (9) Evaluation or control of special disabilities.
 - (10) Assessment for determining eligibility and vocational needs, including evaluation for supported employment, development, and placement in jobs.
 - (11) Development of, and placement in, jobs.
 - (12) Job coaching services to enable a person with disabilities to obtain or maintain supported or competitive employment.
 - (13) Extended employment for persons with severe disabilities who cannot be readily absorbed into the competitive labor market.
 - (14) Personal assistance services.
 - (15) To the extent provided under federal law, services similar to the services described in paragraphs (1) to (13), inclusive.

(b) All medical and related health services shall be prescribed by, or under the formal supervision of, persons licensed to practice medicine or surgery in the state.

B. Public Subgrantee

A program organized and operated by a legally constituted taxing entity under the laws of the State of California, such as a county, city, township, community college, or school district, any unit of California state government, or a California state educational institution. **ALL OTHER** programs shall be defined as not for profit subgrantees.

C. Establishment of a Facility for a Community Rehabilitation Program

The term "establishment development, or improvement of a public or non profit community rehabilitation program" includes the acquisition, expansion, remodeling, or alteration of existing buildings necessary to adapt them to community rehabilitation program purposes or to increase their effectiveness for such purposes (subject, however, to such limitations as the Secretary may determine, in accordance with regulations the Secretary shall prescribe, in order to prevent impairment of the objectives of, or duplication of, other Federal laws providing Federal assistance in the construction of such facilities for community rehabilitation programs), and may include additional equipment and staffing as specified in the Request For Application.

D. Individual with a Disability

The term "individual with a disability" means an individual who has a physical or mental impairment which for such individual constitutes or results in a substantial impediment to employment and can benefit in terms of an employment outcome from vocational rehabilitation services provided pursuant to Titles I, II, III, VI and VIII of the Rehabilitation Act.

Further, the term "individual with a disability" means any person who has a physical or mental impairment which substantially limits one or more of such person's major life activities, has a record of such an impairment, or is regarded as having such an impairment.

2. GENERAL TERMS AND CONDITIONS

A. General Conditions:

- (1) PURPOSE: This grant shall enable Subgrantee to develop, or expand in accordance with the service narrative, services that shall enable the individual with a disability to maximize opportunities for employment, including career advancement.
- (2) APPROVAL: This Agreement is of no force or effect until signed by both parties. Subgrantee may not commence performance until such approval has been obtained.
- (3) AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- (4) ASSIGNMENT: This Agreement is not assignable by the Subgrantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- (5) AUDIT: Subgrantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subgrantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Subgrantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Subgrantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
- (6) INDEMNIFICATION: Subgrantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Subgrantees, subsubgrantees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subgrantee in the performance of this Agreement.

(7) DISPUTES: Subgrantee shall continue with the responsibilities under this Agreement during any dispute.

(8) TERMINATION FOR CAUSE: The State may terminate this Agreement upon 30 day written notice, and be relieved of any payments should the Subgrantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Subgrantee under this Agreement and the balance, if any, shall be paid to the Subgrantee upon demand.

(9) INDEPENDENT CONTRACTOR: Subgrantee, and the agents and employees of Subgrantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

(10) RECYCLING CERTIFICATION: The Subgrantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Subgrantee may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

(11) NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Subgrantee and its subsubgrantees shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family and medical care leave, and denial of pregnancy disability leave. Subgrantee and subsubgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee and subsubgrantees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in

full. Subgrantee and its subsubgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

(12) CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in document CCC201 are hereby incorporated by reference and made a part of this Agreement.

(13) TIMELINESS: Time is of the essence in this Agreement.

(14) COMPENSATION: The consideration to be paid Subgrantee, shall be expenses necessary to carry out the services in the grant, as represented in the grant budget, including staff salaries, payroll taxes and benefits.

(15) GOVERNING LAW: This grant is governed by and shall be interpreted in accordance with the laws of the State of California.

(16) CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the Subgrantee acknowledges in accordance with, that:

a). the Subgrantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and,

b). the Subgrantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

(17) UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

(18) Notwithstanding terms to the contrary, no provision of this grant shall be interpreted to authorize expenditures or reimbursements for items not in conformance with appropriate state or federal guidelines, laws, or regulations.

(19) SOURCE OF FUNDS: Subgrantee's share shall be a cash match from non-federal funds. The federal share shall be from funds allotted to the grantee (state rehabilitation agency) under Section 110 of the Rehabilitation Act, as amended.

