

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 31722	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTOR NAME

Tahoe Truckee Unified School District

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$202,080.00 Certified Expenditure \$129,324.00

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit A.1	Contractor's Program Scope of Work	11
Exhibit B	Budget Detail and Payment Provisions	4
+ -	Exhibit B.1 Contractor's Program Budget(s) and Narrative(s)	14
+ -	Exhibit C* General Terms and Conditions GTC 04/2017 (Dated 04/2017)	1
+ -	Exhibit D Special Terms and Conditions (Attached hereto as part of this agreement)	8
+ -	Exhibit E Additional Provisions - Federally Funded Agreements	3
+ -	Exhibit F Additional Provisions - Cooperative/Case Services	3
+ -	Exhibit G Additional Provisions - Contract Monitoring and Reporting	1

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Tahoe Truckee Unified School District

CONTRACTOR BUSINESS ADDRESS

11603 Donner Pass Road

CITY

Truckee

STATE

CA

ZIP

96161

PRINTED NAME OF PERSON SIGNING

Carmen Diaz Ghysels

TITLE

Superintendent Chief Learning Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID: 5160-31722

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

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AGREEMENT NUMBER 31722	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTING AGENCY ADDRESS

721 Capitol Mall, 6th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Carmen Diaz Ghysels

TITLE

Superintendent Chief Learning Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A
(Standard Agreement - Subvention)**

1. PURPOSE

Subvention: VR Third Party Cooperative/Case Service Agreements: Transition Partnership Program

2. AUTHORITY

Legislation: Rehabilitation Act of 1973, as amended, Title I, Parts A and B, Sec. 100-111; 29 U.S.C. 720-731.

Regulations: 34 CFR 361.28

Assistance Listing Number: 84.126

3. CONTRACT REPRESENTATIVES

Direct all inquiries during the term of this Agreement to the Contract Administrators listed herein:

<u>Department of Rehabilitation</u>	<u>Tahoe Truckee Unified School District</u>
Seanna Sanfilippo Northern Sierra District Office 721 Capitol Mall, Suite 110 Sacramento, CA 95814 Phone: (916) 558-5341 Fax: (916) 558-5303 Email: Seanna.Sanfilippo@dor.ca.gov	Eileen Driscoll-Norman 11603 Donner Pass Road Truckee, CA 96161 Phone: (530) 582-2567 Fax: (530) 582-2566 Email: edriscoll-norman@ttusd.org

4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

EXHIBIT A.1
Cooperative Contract
Tahoe Truckee Unified School District
Transition Partnership Program

SCOPE OF WORK

I. Introduction

This Cooperative Contract is designed to jointly serve the mutual Transition Partnership Program (TPP) students/Department of Rehabilitation (DOR) clients receiving services from the Northern Sierra District DOR and the Tahoe Truckee Unified School District (TTUSD). Staff and resources are combined to provide vocational rehabilitation services through this Transition Partnership Program.

The following high school sites will be served under this Cooperative Contract: Truckee High School, North Tahoe High School, Sierra High School, Cold Stream Academy, and Tahoe Truckee Community School.

Students with significant disabilities (ages 16-21) may be referred to DOR as a Potentially Eligible (PE) or VR TPP student/DOR client two to three years prior to high school exit. TPP staff from TTUSD will work closely with the DOR Counselor throughout the referral, eligibility, planning, and follow-up processes to ensure coordinated service provision that will lead to successful employment outcomes. Cooperative processes include: sharing of pertinent TPP student/DOR client information to assist in evaluation and planning; collaborative planning meetings and the sharing of written progress reports; linkages to school-based vocational training programs and other support resources for in-school and out of school TPP students/DOR clients.

Student Services provided will include Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experiences, Instruction in Self Advocacy, and Counseling on Post-Secondary Education. Vocational Rehabilitation (VR) Services provided will include: Employment Preparation; Job Development, Placement, and Follow-up; and Short-Term Supports.

A TPP may provide DOR student services to TPP students/DOR clients who are not younger than 16 or older than 21 years, unless the student is participating in a special education program and receiving services beyond the age of 21 (for students participating in secondary education programs such as adult transition programs), but not beyond the point at which a secondary school student exits their special education program.

The TPP contractor will provide information to the TPP students/DOR clients with ID/DD ages 16-21 regarding Employment First, opportunities for employment, and supports to achieve Competitive Integrated Employment.

Services will also be made available to DOR Consumers of Blind Field Services (BFS) District as appropriate.

DOR STUDENT SERVICES

For fiscal year 2021-2022, a total of 22 unduplicated TPP students/DOR clients will receive DOR Student Services through this cooperative contract.

It is expected that 8 TPP students/DOR clients will be referred for DOR Student Services.

For fiscal year 2022-2023, a total of 22 unduplicated TPP students/DOR clients will receive DOR Student Services through this cooperative contract.

It is expected that 8 TPP students/DOR clients will be referred for DOR Student Services.

For fiscal year 2023-2024, a total of 22 unduplicated TPP students/DOR clients will receive DOR Student Services through this cooperative contract.

It is expected that 8 TPP students/DOR clients will be referred for DOR Student Services.

VOCATIONAL REHABILITATION (VR) EMPLOYMENT SERVICES

For fiscal year 2021-2022, a total of 8 unduplicated DOR clients will receive Vocational Rehabilitation (VR) Employment Services through this cooperative contract.

It is expected that 7 individuals will be referred for VR Employment Services.

As a result of VR Employment Services provided through this contract, it is expected that DOR will:

- Close 5 cases successfully employed

For fiscal year 2022-2023, a total of 8 unduplicated DOR clients will receive Vocational Rehabilitation (VR) Employment Services through this cooperative contract.

It is expected that 7 individuals will be referred for VR Employment Services.

As a result of VR Employment Services provided through this contract, it is expected that DOR will:

- Close 5 cases successfully employed

For fiscal year 2023-2024, a total of 8 unduplicated DOR clients will receive Vocational Rehabilitation (VR) Employment Services through this cooperative contract.

It is expected that 7 individuals will be referred for VR Employment Services.

As a result of VR Employment Services provided through this contract, it is expected that DOR will:

- Close 5 cases successfully employed

II. Services to be Provided

DOR Student Services

TPP DOR Student Services are a coordinated set of services available for students with disabilities, to provide transition services to students from the age of 16 through 21. DOR Student Services may be delivered in a classroom, community, or individual setting. Upon TPP student/DOR client exit from high school, TPP DOR Student Services will end.

The coordinated DOR Student Services activities shall include DOR, the school, and other appropriate agencies that may provide services to the TPP student/DOR client including Regional

Centers, the One Stop system, and Social Security administration. DOR Student Services are based upon the individual TPP student/DOR client needs, taking into account the student's preferences and interests, and shall include instruction, community experiences.

