

CARI NETWORK CONTRACT AGREEMENT

This Agreement made between the **California Alliance of Rehabilitation Industries ("CARI")** and **San Mateo County Human Services Agency – the WorkCenter ("CRP")**.

The Community Rehabilitation Program (CRP) desires to participate in the CARI program under the terms and conditions set forth in this Agreement.

1. **Representation:** CARI will act as exclusive agent for CRP with respect to negotiation and procurement of a contract with all California State Department in (the Agency) for a potential contract identified as (identification of product or service--the "Contract").

2. **CARI Responsibilities:** In connection with this Contract, CARI agrees to:
 - A. Provide documentation necessary to price Contract and technical assistance consisting of price quotation reviews.
 - B. If Contract is secured, provide site inspections, and problem resolution related to Contract as necessary to ensure a high probability of contract renewal. However, CARI does not warrant or guarantee that the Contract will be obtained or renewed.

3. **CRP Responsibilities:** *In connection with this Contract and all renewals*, CRP agrees to:
 - A. Pay fees according to the following Administrative Fee schedule. See CARI Fee Schedule.
 - B. Ensure persons with handicapping conditions are employed for no less than 75% of direct labor hours on Contract.
 - C. Complete Contract Status Production Reports as requested by CARI.
 - D. Meet all Contract requirements in a timely manner.
 - E. Provide evidence of adequate liability insurance coverage, or self insurance or a combination there of but no less than one (1) million dollars of general liability and property damage coverage.
 - F. **Submit evidence** at or prior to the time the Contract is awarded **reconfirming compliance** with all terms covered in Section 2, A of the Network Participation Agreement.

4. **Independent Status:** It is understood that CARI is an independent contractor acting as a liaison in the performance of this Agreement. Each party shall assume full responsibility for payment of all federal, state, and local taxes, contributions, and/or special levies imposed or required under unemployment insurance, social security, income tax, and/or other laws with respect to the performance of obligations under this Agreement or under any other contracts obtained by CARI for the CRP.

*For Applicable Multi-Year Contracts – See CARI Fee Schedule for details.

5. **Right to Act as Liaison:** Each party warrants that it is not subject to any restrictions which would prevent it from entering into or carrying out the provisions of this Agreement.

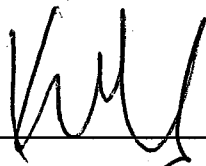
6. **Terms:** This Agreement shall be for a period commencing with the effective date of this Agreement until contract referenced in Section 1 above is either secured, awarded to another entity, or negotiations discontinued. CRP's obligations to pay the administrative fee due CARI, through the contract expiration date, shall survive any termination of this agreement.

7. **Termination:** This Agreement may only be terminated by the mutual consent of both parties or by:
- A. The CRP - if the CRP notifies CARI in writing of its intent to withdraw from performing under the Contract. If this action is taken, CRP agrees not to enter into negotiations directly with Agency regarding specific product/service as discussed in paragraph 1 above, or any similar contract which it obtains with the Agency within one year from the date of such termination.
 - B. CARI - in the event that there is evidence that the CRP is not in compliance with the Network Participation Agreement and/or the preceding section 3 of this Agreement: Any termination by CARI shall be effective five days after notice in writing identifying the reason for termination is given to the CRP, and the CRP has failed to cure the noncompliance within that time.
8. **Amendment:** This Agreement may be amended only by a written document signed by both parties.
9. **Partial Invalidity:** If any part of the Agreement, other than the payment of administrative fee, is declared invalid or void, the remaining provisions shall remain in full force and effect.

The parties have made and executed this Agreement to be effective on April 1, 2004

By: **California Alliance of Rehabilitation Industries**

By: **San Mateo County Human Services Agency – the WorkCenter**



Signature

Name: Keith York

Title: VP Business Development

Date: 3/19/04

Signature

Name: _____

Title: Board of Supervisors

Date: _____

CARI NETWORK PARTICIPATION AGREEMENT

This Agreement is made between the California Alliance of Rehabilitation Industries ("CARI") and the San Mateo County Human Services Agency – the WorkCenter ("CRP"). The Community Rehabilitation Program (CRP) desires to participate in the CARI qualified community-based rehabilitation program network under the terms and conditions set forth in this Agreement.