(20) INSUFFICIENT FUNDS: It is mutually agreed that if sufficient funds are not appropriated for this service, this grant shall be invalid and of no further force or effect. In this event, the grantee (state) shall have no liability to pay any funds whatsoever to the subgrantee or to furnish any other considerations under this grant, and the subgrantee shall not be obligated to continue to perform under the provisions of this grant.

B. Notification

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

C. Laws, Regulations and Ordinances

Subgrantee shall 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. Subgrantees shall accept financial responsibility in the event of noncompliance.

Additional rules and regulations may apply. Grantees may access www.ols.dgs.ca.gov, Department of General Services, website for up to date information.

D. Client Assistance Program

The subgrantee is required to notify Department of Rehabilitation consumers in writing of the existence of the Client Assistance Program (CAP). CAP is a free service, which can provide information and help the consumer if the consumer feels that they are not receiving the assistance or services they should. CAP can be reached toll free at 1-800-952-5544.

E. Assurance of Compliance with Section 504

The subgrantee (hereinafter called the "recipient") HEREBY AGREES THAT it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable ED regulation (34 CFR, PT. 104) and all guidelines and interpretations issued pursuant thereto.

Pursuant to 34 CFR, Sec. 104.5a, the recipient gives this assurance in consideration of and for the purpose of obtaining any/all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Education after the date of this assurance, including payments or other assistance made after such date on applications for federal financial assistance that were approved before such date. The recipient recognized and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States will have the right to enforce this assurance through lawful means.

This assurance obligates the recipient for the period during which federal financial assistance is extended to it by the Department of Education or, where the assistance is in the form of real or personal property, for the period provided for in 34 CFR, Sec. 104.5b.

3. SPECIFIC STATUTES AFFECTING GRANT

As applicable, subgrantees shall comply with:

Executive Order 11246 - "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60)

Architectural Barriers Act 42 USC §4151 et seq.
Nondiscrimination on the basis of handicap.

Americans With Disabilities Act (ADA) P.L. 101-336

29 USC 776 General Grant and contract requirements.

Copeland "Anti-Kick-Back Act" (18 U.S.C. §674) as supplemented in Department of Labor regulations (29 CFR, Part 5)

Contract Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.) and Department of Labor supplementing regulations (29 CFR, Parts 5 and 1926)

Clean Air and Water Acts as amended (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251 et seq.)

Subgrantee shall report to the grantee all suspected or reported violations of the above regulations.

BENEFITS PLANNING SERVICE NARRATIVE OUTLINE

ACCOMPLISHMENTS – YEAR 1

At the Department of Rehabilitation, San Mateo County Vocational Rehabilitation Services (VRS) is happy to state that benefits planning services has been a valuable addition to the vocational rehabilitation services provided in the San Mateo County area. The numbers of clients referred and the numbers served have been close to the number projected in the original establishment grant application. Local Department of Rehabilitation Counselors, Supervisors, and DOR clients have continually expressed satisfaction with the information presented in the benefits planning services and have expressed continuation of this establishment grant service.

I. SERVICE TO BE PROVIDED:

San Mateo County Vocational Rehabilitation Services (VRS) offers a variety of services and interventions that assist persons with mental health and other disabilities receiving Social Security disability benefits to find and maintain employment. However, misunderstanding and fear of losing benefits often prevents clients from pursuing or maintaining employment. VRS will continue benefits planning services that will help this population to negotiate the challenging maze of SSA work incentives, overpayment adjustments, health care coverage, and housing support issues.

The benefits planning service is modeled on a successful collaborative demonstration project with the Department of Rehabilitation (DOR), namely *Individual Self-Sufficiency Planning (ISSP)*. The proposed services will expand availability of benefits planning to DR authorized clients in San Mateo County.

Benefits Planning will continue to serve all of San Mateo County. San Mateo County is within the Department of Rehabilitation's San Francisco District. Clients from the San Mateo, San Bruno, and Menlo Park offices of the district will be served. To improve access for DOR clients, the project staff will provide consultation at different sites within the County. Project sites include VRS (co-located at Central PeninsulaWorks), PeninsulaWorks sites in Redwood City, Menlo Park, and Daly City, community rehabilitation agencies, and the DR offices.

DOR applicants and clients, who are able to pursue employment planning and/or maintain employment, may face a number of barriers related to Social Security and other benefits. With a better understanding of work incentives and regulations around health care and housing issues, they may be able to increase their self-sufficiency and advance in their careers. Employment can also build self-sufficiency and improve the quality of life of both the clients and their families. For DOR clients with mental health and other disabilities, successful rehabilitations are more likely to occur when education and clarification around benefits is followed by informed choices. Services will be provided to pre-plan as well as plan status DOR clients.