The following DOR Student Services are designed to be provided under the auspices of a DOR third-party cooperative agreement and individualized to each TPP student/DOR client needs and interests.

The services described in sections A-E are DOR Student Services, designed to support students with disabilities in exploring transition from school and preparing for successful employment and/or postsecondary education.

DOR Student Services are available to students who are potentially eligible or students who have been determined eligible for VR services. Students participating in DOR Student Services through this contract will primarily be provided services as potentially eligible. Students who require additional services to participate in DOR Student Services may need to apply for VR services. Students who have been determined eligible for the VR services may be provided with DOR Student Services either pre- or post- (Individual Plan for Employment) IPE development.

A. DOR Student Services Job Exploration Counseling

1. Description of Service

Job Exploration Counseling services provide an individualized, timely, and systematic process by which a participant seeking employment gains knowledge of career paths and job opportunities and learns to identify strengths, barriers to employment, viable vocational options, and objectives necessary to achieve one or more employment goals. Job Exploration Counseling will be provided in conjunction with the counseling provided by the DOR counselor. Job Exploration Counseling may include discussion, analysis, or information on:

- The local labor markets
- In-demand industries and occupations
- Non-traditional employment options
- Interest in post-secondary training or education
- Career aptitude, career skills, and vocational interest inventories
- The participant's vocational interest inventory results
- Identification of career pathways of interest to the participant, and the skills and qualifications necessary to be successful in these occupations.
- The participant's prior work experience and transferable skills
- Career speakers

Reporting of job exploration activities completed, findings, and recommendations will be provided to the referring DOR Counselor.

The TPP Program Manager, TPP Employment Specialist, TPP Program Assistant, and TPP Teacher(s) will provide Job Exploration Counseling.

2. Service Goals/Number to be served

During fiscal year 2021-2022, it is expected that:

- There shall be 18 TPP students/DOR clients who receive Job Exploration Counseling services.

During fiscal year 2022-2023, it is expected that:

- There shall be 18 TPP students/DOR clients who receive Job Exploration Counseling services.

During fiscal year 2023-2024, it is expected that:

- There shall be 18 TPP students/DOR clients who receive Job Exploration Counseling services.

B. DOR Student Services Workplace Readiness Training

1. Description of Service

Workplace Readiness Training services consist of instruction with curricular supports which can be provided in a classroom, group, or individual setting. Workplace readiness skills are a set of skills and behaviors that are necessary for any job. This secondary school instruction is intended to support goals and objectives and will typically be provided until the student exits the secondary school system, in accordance with the needs and informed choice of the student. Workplace Readiness training can be provided through instruction or other activities where the student can learn and apply the knowledge.

Workplace readiness training may include, but not is limited to, training in the following subject matters:

- Soft skills needed for successful employment including:
 - Communication with coworkers
 - Attitudes about work
 - Decision making while on the job
 - Conflict resolution skills
 - Problem solving techniques
 - Appropriate workplace written communication skills
- Interviewing techniques
- Resume development
- Application preparation
- Appropriate work behaviors including:
 - Grooming and hygiene while on the job
 - Use of a cell phone
 - Social media professionalism
 - Maintaining a healthy lifestyle while at work
 - Time management
 - Developing friendships with coworkers
 - Community safety
- Employer expectations such as punctuality and performance
- Relevant work practices
- Travel training
- Financial literacy
 - Money management
 - Assistance in becoming knowledgeable regarding the impact of employment on a participant's disability and benefits

Reporting on workplace readiness training activities will be provided to the referring DOR counselor.

The TPP Program Manager, TPP Employment Specialist, TPP Program Assistant, and TPP Teacher(s) will provide Workplace Readiness Training.

2. Service Goals/Number to be served

During fiscal year 2021-2022, it is expected that:

- There shall be 18 TPP students/DOR clients who receive Workplace Readiness Training services.

During fiscal year 2022-2023, it is expected that:

- There shall be 18 TPP students/DOR clients who receive Workplace Readiness Training services.

During fiscal year 2023-2024, it is expected that:

- There shall be 18 TPP students/DOR clients who receive Workplace Readiness Training services.

C. DOR Student Services Work-based Learning Experiences:

1. Description of Service

Work-based learning experiences use real work settings to provide participants with an opportunity to explore work in a competitive integrated environment. Work-based learning experiences provide participants with the knowledge and skills that will help them connect school experiences to real-life work activities and future career opportunities. Participants may participate in more than one work-based learning experience, as appropriate for the participant. Work-based learning experiences are intended to be temporary placements to gain experience in the workplace. They may also result in the development of any of the following: vocational direction, appropriate work attitudes, ethics, interpersonal skills, speed, and accuracy, foundational employment skills.

Work based learning experiences include work experience services consisting of short-term placements both on and off campus and monitoring the participant's performance in the work environment. Work experience may include:

- Paid/unpaid internships
- Paid/unpaid placement
- Summer work experience
- Apprenticeships (informal)
- Informational interviews
- Workplace tours
- Job shadowing

Any paid or non-paid work experience activities will be in compliance with the Department of Labor regulations. Work Experience supervisors will evaluate participants and submit written reports to the DOR counselor on a monthly basis.

The TPP Program Manager, TPP Employment Specialist, and TPP Program Assistant will provide Work-based Learning Experiences.

2. Service Goals/Number to be served

During fiscal year 2021-2022, it is expected that:

- There shall be 18 TPP students/DOR clients who receive Work-based Learning Experiences services.
- 9 TPP students/DOR clients will participate in a Work Experience placement.

During fiscal year 2022-2023, it is expected that:

- There shall be 18 TPP students/DOR clients who receive Work-based Learning Experiences services.
- 9 TPP students/DOR clients will participate in a Work Experience placement.

During fiscal year 2023-2024, it is expected that:

- There shall be 18 TPP students/DOR clients who receive Work-based Learning Experiences services.
- 9 TPP students/DOR clients will participate in a Work Experience placement.

D. DOR Student Services Instruction in Self-Advocacy

1. Description of Service

Instruction in Self-Advocacy services may be provided in a classroom, group, or individual setting to assist participants to effectively communicate, convey, negotiate, or assert his/her own interests and/or desires. Instruction may be provided through mentorships including peer, disability, or group mentoring. Self-Advocacy instruction may train participants in the following skills as they relate to successful employment:

- Self-awareness
- Disability understanding and disclosure
- Self-determination
- Setting goals
- Reasonable accommodation factors
- Utilizing available resources and support systems
- Taking a leadership role in the IEP, 504, or other person-centered planning process
- Positive self-talk
- Understanding workplace rights
- Understanding workplace responsibilities
- Effective communication and interpersonal skills

Reporting on Self-Advocacy instruction activities will be provided to the referring DOR counselor.