1. **DESCRIPTION OF NETWORK:** CARI has established a network of qualified CRPs whose products and services are marketed by CARI to state agencies, cities, counties, districts and other political subdivisions in California (public entities). Permissive legislation encourages such entities to purchase products and services from CRPs without advertising or calling for bid. CARI is the marketing program, which represents the network to contracting entities.

2. **REQUIREMENTS FOR PARTICIPATION:** One of the most important aspects of the CARI network is the relationship between CARI and the CRP. It is the firm belief that maintaining good relationships with network members is critical to the success of their individual businesses and the collective objective of enhancing work opportunities for persons with disabilities. However, the CRP must also satisfy several requirements (itemized in Eligibility Criteria) at all times in order to participate in the network and for so long as may be necessary to satisfy the statutory or contractual requirements for the contracting public entity. The CRP attests that it conforms to the following requirements for participation in the network as noted below, and will continue to do so for the term of this agreement:
 - A. It complies with all applicable regulations of the US Department of Labor and State Department of Industrial Relations.
 - B. It holds appropriate licenses and/or certifications.
 - C. During the life of a contract obtained through CARI, any additional references gained through that particular government entity would be referred back to CARI to facilitate expanded contract opportunities.
 - D. Within the five (5) years immediately preceding this agreement (or since incorporation if operational less than 5 years) it has:
 - Not entered into practices that constitute unfair competition, and have
 - No history of unfair labor practices.
 - E. Agrees to terms of the CARI standard Network Contract for each contract opportunity which includes:
 - Abiding by the terms and conditions according to the "Administrative Fee" and Participation fee schedule. See Attachment #1
 - Authorizing CARI as its liaison for the procurement of contracts with public entities and private enterprises for commodities and/or services to be supplied by network members.
 - Agreement to not independently compete for any contract secured by CARI and produced by a network member, and
 - Ensure that persons with disabilities are employed for no less than 75% of direct labor hours on contracted work secured under WIC 19404.
 - F. It will comply with additional requirements imposed for obtaining contracts.

3. **SERVICES PROVIDED TO CRP:** CARI agrees to develop a marketing program directed to state agencies, cities, counties, districts and other political subdivisions in California and to sell the services available from network members to such entities. Specific areas for focus will include but not necessarily be limited to:
 - A. Maintain a focus at a state level of network capabilities, submitting data to public agencies regarding the capabilities and qualifications of the CRP.
 - B. Secure proposals for bid by the CRP.
 - C. Evaluate qualifications and capabilities of the CRP to assist the CRP in maintaining its eligibility.
 - D. Submit recommendations to the CRP regarding suitable commodities and services for development.
 - E. Provide technical assistance consisting of price quotation reviews, site inspections, and problem resolution related to potential and/or secured contracts.

4. **INDEPENDENT STATUS:** It is understood that CARI is an independent contractor acting as a liaison in the performance of this Agreement. Each party shall assume full responsibility for payment of all federal, state, and local taxes, contributions, and/or special levies imposed or required under unemployment insurance, social security, income tax, and/or other laws with respect to the performance of obligations under this Agreement or under any other contracts obtained by CARI for the CRP.

5. **RIGHT TO ACT AS LIAISON:** Each party warrants that it is not subject to any restrictions which would prevent it from entering into or carrying out the provisions of this Agreement.

6. **TERMS:** This Agreement shall be for a period of three (3) years, commencing with the effective date hereof, provided however, that this agreement shall be deemed automatically renewed under the same terms and conditions for an additional year unless written notice on non-renewal is submitted to the other party within sixty (60) days of the annual date of this contract. CARI's rights to the administrative fee due under any contracts shall survive termination of this agreement.


7. **TERMINATION:** Either party may terminate this Agreement at any time, for any reason, by providing sixty (60) days written notice to the other party. In the event of such termination either under this section or the preceding Section 6 of this agreement, the parties shall not be released from their obligations according to specific Contract Agreements that may be in force. However, if the CRP fails to satisfy any participation requirements in paragraph 2, CARI may immediately suspend the CRP's rights to participate in the network until such failure is corrected to CARI's reasonable satisfaction.

8. **AMENDMENT:** This Agreement may be amended only by a written document signed by both parties.

The parties have made and executed this Agreement to be effective on April 1, 2004

By: **CALIFORNIA ALLIANCE OF REHABILITATION INDUSTRIES (CARI)**

By: San Mateo County Human Services Agency – The WorkCenter



Signature

Signature

Name: Keith York

Name: _____

Title: VP Business Development

Title: Board Of Supervisors

Date: 3/19/04

Date: _____