II. OUTCOMES:

Outcome 1: 140 DOR clients will be referred to benefits planning services.

Outcome 2: 100 DOR clients will be served with benefits planning.

Outcome 3: As a result of benefit planning, 50 DOR clients will utilize Social Security Work Incentives.

It is anticipated that roughly ½ of DOR clients will not yet be employed and may be in either pre or post-plan DOR status. The other ½ will be employed at the time of referral, but may require benefits planning assistance to encourage job retention. For unemployed clients, outcomes will be related to obtaining work and retaining employment for a successful rehabilitation (26 closure). For employed clients, outcomes will be related to implementing work incentives and employment retention strategies for a successful rehabilitation (26 closure). A continuum of benefits planning services, described in detail under Methodology, will be delivered to an estimate 140 DOR authorized clients. Numbers are anticipated to increase in future years due to outreach efforts, and will be reimbursed by fee for service and other funding sources.

1. *Referral*: 140 DOR clients per year (35 per quarter)
2. *Intake, Benefits Analysis, and Consultation*: 100 DOR clients per year (25 per quarter). Of the 140 above referred DOR clients, 100 will proceed, with authorization, into this service category.
3. *Benefits Planning and Advocacy*: 95 DOR clients per year (24 per quarter) Of the 140 above referred DOR clients, 95 will proceed , with authorization in this service category.

For the approximately 70 clients who are not employed at the time of referral, a.) at least 50 (71%) will have sufficient benefit information and assistance to accept employment placement within 6 months; and b.) at least 40 (57%) will achieve successful rehabilitation (26 closure).

For the approximately 70 clients who are employed at the time of referral, a.) at least 50 (71%) will utilize some form of work incentives through benefits planning assistance; and b.) at least 60 (86%) will achieve successful rehabilitation (26 closure).

Outcomes will be evaluated quarterly utilizing the DR 329 form.

III. METHODOLOGY

Services will be provided to Department of Rehabilitation applicants and clients from San Mateo County, including residents served at DOR offices in San Mateo, San Bruno, and Menlo Park. DOR counselors may refer clients in pre-plan status assessment for benefits planning in order to understand the impact of work on benefits. DOR clients in plan status, and /or those already in employment, may also be referred for assistance with work incentives and other issues, ie. impact on medical benefits, housing, etc.

A continuum of service will be available as needed:

1. Intake, Information and Referral

All clients will receive a comprehensive intake. This will include an assessment of the client's SSA status, current work incentives in place, current earnings, any overpayments that may exist and other potential benefits challenges. Status of other benefits and supports will also be assessed, as needed. Following this intake, clients will be provided with answers to their basic questions about benefits, work incentive, and health insurance coverage. Clients will be provided with a copy of the handbook developed by VRS entitled *A Consumer Guide to SSI and SSDI: Basic Facts You Need To Know*. Clients may also be referred to other providers, for available service or to receive further information about their benefits. If clients are seen at PeninsulaWorks One Stop locations, some of these resources and services are co-located for easy access.

2. Benefits Analysis and Consultation

For clients who are faced with upcoming changes or challenges regarding their benefits, staff will conduct a thorough analysis. This process will research and examine all benefits, entitlements, subsidies, and services, as well as the impact work will have on the level of payment and continuation of eligibility and/or benefits. The Benefits Planner may also consult with SSA staff. After this analysis, staff will share this information with the client through a face-to-face consultation and will prepare a written summary report for both the client and DOR counselor. The VRS *Consumer Guide* contains forms used for record keeping and calculating benefits. Staff will orient clients to these materials, so that they can do their own tracking and reporting of income and resource limits. This will allow beneficiaries to plan ahead when their work begins, increases, or changes. This will help avoid underpayments and overpayments, and help assure that crucial health insurance coverage is maintained.

2. Benefits Planning and Advocacy

Some DR clients will require more intensive and ongoing services on a case-by-case basis. This may be to access work incentives through SSI and SSDI, consult with SSA staff, or provide linkage and advocacy related to housing (ie. HUD supportive housing and Section 8) and health insurance (ie. Medi-Cal, Medi-Cal share of cost and Working Disabled 250% MediCal, and Medicare). Information and linkage to other incentives such as the Earned Income Tax Credit also may be provided. Staff will provide monthly progress reports to DOR until issues are resolved and the case is closed. This report will highlight any ongoing problems and developments, and will note expected further service hours that will be needed by the client. After a case is closed, a DOR counselor may re-

refer the client and authorize additional hours of service, if subsequent assistance is required.