The TPP Program Manager, TPP Employment Specialist, TPP Program Assistant, and TPP Teacher(s) will provide Instruction in Self Advocacy.

2. Service Goals/Number to be served

During fiscal year 2021-2022, it is expected that:

- There shall be 18 TPP students/DOR clients who receive Instruction in Self Advocacy services.

During fiscal year 2022-2023, it is expected that:

- There shall be 18 TPP students/DOR clients who receive Instruction in Self Advocacy services.

During fiscal year 2023-2024, it is expected that:

- There shall be 18 TPP students/DOR clients who receive Instruction in Self Advocacy services.

E. DOR Student Services Counseling on Post-Secondary Education

1. Description of Service

Counseling on post-secondary education services include instruction with curricular supports which can be provided in a classroom, group, or individual setting. Participants interested in careers requiring post-secondary education may receive guidance on how skill development and knowledge relate to future opportunities in post-secondary education settings and employment. Counseling on post-secondary education may include instruction in the following subject matters:

- Explore career & post-secondary education options
- Learn about career pathways
- Discover post-secondary education resources and disability support services
- Assist with application/ enrollment process
- Identify financial aid options
- Identify technology needs
- Attend college fairs & tours

The TPP Program Manager, TPP Employment Specialist, and TPP Program Assistant will provide Counseling on Post-Secondary Education.

2. Service Goals/Number to be served

During fiscal year 2021-2022, it is expected that:

- There shall be 18 TPP students/DOR clients who receive Counseling on Post-Secondary Education services.

During fiscal year 2022-2023, it is expected that:

- There shall be 18 TPP students/DOR clients who receive Counseling on Post-Secondary Education services.

During fiscal year 2023-2024, it is expected that:

- There shall be 18 TPP students/DOR clients who receive Counseling on Post-Secondary Education services.

Vocational Rehabilitation Employment Services

Vocational Rehabilitation (VR) Employment Services assist a DOR client prepare for, obtain, and retain employment. A continuum of services provides guidance and direction to a DOR client in the development of job search techniques and appropriate work-related behaviors that will enhance the client's employability. VR Employment Services components provide assistance in the development

of job search skills, coordination of job search activities, and identification of appropriate job openings. Services are designed to support DOR clients and employers in achieving successful employment.

F. Employment Preparation

1. Description of Service

Employment Preparation services will be in concert with the DOR IPE to support plan activities, goals and objectives.

Activities may include instruction regarding techniques for obtaining and maintaining employment, such as:

- Mock Interviewing
- Tailored resume development
- Job Search techniques related to the vocational goal
- Assistance with completing applications specific to the vocational goal
- Appropriate work behaviors/soft skills
- Relevant work practices specific to the vocational goal
- Appropriate grooming and hygiene
- Self-Advocacy
- Identification of additional support needs
- Assistance in becoming knowledgeable regarding the impact of employment on a TPP student's/DOR client's disability and benefits

Reporting on employment preparation activities will be provided to the referring DOR counselor on a monthly basis.

The TPP Program Manager, TPP Employment Specialist, and TPP Program Assistant will provide Employment Preparation.

2. Service Goals/Number to be served

During fiscal year 2021-2022, it is expected that:

- There shall be 7 DOR clients who receive Employment Preparation services.

During fiscal year 2022-2023, it is expected that:

- There shall be 7 DOR clients who receive Employment Preparation services.

During fiscal year 2023-2024, it is expected that:

- There shall be 7 DOR clients who receive Employment Preparation services.

G. Job Development, Placement and Follow-up:

1. Description of Service

Assist job-ready DOR clients, both in school and out-of-school, to obtain permanent employment in the community by identifying specific job openings that are appropriate for each DOR client, assisting

in placing the DOR client in the job, orienting the DOR client to the job, and identifying specific ongoing support and resource needs.

Activities include:

- Contacting employers and build networks to develop and/or identify job opportunities
- Work site analysis, as needed
- Job site consultation to identify or modify barriers
- Negotiating job accommodations
- Negotiating customized employment placement
- Maintaining an organized system of current job openings
- Assisting DOR clients to find jobs which match their Individual Plan for Employment vocational goal
- Providing instruction in self-advocacy
- Assisting a DOR client become knowledgeable regarding the conditions of their employment, such as:
 - *Job description*
 - *Name of immediate supervisor*
 - *Responsibilities of the employee*
 - *Wage payment practices*
 - *Benefits*
 - *Conflict resolution procedures*
 - *Health and safety practices*
- No less than two contacts per month with the DOR client and/or their employer post-placement to ensure job satisfaction upon acceptance of employment.

The TPP Program Manager, TPP Employment Specialist, and TPP Program Assistant will provide Job Development, Placement and Follow-up.

2. Service Goals/Number to be served

During fiscal year 2021-2022, it is expected that:

- There shall be 7 DOR clients who receive Job Development, Placement and Follow-up services.
- There shall be 6 DOR clients placed in employment consistent with the IPE goal.
- The placements shall result in 5 successful DOR closures.

During fiscal year 2022-2023, it is expected that:

- There shall be 7 DOR clients who receive Job Development, Placement and Follow-up services.
- There shall be 6 DOR clients placed in employment consistent with the IPE goal.
- The placements shall result in 5 successful DOR closures.

During fiscal year 2023-2024, it is expected that:

- There shall be 7 DOR clients who receive Job Development, Placement and Follow-up services.
- There shall be 6 DOR clients placed in employment consistent with the IPE goal.
- The placements shall result in 5 successful DOR closures.

H. Short-Term Supports Service

1. Description of Service

The Short-Term Supports (STS) service is provided to the DOR client upon placement into a Competitive Integrated Employment (CIE) setting. Employment settings include but are not limited to: Work-Based Learning Experiences, or placement into a permanent job.

This service is time-limited, proactive, and individualized to match the client's employment-related needs. The STS service focuses on assisting the DOR client to learn job duties, adjust to the work environment, and maintain CIE by developing natural supports within the employment setting. STS is completed within 90 days, unless additional support is needed to ensure stabilization in the employment setting.

The TPP Program Manager, TPP Employment Specialist, and TPP Program Assistant will provide Short-Term Supports Service.

2. Service Goals/Number to be served

During fiscal year 2021-2022, it is expected that:

- There shall be 3 DOR clients who receive Short-Term Support Services.

During fiscal year 2022-2023, it is expected that:

- There shall be 3 DOR clients who receive Short-Term Support Services.

During fiscal year 2023-2024, it is expected that:

- There shall be 3 DOR clients who receive Short-Term Support Services.

III. Contract Administrator/Program Coordinator

Department of Rehabilitation
Seanna Sanfilippo
721 Capitol Mall, Suite 110
Sacramento, CA 95814
(916) 558-5341
Seanna.Sanfilippo@dor.ca.gov

TTUSD – District Office
Eileen Driscoll
11603 Donner Pass Road
Truckee, CA 96161
(530) 546-2567
EDriscoll-Norman@ttusd.org

IV. Linkages to Other Community Agencies

Tahoe Truckee Unified School District TPP has regular contact and ongoing working relationships with the following agencies to increase opportunities for DOR student/clients and avoid duplication of services:

- One-Stop Career Center
- Community Colleges
- Alta California Regional Center
- High School Campus Career Tech office

V. In-Service Training

Twice a year or more frequently as needed, in-service trainings will be conducted to cross-train contract agency and DOR staff in each agency's mission, goals, services, policies, procedures, and professional approaches. This may be done through quarterly meetings, monthly staff meetings, and other program related meetings.

EXHIBIT B
(Standard Agreement - Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

1. This is a cost reimbursement Agreement for subvention services. For services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.
2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.
3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

B. Submission of Invoice(s)

1. Monthly invoices must be completed using the DR 801B Service Invoice form (DR801B) and shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR801B shall include the Agreement Number and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).
2. An original DR801B must be submitted and signed by authorized personnel as listed on the Signature Authorization (DR 325) form.
3. Supporting documentation must be available upon request at any time by DOR staff, or other State and Federal representatives.
4. Federal and State funds are time limited, therefore, invoices (service and certified match) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
5. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the Victims Compensation and Government Claims Board, where approval to pay is not guaranteed.
6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

C. Appropriate Expenditures

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200) Single Audit.

D. Invoice Claim Adjustments

1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained **within the same fiscal year**. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget for all budget years as long, as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

E. Budget Contract Amendments

A contract amendment between both parties is required for any budget changes not covered in Section D above. This includes any major category or detailed line item description changes to the approved Service Budget and Budget Narrative as outlined below:

- Adding and deleting a major category budget or detailed line item.
- Line item adjustments that exceed a cumulative amount of 10%.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail.
(Note: ALL changes must be made in **bold**.)

F. Travel Reimbursements

If travel is reimbursable, the Contractor agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from the DOR, Contractor will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

5. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE AGREEMENT

Agreements awarded by the Department shall be subject to actual costs for services rendered under this Agreement. Allowable costs under this Agreement must meet the following general criteria:

- Be generally recognized and necessary for the operation of the Contractor's organization.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Contractor.
- Be properly documented and supported.

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the 2 CFR 200 cost principles regarding documentation for the support of personnel activity chargeable to the Agreement.

6. ACCOUNTING SYSTEM REQUIREMENTS

A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:

- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
- Records that identify adequately the source and application of funds for federally sponsored activities.
- Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
- Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.

B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations

Tahoe Truckee Unified School District

DOR Program Budget
July 1, 2021 - June 30, 2024

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FY 7/1/2021 to 6/30/2022 TOTAL</u>	<u>FY 7/1/2022 to 6/30/2023 TOTAL</u>	<u>FY 7/1/2023 to 6/30/2024 TOTAL</u>
Rehabilitation Team Unit 1 FTE = \$110,377	Units	0.35	0.35	0.35
		\$38,632	\$38,632	\$38,632
Case Services (Individual Consumer Expenses)		23,328	23,328	23,328
	SUBTOTAL	\$61,960	\$61,960	\$61,960
Case Service Contract(s):				
TOTAL DOR PROGRAM COST		\$61,960	\$61,960	\$61,960

Tahoe Truckee Unified School District

Program Budget and Match Summary
July 1, 2021 - June 30, 2024

	FY 7/1/2021 to 6/30/2022	FY 7/1/2022 to 6/30/2023	FY 7/1/2023 to 6/30/2024
	<u>TOTALS</u>	<u>TOTALS</u>	<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$61,960	\$61,960	\$61,960
DOR Student Services Service Budget	\$51,196.00	\$51,196.00	\$51,196.00
VR Employment Services Service Budget (If Applicable)	\$16,164.00	\$16,164.00	\$16,164.00
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$67,360	\$67,360	\$67,360
TOTAL FEDERAL COSTS	\$129,320	\$129,320	\$129,320
Certified Match (If applicable)	\$43,108 25.00%	\$43,108 25.00%	\$43,108 25.00%
Total Federal Share	\$129,320 75.00%	\$129,320 75.00%	\$129,320 75.00%
Cash Match (If applicable)	0%	0%	0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
TOTAL STATE MATCH	\$43,108	\$43,108	\$43,108

Cooperative agency certified match expenditure and cash match expenditure must be from non-federal funds and cannot be used to draw down other federal funds. The cash match expenditure must equal at least 21.3% of the designated share and the certified match expenditure must equal at least 25% of the designated share.

STATE OF CALIFORNIA
 TPP SERVICE BUDGET - DOR STUDENT SERVICES

DEPARTMENT OF REHABILITATION

Original

Amendment

Contractor Name and Address		Contract Number		Federal ID Number		Page 1 of 1	
Tahoe Truckee Unified School District 11603 Donner Pass RD Truckee, CA 96161		94-6003109		94-6003109		Budget Period July 1, 2023 - June 30, 2024	
		Budget Period July 1, 2021 - June 30, 2022		Budget Period July 1, 2022 - June 30, 2023		Effective Date (Amendments Only)	
		Effective Date (Amendments Only)		Effective Date (Amendments Only)		Effective Date (Amendments Only)	
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	TPP Program Manager: 1 FTE=40 hrs/week, 11 months	\$83,134.75	0.2800	\$23,277.73	\$87,291.49	0.2800	\$24,441.62
2	TPP Employment Specialist: 1 FTE=30hrs/week, 11 months	\$81,735.16	0.2800	\$22,885.84	\$85,821.91	0.26065	\$22,369.48
3	TPP Program Assistant: Hourly position at \$28.72 per hour; not to exceed 23 hours			\$647.00			
4							
5	Subtotal			\$46,810.57			\$46,811.10
6	OPERATING EXPENSES						
7							
8	Operating Subtotal						
9	Personnel and Operating Subtotal			\$46,810.57			\$46,811.10
10	Indirect Rate Percentage			3.60%			3.60%
11	Indirect Cost			\$1,685.18			\$1,685.20
12	Workplace Readiness Training						
13	Work-based Learning			\$2,700.00			\$2,700.00
14	TOTAL (rounded to nearest dollar)			\$51,196			\$51,196