Upon referral and authorization of a new DOR client, the planner will assess the status of SSA benefits and other pertinent information such as Medi-Cal, Medicare, welfare, housing and other benefits. All DOR clients will receive a complete intake that also offers key information and referral services. As needed, some DOR clients will also receive more intensive services, including benefits consultation and benefits planning and advocacy. This continuum of services will be tailored to meet the unique needs of each DOR client. A monthly progress report for all open cases will be sent to the referring DOR counselor, noting progress in benefits planning, issues to be covered, problem areas, and estimated needs for further benefits planning.

An average of 16 hours of services will be provided per DOR client. This will include 13 hours of direct services, including: face-to-face contact, research and analysis, advocacy, referral, and information sharing with DOR, SSA, and benefits/resource providers. The balance of time (3 hours) will be for indirect services such as individualized case research and developing reports.

VRS will recruit and hire a Human Service Analyst II as a Benefits Planning Specialist to provide the proposed benefits planning activities. With the ISSP demonstration project, VRS is able to provide benefits planning services to over 100 clients participating in research. The proposed benefit planning services will allow VRS to serve a broader pool of DOR clients.

DOR applicants and clients who are able to find employment may face a number of barriers related to Social Security and other benefits. Without fear of losing benefits such as health insurance, they may be able to increase their self-sufficiency and advance their careers. Employment can also build self-esteem and improve the quality of life of both the client and their family. For clients with mental health disabilities, work may improve their emotional stability and quality of life and reduce the need for publicly funded mental health services.

IV. BUDGET

Staffing

VRS will recruit, hire, and train a Human Service Analyst II as a Benefits Planning Specialist (1.0FTE) to provide the proposed benefits planning activities to DOR authorized applicant/clients.

Duties/functions may include, but are not limited to:

- Education and consultation around the impact of work on benefits (Social Security, Healthcare, Housing)

- Education and assistance with work incentives (e.g. Plan for Achieving Self Support (PASS) and Impairment Related Work Expenses (IRWE) 1619 ab Medi-cal, etc.)
- Assistance with data collection and coordination of benefits with SSA staff (e.g. Status of Trial Work Period, Extended Period of Eligibility (EPE) status, overpayment status) and other benefit or resource/service providers (e.g. Medi-Cal, Medicare, housing, welfare, VA, etc.)
- Education, assistance, and advocacy with reporting responsibilities, record keeping systems, and other benefits maintenance management.
- Assistance with Continuing Medical and Disability Reviews and eligibility re-determination.
- Assistance with implementation of the Easy Back On provision for beneficiaries who have stopped benefits due to earnings and then become ill
- Communication with DOR counselor and report preparation

Minimum Qualifications – Any combination of education and experience that would likely provide the required knowledge, skills and abilities to perform the functions – A typical way to qualify is : BA degree in a human service, accounting, social science, education, or related field. Relevant professional level experience may substitute for the education on a year for year basis, to a maximum of two years. Knowledge of public benefits programs, Social Security regulations, and employment issues face by persons with serious disabilities will be highly preferred.

Equipment

The Benefits Planning Specialist will accommodate DOR clients by seeing them at many sites throughout San Mateo County. Therefore, it is essential that a Dell LCD Projector be purchased. This unit, added with the laptop computer that was purchased in Year 1, will allow the Benefits Planning Specialist to make presentations to clients, counselors, and SSI Administrators to help in the advancement of knowledge in the area of Benefits Planning.

Remodeling

NA

Cash Match

The source of the cash match is from County General Fund monies. No Federal dollars will be used.

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> County of San Mateo, Human Services	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i> Rose Jacobs Gibson, President, Board of Supervisors	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

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

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

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

4. UNION ORGANIZING Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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


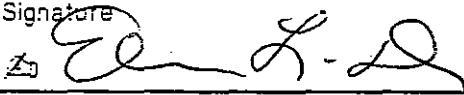


8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

GRANT/CONTRACT SIGNATURE AUTHORIZATION


DR 325 (Rev. 11/98)

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 2000 Evergreen Street Sacramento, California 95815	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) County of San Mateo, Human Services Agen 550 Quarry Road San Carlos, CA. 94070
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature 	Name (Please Type or Print) Roberto Manchia	Title (Please Type or Print) VRS Program Manager II
Signature 	Name (Please Type or Print) Elsa Dawson	Title (Please Type or Print) Central Region Manager II
Signature 	Name (Please Type or Print) Glen Brooks	Title (Please Type or Print) Central Region Director
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) Rose Jacobs Gibson San Carlos, CA 94070	Date Signed
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