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
TRANSITION PARTNERSHIP PROGRAM
2021-2024 STUDENT SERVICES
SERVICE BUDGET NARRATIVE

BENEFITS

All TPP classified staff, with exception of the TPP Program Assistant, receive benefits, which include sick and vacation leave, PERS Retirement, Health and Welfare contribution, and payroll taxes:

2021/2022 Classified Staff:		2021/2022 Annual Health & Welfare Contribution	
PERS	20.70%	Employee only	\$8,900.00
WCOMP	1.95%	Employee + one	\$10,300.00
OASDI	6.20%	Employee + family	\$14,100.00
SUI	0.05%		
MEDI	1.45%		
Total:	30.35%		

Benefit totals for this cooperative agreement are reported as a prorated sum of both statutory and elective health coverage, based on the amount of time each cooperative employee has dedicated to the contract. The district Health and Welfare contribution is determined through union bargaining units and Tahoe Truckee Unified School District (TTUSD) negotiated agreements; contracts are re-negotiated annually.

PERSONNEL

TPP Program Manager

A portion of this position's time is included on the VR Employment Services Budget.

Cooperative Program Duties:

The TPP Program Manager coordinates TTUSD TPP development and implementation, oversees DOR Student Services activities of TPP personnel, and serves as liaison with DOR Team Manager and Contract Administrator.

Activities Include:

- Supervises Cooperative Agency TPP staff in the delivery of DOR Student Services.
- Facilitates collaboration between DOR and school district personnel to assure successful partnership.
- Coordinates DOR Student Services curriculum development and instruction in Cooperative Agency schools.
- Develops linkages to other school district and community-based programs and support services that may benefit TPP students/DOR clients.
- Provides DOR Student Services quarterly progress reports for the DOR Counselor, DOR Team Manager, and DOR Contract Administrator; provides monthly reports for TPP students/DOR clients receiving work experience.
- Provides Job Exploration Counseling services such as instruction in the local labor market as well as in-demand industries and occupations.

- Provides Workplace Readiness Training such as instruction in interview techniques and soft skills needed for successful employment.
- Assists in developing Work-based learning experiences such as paid/unpaid internships and paid/unpaid placements.
- Monitors on the job progress of TPP students/DOR clients participating in Work-based learning experiences.
- Provides Instruction in Self-Advocacy including self-awareness as well as disability understanding and disclosure.
- Provides DOR Student Services Counseling on Post-Secondary Education such as discussion in post-secondary education options and career pathways.

Traditional Duties - Tahoe Truckee Unified School District WorkAbility Coordinator

Maintains knowledge of state and federal legislation and regulations affecting special education.

Activities Include:

- Provides special education support to parents and students, school staff, and administrators in a region comprised of elementary, middle, and high school sites.
- Assists with hiring, supervision, and evaluation of personnel directly assigned to the WorkAbility Program.
- Represents Special Education on professional and district committees.
- Coordinates professional development needed for teachers and other special education support staff.
- Recruits WorkAbility students and assists in assessing their job skills and interests for positions.
- Responsible for the WorkAbility yearly budget and grant renewal application.

TPP Employment Specialist

A portion of this position's time is included on the VR Employment Services Budget.

Cooperative Program Duties:

Under the direction of the TPP Program Manager, the TPP Employment Specialist provides DOR Student Services which include Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experiences, Instruction in Self Advocacy, and Counseling on Post-Secondary Education.

Activities Include:

- Establishes and maintains linkages and ongoing contact with local employers.
- Maintains regular contact with DOR Counselor regarding progress of TPP students/DOR clients in relation to DOR Student Services.
- Coordinates support services with TPP staff, agency personnel and community-based organizations.
- Answers phone, provides requested information, and takes messages for TPP staff related to DOR Student Services.
- Provides DOR Student Services quarterly progress reports for the TPP Program Manager and monthly progress reports for TPP students/DOR clients participating in a work experience.
- Assists the TPP staff in DOR Student Services outreach activities to potential TPP students/DOR clients and their families.
- Provides Job Exploration Counseling such as information on non-traditional employment options and post-secondary training or education requirements.
- Provides Workplace Readiness Training including resume development and application preparation.

- Coordinates informational interviews and workplace tours to facilitate Work-based learning experiences.
- Provides DOR Student Services Instruction in Self Advocacy such as training in self-determination and setting goals.
- Provides post-secondary education resources and disability support services in the provision of Counseling on Post-Secondary Education services and assists with the post-secondary application/enrollment process.

Traditional Duties - Tahoe Truckee Unified School District WorkAbility Job Developer

Initiates and maintains ongoing personal contacts with a variety of business, industry representatives, and training agencies to promote WorkAbility programs and non-TPP student placement.

Activities Include:

- Provides career assessment testing for all special education students.
- Provides updated transition information to special education students.
- Monitors student performance on the job, counsel students when job performance is not satisfactory.
- Works with students to improve job performance and gain necessary job skills or reviews other employment options.
- Maintain contact with employers during the student's employment and reports results to WorkAbility Coordinator.
- Helps develop and monitors Employment Training Plans.
- Provides short-term job coaching, follow-along, and follow-up services to facilitate student success in employment.
- Contracts local public and private employers to develop and coordinate WorkAbility work-base learning experiences for students including career interviews, job shadows, exploratory/unpaid work experience, and targeted job training.
- Provides guidance and support to students to assist in personal and social adjustment, job search, and job maintenance.

TPP Program Assistant

A portion of this position's time is included on the VR Employment Services Budget.

Cooperative Program Duties:

The TPP Program Assistant assists TPP staff and DOR Counselor in providing pertinent TPP student/DOR client information related to DOR Student Services.

Activities Include:

- Answers phone, provides requested information, and takes messages for TPP staff in relation to DOR Student Services.
- Assists the TPP staff in TPP outreach activities to potential TPP students/DOR clients and their families for DOR Student Services.
- Provides DOR Student Services quarterly reports for the DOR Counselor.
- Provides monthly reports for the DOR Counselor for TPP students/DOR clients participating in work experiences.
- Performs career aptitude, career skills, and vocational interest inventories with TPP students/DOR clients in the provision of Job Exploration Counseling
- Provides Workplace Readiness Training such as instruction in problem-solving techniques and appropriate workplace written communication skills.

- Coordinates informational interviews and workplace tours to facilitate Work-based Learning Experiences.
- Provides Instruction in Self Advocacy such as training in reasonable accommodation factors and the utilization of available resources and support systems.
- Provides Student Services Counseling on Post-Secondary Education and more specifically, helps identify financial aid options and technology needs for TPP students/DOR clients.

Traditional Education Duties

This is an hourly pay position created for TPP only; therefore, there are no school district duties.

INDIRECT/ADMINISTRATIVE OVERHEAD

Percentage of direct program costs for general management and support. This includes the TTUSD Budget, Accounting, Human Resources, and Maintenance and Operations Departments. Rate used is the rate calculated and approved annually by CDE.

WORK-BASED LEARNING

Cost for the purchase of shoes, work clothing, and uniforms required to participate in a work-based learning experience(s). Total amount budgeted is based on the anticipated number of TPP students/DOR clients to participate in Work-based Learning services based on the contract service goal, and up to \$150.00 allowance per TPP student/DOR client.

The TPP budgets \$150.00 per student, and the program has a goal of providing Work-based Learning experience to 18 students. Therefore, the total budgeted amount for the Work-based Learning line item will be set at \$2,700.

Receipts for items purchased must be retained by the TPP and submitted with the monthly invoice to the DOR Contract Administrator upon request.

STATE OF CALIFORNIA
 TPP SERVICE BUDGET - VR EMPLOYMENT SERVICES

Original Amendment

DEPARTMENT OF REHABILITATION

Contractor Name and Address		Contract Number		Federal ID Number		Page 1 of 1	
Tahoe Truckee Unified School District 11603 Donner Pass RD Truckee, CA 96161				94-6003109			
Budget Period		Budget Period		Budget Period		Budget Period	
July 1, 2021 - June 30, 2022		July 1, 2022 - June 30, 2023		July 1, 2023 - June 30, 2024			
Effective Date (Amendments Only)		Effective Date (Amendments Only)		Effective Date (Amendments Only)		Effective Date (Amendments Only)	
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	TPP Program Manager: 1 FTE=40 hrs/week, 11 months	\$83,134.75	0.0900	\$7,482.13	\$85,628.79	0.0900	\$7,706.59
2	TPP Employment Specialist: 1 FTE=30hrs/week, 11 months	\$81,735.16	0.0900	\$7,356.16	\$85,821.91	0.0920	\$7,895.62
3	TPP Program Assistant: Hourly position at \$28.72 per hour; not to exceed 27 hours			\$764.00			
4							
5	Subtotal			\$15,602.29			\$15,602.21
6	OPERATING EXPENSES						
7							
8	Operating Subtotal						
9	Personnel and Operating Subtotal			\$15,602.29			\$15,601.90
10	Indirect Rate Percentage			3.60%			3.60%
11	Indirect Cost			\$561.68			\$561.67
12	TOTAL (rounded to nearest dollar)			\$16,164			\$16,164

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
TRANSITION PARTNERSHIP PROGRAM
2021-2024 VR EMPLOYMENT SERVICES
SERVICE BUDGET NARRATIVE

BENEFITS

All TPP classified staff, with exception of the TPP Program Assistant, receive benefits which include sick and vacation leave, PERS Retirement, Health and Welfare contribution, and payroll taxes:

2021/2022 Classified Staff		2021/2022 Annual Health & Welfare Contribution	
PERS	20.70%	Employee only	\$8,900.00
WCOMP	1.95%	Employee + one	\$10,300.00
OASDI	6.20%	Employee + family	\$14,100.00
SUI	0.05%		
MEDI	1.45%		
Total:	30.35%		

Benefit totals for this cooperative agreement are reported as a prorated sum of both statutory and elective health coverage, based on the amount of time each cooperative employee has dedicated to the contract. The district Health and Welfare contribution is determined through union bargaining units and TTUSD negotiated agreements; contracts are re-negotiated annually.

PERSONNEL

TPP Program Manager

A portion of this position's time is included on the DOR Student Services Budget.

Cooperative Program Duties:

The TPP Program Manager coordinates Tahoe Truckee Unified School District TPP development and implementation, oversees VR Employment Services activities of TPP personnel, and serves as liaison with DOR Supervisor and Contract Administrator.

Activities Include:

- Supervises Cooperative Agency TPP staff in the delivery of VR Employment Services
- Monitors program expenditures and payments.
- Maintains ongoing contact with DOR Team Manager and Contract Administrator in the delivery of VR services.
- Coordinates staff development activities to ensure that special education teachers understand and support DOR VR employment activities.
- Develops linkages to other school district and community-based programs and support services that may benefit TPP students/DOR clients in VR services.
- Gathers educational, psychological and functional information to be utilized by the DOR Counselor in the evaluation and planning process for TPP students/DOR clients who have completed the enrollment process and been found eligible for VR services.
- Provides VR Employment Services monthly progress reports for the DOR Counselor, DOR Team Manager, and DOR Contract Administrator.
- Maintains accurate TPP student/DOR client case files and records for the Contract Agency.

- Organizes and provides Employment Preparation activities to TPP students/DOR clients such as discussion in interviewing techniques, work behavior, identification of accommodations if needed, and mobility training.
- Monitors the progress of TPP students/DOR clients on the job
- Establishes and maintains linkages and ongoing contact with local employers.

Traditional Duties - Tahoe Truckee Unified School District WorkAbility Coordinator

Maintains knowledge of state and federal legislation and regulations affecting special education.

Activities Include:

- Provides special education support to parents and students, school staff, and administrators in a region comprised of elementary, middle, and high school sites.
- Assists with hiring, supervision, and evaluation of personnel directly assigned to the WorkAbility Program.
- Represents Special Education on professional and district committees.
- Coordinates professional development needed for teachers and other special education support staff.
- Recruits WorkAbility students and assists in assessing their job skills and interests for positions.
- Responsible for the WorkAbility yearly budget and grant renewal application

TPP Employment Specialist

A portion of this position's time is included on the DOR Student Services Budget.

Cooperative Program Duties:

Under the direction of the TPP Program Manager, the TPP Employment Specialist provides Employment Preparation and Job Development/Placement Services to TPP students/DOR clients related to their vocational interests and goals. The TPP Employment Specialist also provides follow-up and Short-Term Support services.

Activities Include:

- Establishes and maintains linkages and ongoing contact with local employers to coordinate job placement sites for TPP students/DOR clients.
- Identifies appropriate job exploration and job counseling based on job openings in competitive integrated employment consistent with TPP student/DOR client IPEs.
- In cooperation with DOR Counselor, provides linkage to employment and destination training to enable TPP students/DOR clients to participate effectively in targeted job search and job placement.
- Provides short-term job shadow and follow-up services to facilitate TPP students'/DOR clients' success in employment placement.
- Provides employer education and support.
- Maintains regular contact with DOR Counselor regarding progress of TPP students/DOR clients in VR services.
- Coordinates support services with TPP staff, agency personnel, and community-based organizations in support of TPP students/DOR clients toward the attainment of paid employment.
- Collaborates with TPP Program Manager and DOR Counselor to determine appropriate employment preparation activities related to TPP students'/DOR clients' vocational interests and goals.

- Gathers educational, psychological and functional information to be utilized by the DOR Counselor in the evaluation and planning process for TPP students/DOR clients who have completed the enrollment process and been found eligible for VR services.
- Contacts local public and private employers to develop and coordinate career interviews, job shadows, paid work and targeted job training.
- Provides short-term supports for TPP students/DOR clients in competitive employment sites.
- Provides monthly progress reports for the DOR Counselor.
- Assists the TPP staff in outreach activities to potential TPP students/DOR clients and their families.

Traditional Duties - Tahoe Truckee Unified School District WorkAbility I Job Developer:

Initiates and maintains ongoing personal contacts with a variety of businesses, industry representatives, and training agencies to promote WorkAbility programs to student placement.

Activities Include:

- Provides career assessment testing for all special education students.
- Provides updated transition information to special education students.
- Monitors student performance on the job, counsel students when job performance is not satisfactory.
- Works with students to improve job performance and gain necessary job skills or reviews other employment options.
- Maintain contact with employers during the student's employment and reports results to WorkAbility Coordinator.
- Helps develop and monitors Employment Training Plans
- Provides short-term job coaching, follow-along, and follow-up services to facilitate student success in employment.
- Contracts local public and private employers to develop and coordinate WorkAbility work-bases learning experiences for students including career interviews, job shadows, exploratory/unpaid work experience, and targeted job training.
- Provides guidance and support to students to assist in personal and social adjustment, job search, and job maintenance.

TPP Program Assistant

A portion of this position's time is included on the DOR Student Services Budget.

Cooperative Program Duties:

The TPP Program Assistant assists TPP staff and DOR Counselor in providing pertinent TPP student/DOR client information; employment preparation and job placement activities; and follow-up and short-term support services.

Activities Include:

- Assists TPP staff with outreach activities to potential TPP students/DOR clients and their families relating to VR Services.
- May assist in gathering educational, psychological, and functional information to be utilized by the DOR Counselor in the evaluation and planning process for TPP students/DOR clients who have completed the enrollment process and been found eligible for VR services.
- Answers phone, provides requested information, and takes messages for TPP staff in relation to VR services.
- Provides VR services monthly progress reports for the DOR Counselor.

*This is an hourly pay position created for TPP only; therefore, there are no traditional school district duties.

INDIRECT/ADMINISTRATIVE OVERHEAD

Percentage of direct program costs for general management and support. This includes the TTUSD Budget, Accounting, Human Resources, and Maintenance and Operations Departments. Rate used is the rate calculated and approved annually by CDE.

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

July 1, 2021 - June 30, 2024

Contractor Name and Address		July 1, 2021 - June 30, 2022			July 1, 2022 - June 30, 2023			July 1, 2023 - June 30, 2024		
		Annual Salary Per FTE	Annual FTE	Annual Amount Certified	Annual Salary Per FTE	Annual FTE	Annual Amount Certified	Annual Salary Per FTE	Annual FTE	Annual Amount Certified
Tahoe Truckee Unified School District 11603 Donner Pass Rd Truckee, CA 96161		Cooperative agency agrees it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds or WorkAbility Funds.								
PERSONNEL -										
Position Title & Time Base										
TPP Teacher (1 FTE=6.5 hrs/10m)	\$93,016.85	0.1545	\$14,371.10	\$93,016.85	0.1545	\$14,371.10	\$93,016.85	0.1545	\$14,371.10	
TPP Teacher (1 FTE=6.5 hrs/10m)	\$95,411.15	0.1506	\$14,368.92	\$95,411.15	0.1506	\$14,368.92	\$95,411.15	0.1506	\$14,368.92	
TPP Teacher (1 FTE=6.5 hrs/10m)	\$122,909.49	0.1169	\$14,368.12	\$122,909.49	0.1169	\$14,368.12	\$122,909.49	0.1169	\$14,368.12	
Personnel Subtotal			\$43,108.14			\$43,108.14			\$43,108.14	
OPERATING EXPENSES										
Operating Subtotal										
Personnel and Operating Subtotal			\$43,108.14			\$43,108.14			\$43,108.14	
TOTAL EXPENDITURES "CERTIFIED"			\$43,108			\$43,108			\$43,108	

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT TPP
CERTIFIED EXPENDITURE BUDGET NARRATIVE

BENEFITS

All TPP certificated staff, receive benefits which include sick leave, STRS Retirement, Health and Welfare contribution, and payroll taxes:

2021/2022 Certificated Staff		2021/2022 Annual Health & Welfare Contribution	
STRS	16.15%	Employee only	\$8,900.00
WCOMP	1.95%	Employee + one	\$10,300.00
SUI	0.05%	Employee + family	\$14,100.00
MEDI	1.45%		
Total:	19.60%		

Benefit totals for this cooperative agreement are reported as a prorated sum of both statutory and elective health coverage, based on the amount of time each cooperative employee has dedicated to the contract. The district Health and Welfare contribution is determined through union bargaining units and Tahoe Truckee Unified School District (TTUSD) negotiated agreements; contracts are re-negotiated annually.

PERSONNEL

TPP Teacher(s)

Cooperative Program Duties:

The TPP Teacher(s) provides transitional education to TPP students/DOR clients in the form of Job Exploration Counseling, Workplace Readiness Training, and Instruction in Self-Advocacy.

Direct activities include:

- Provides instruction and education, either individually or in a classroom setting, to TPP students/DOR clients in soft skills, interview techniques, resume development, application preparation, work practices, and appropriate grooming and hygiene as part of Workplace Readiness Training
- Provides information on the local labor market as well as in-demand industries and occupations to TPP students/DOR clients as part of Job Exploration Counseling
- Provides Instruction in Self-Advocacy such as discussion about utilizing available resources and support systems as well as taking a leadership role in the IEP, 504, or other person-centered planning process.

Traditional Duties - Special Education Teacher

- Provides academic instruction to students.
- Teaches district approved core curriculum and provides an educational program designed to provide students with the academic skills to reach their maximum potential.
- Implements the transition portion of the student's IEP.
- Formulates daily lesson plans, grades student achievement, and monitors student progress with parents, counselors, and special education staff.

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 4/2017)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 4/2017.

EXHIBIT D
(Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION & COMPLIANCE

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

Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.

2. DISPUTES

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons, therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

3. RIGHT TO TERMINATE

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

5. INSURANCE REQUIREMENTS

General Provisions Applying to All Policies

- A. Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- E. Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- F. Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- G. Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- H. Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- I. Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- i. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.

Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. The endorsement must be acceptable to the DGS Office of Risk and Insurance Management.

- ii. Automobile Liability (If Applicable) – For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:

- **For public schools and for-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity up to 7 people** (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 8 –15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.
- **For non-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity of up to 15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

- iii. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.

The workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

- iv. Self-insurance - Contractor shall supply the consent letter of self-insurance or the Certificate of Consent to Self-Insure. The Waiver of Subrogation is not required.

6. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. CONFIDENTIALITY

- A. Contractor agrees to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.
- C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at iso@dor.ca.gov.
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
 - 1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.

2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.
 - G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
 - H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:
<https://www.dor.ca.gov/Home/SecurityandPrivacy>.
 - I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided, and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.

4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the seven (7) year period, whichever is later.

B. Annual Federal Audit (For Agreements that received Federal Funds \$750,000 and above):

1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. These annual audit documents shall be maintained by the Contractor and provided to the auditing agency when requested. This audit shall be made in accordance with 2 CFR 200.

9. COMPETITIVE BIDDING AND PROCUREMENTS

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.
- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

10. USE OF SUBCONTRACTOR(S)

If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and

- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

11. POTENTIAL SUBCONTRACTORS

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

12. CONTRACT AMENDMENTS

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

13. 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.

14. THEFT SENSITIVE ITEMS

DOR is requiring nonexpendable electronic items purchased to be listed under a separate line item titled "Theft Sensitive Items". Contractor shall maintain an inventory record for each nonexpendable item purchased or built with funds provided under the terms of the contract. The inventory record of each item shall include the date acquired, total cost, serial number, model identification and any other information or description necessary to identify said item. A copy of the inventory record must be submitted annually to the State Contract Administrator.

The following items, regardless of cost must be inventoried:

1. Computers/printers
2. Laptops/tablets
3. Copiers/fax
4. Smart phones/cell phones
5. Other electronic items required to provide contract services

Upon termination of the agreement, DOR may request equipment be returned to DOR or authorize the continued use of equipment for work to be performed under a different agreement.

DOR reserves title to equipment purchased under this agreement that are not fully consumed during the life of the agreement.

15. ATTRIBUTION

The Contractor agrees to acknowledge the sponsorship of DOR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DOR. Contractor further agrees to identify the role of DOR with respect to any individual highlighted or publicized by or through Contractor, when such individual is a DOR consumer.

16. UNRUH CIVIL RIGHTS ACT AND THE FAIR EMPLOYMENT & HOUSING ACT

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

The contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

If the contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

EXHIBIT E
(Standard Agreement - Subvention)

ADDITIONAL PROVISIONS – Federally Funded Agreements

1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200), except where the Agreement is more restrictive. The federal regulations are available for review on the Internet at www.ecfr.gov under Title 2-Grants and Agreements.

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

- A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.
- C. Copyrights and Patents: The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - 1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
 - 2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

4. PROHIBITION ON TAX DELINQUENCY

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html>

(Department of Tax and Fee Administration) <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Chapter 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-1 Obligations of Contractors and Subcontractors, Subpart A. Preliminary Matters; Equal Opportunity Clause; Compliance Reports.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All contractors shall comply with the following statutes and regulations:
 1. Subject: Discrimination on the basis of race, color, or national origin.
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
Regulation: 34 CFR part 100.
 2. Subject: Discrimination on the basis of sex
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
Regulations: 34 CFR part 106.
 3. Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).
Regulation: 34 CFR part 104handicap.
 4. Subject: Discrimination on the basis of age.
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110

6. RETURN OF INAPPROPRIATE USE OF FUNDS

By signing this Agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

7. AMERICANS WITH DISABILITIES ACT (ADA)

By signing this Agreement, Contractor/Grantee agrees to comply 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.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

EXHIBIT F
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES

1. MATCH REQUIREMENTS (If Applicable)

Contractor shall submit the certified expenditure invoice on a timely basis (i.e. same time as submission of service budget invoice) for proper DOR processing. To ensure sufficient match is available to leverage federal funding, the contractor is required to submit 100% of their obligated certified/cash match to meet their full budgeted amount by the end of each fiscal year.

Refer to the Contract Handbook for Case Services and Cooperative Program Agreements for more information regarding certified/cash match requirements.

For Agreements that include **CERTIFIED EXPENDITURE MATCH**:

- A. Contractor shall certify to the State, on a monthly basis as specified in Exhibit B & G, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations. All such expenditures shall be under the administrative supervision of the State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.
- B. The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget may be reduced after review by the DOR Contract Administrator. The State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.
- C. Contractor contributions, including any excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary", will be used by the State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

For Agreements that include **CASH MATCH**:

- A. Each fiscal year Contractor will pay to State, no less than quarterly and in advance, upon receipt of an invoice from the State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by the State from the Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.
- B. The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary."

2. INDIRECT COSTS

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. 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 and there is a 15% cap on the service budget. There is no cap on the certified match, however, indirect costs over 40% require a copy of the rate approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

3. CONTRACT HANDBOOK

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only.

4. DOR'S CONTRACT MONITORING

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all Agreement provisions. The DOR Contractor Administrator will:

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.
- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.

- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.
- J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:
 - Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
 - Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
 - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
 - Verify that Contract staff provide services only to authorized DOR consumers.

**EXHIBIT G
ADDITIONAL PROVISIONS**

I. CONTRACT MONITORING AND REPORTING

The Contract Administrator/Program Manager shall monitor the contract by:

- Submitting Service Invoices (801B) and Certified Expenditure Summaries on a monthly basis, with a list of TPP students/DOR clients served that month.
- Ensuring Personnel Activity Reports or time reporting documents and a list of TPP students/DOR clients served are prepared and maintained by Contract staff in accordance with 2CFR200 and reflect accurate reporting.
- Submitting Personnel Activity Reports or time reporting documents, supporting documentation, and a list of TPP students/DOR clients served as requested by DOR Contract Administrator
- Meeting with DOR Contract Administrator and program staff to discuss contract progress at Quarterly Meetings.
- Reporting the current and cumulative achievement of contract service goals and outcomes as part of the Quarterly Meetings or more often as directed by the DOR Contract Administrator
- Preparing and submitting to the assigned vocational rehabilitation counselor quarterly progress reports for TPP students'/DOR clients' receiving DOR Student Services and monthly progress reports for TPP students/DOR clients participating in Work-based Learning Experience and VR Employment Services. Progress reports should include TPP student's/DOR client's name and other necessary or required information to document the services provided and individual TPP student/DOR client progress in those services.

II. TRANSPORTATION

The Contractor will provide transportation to up to 7 TPP students/DOR clients including the driver.