

Board Office Use: <b>Legislative File Info.</b>	
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Enactment Number	21-1423
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# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Jennifer Blake, Executive Director, Department of Special Education  
David Cammarata, Coordinator, Department of Special Education

**Meeting Date** September 8, 2021

**Subject** Professional Services Contract  
Contractor: Department of Rehabilitation

**Ask of the Board** Approval by the Board of Education of the following documents:

- The Standard Agreement (Agreement Number: 31788)- Subvention Contract- Vocational Rehabilitation Third Party Cooperative/ Case Agreement- Transition Partnership Program- between District and California State Department of Rehabilitation (grant period July 1, 2021 through June 30, 2024), authorizing the three-year Agreement Professional Services Contract between the District and California State Department of Rehabilitation. The DOR contract’s Service Budget for three years is \$1,252,156.00.
- DR234 - Board Resolution, provided by the California Department of Rehabilitation (“DOR”) authorizing Kyla Johnston-Trammell/ Superintendent to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments
- California Civil Rights Laws Certification
- Grant/Contract Signature Authorization
- Contractor Certification Clauses

**Background** This partnership enriches the services provided to students with disabilities/ DOR clients that are 16 years of age and older ability to gain meaningful employment and/or post-secondary education. The DOR contract’s Service Budget for three years is \$1,252,156.00. The District’s match funding/ certificated time reporting for the three years is \$839,166.00 for the period of 7/1/21 through 6/30/2024.

**Discussion** Approval by the Board of Education will allow the contract to provide support to students enrolled in the Transition Partnership (TPP) program. The DOR has funded this program for over 20 years. The total number of students projected to be served each year is approximately 180. The District and DOR have combined their resources to enrich the service provided to students with disabilities/ clients to

[Professional Services Contract  
Contractor: Department of Rehabilitation]

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enable them to alleviate, ameliorate, or compensate for the limitations imposed by their disabilities. By Providing services to this population, the students benefit in terms of employability and independent living. Through this joint partnership, the students are able to attain and maintain employment, achieve greater independence, and become contributing members of society.

**Fiscal Impact**

Funding resource(s): Program fully funded through certificated time and funds allocated through the Department of Rehabilitation; No impact on the District.

**Attachment(s)**

- DR234- Board Resolution (Signature required)
- California Civil Rights Laws Attachment (Signature required)
- Contractor Certification Clauses (Signature required)
- Insurance Requirements
- DR325- Grant/ Contract Signature Authorization (Signature required)
- DOR Contracts Signature Letter
- STD213- Standard Agreement
- Contract Exhibits

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FULL Name of Corporation or Public Agency

Oakland Unified School District

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

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

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Name/Position of Person Authorized to Sign Agreement

Kyla Johnson-Trammell/Superintendent

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of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.

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**CERTIFICATION**

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

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

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Address Where Board Meeting Held

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Date of Board Meeting	Signature of Recording Secretary	Date Signed
		9/9/2021

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Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, 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
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a 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).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

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Printed Name and Title of Person Signing

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Executed in the County of	Executed in the State of
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Date Executed

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**CCC 04/2017**

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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



## INSURANCE REQUIREMENTS

- A. **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 endorsement must include:

(Agency/Department Name), The State of California, its officers, agents, employees and servants 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.**

- B. **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.**

- C. **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.**

D. 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.

# EXAMPLE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Jack Hill Insurance Producers 505 East Lane Sacramento, CA 95630	CONTACT NAME: Jack Hill	
	PHONE (A/C No. Ext): 916-258-5555	FAX (A/C No): 916-375-5555
	E-MAIL ADDRESS: jack.hill@jhprod.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Big Insurance Guys	NAIC # 12345
	INSURER B: Insurance Pro's	67891
<b>INSURED</b> Acme Contractors 2123 Folsom Way Folsom, CA 95630	INSURER C: Workers Comp Solutions Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		GL12345678	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 25,000
							MED EXP (Any one person) \$ 5,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X		BA12345678	10/01/2016	10/01/2017	PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			XS12345678	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	DED   RETENTION \$						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below</small>		N/A	WC12345678	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS   OTH-ER:
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The State of California, its officers, agents, and employees are additional insured per forms CG2026 and CA2048.

Waiver of Subrogation for Workers' Compensation endorsed per form WC000313.

Excess follows General and Auto Liability policies.

<b>CERTIFICATE HOLDER</b> State of California Department of Rehabilitation Contracts Department 721 Capitol Mall Sacramento, CA 95605	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: GL12345678

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
<b>State of California, its officers, agents, and employees</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

POLICY NUMBER: BA12345678

COMMERCIAL AUTO  
CA 20 48-02 99

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10/1/2016	Countersigned By:  (Authorized Representative)
Named Insured: ACME Contractors	

### SCHEDULE

Name of Person(s) or Organization(s): State of California, its officers, agents, and employees
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

CA 20 48-02 99

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule  
State of California  
Department of Rehabilitation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.


(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured  
ACME Contractors  
Insurance Company  
Grand Old Insurance Company

Effective Policy No.  
WC12345678






Endorsement No.  
Premium

Countersigned by


  
\_\_\_\_\_

<b>GRANTEE/CONTRACTOR:</b>  STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	<b>SUBGRANTEE/CONTRACTEE:</b> (Legal Corporation/Public Agency Name & Address)  Oakland Unified School District 1000 Broadway, Suite 3000 Oakland, Ca
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature	Name (Please Type or Print)	Title (Please Type or Print)
	Kyla Johnson-Trammell	Superintendent
	Sondra Aguilera	Chief Academic Officer
	Jennifer Blake	Executive Director, SPED
	David Cammarata	Coordinator, SPED
	Tracey Tashiro	Instructional Coach, SPED

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

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



State of California  
 Health and Human Services Agency  
 Department of Rehabilitation  
 721 Capitol Mall  
 Sacramento, CA 95814  
 (916) 558-5680 Office  
 (916) 558-5681 Fax

July 13, 2021

Oakland USD  
 915 54<sup>th</sup> St.  
 Oakland, CA 94608

Re: Agreement # 31788

Attached is an electronic version of the above-mentioned contract. Please complete, sign and return the following checked item(s).

***DOR is accepting electronic signed (e-signed) documents. Please return e-signed documents and additional required documents to the following email address: [sabrina.pizzuti-johnson@dor.ca.gov](mailto:sabrina.pizzuti-johnson@dor.ca.gov)***

**\*\*PLEASE REFERENCE YOUR CONTRACT NUMBER ABOVE IN THE EMAIL SUBJECT LINE.\*\***

- (1) one copy of the electronically signed Standard Agreement form (STD 213)
- Print out one copy of the **Contractor Certification Clauses (CCC)**. The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. Sign and return the first page of the current CCC. Failure to do will prohibit the State of California from doing business with your company.
- Print out one copy of the **Board Resolution**, complete and sign. (You may use your own form in lieu of the attached Board Resolution.) Please make sure the person who is signing the Board Resolution is not the person authorized to sign the Agreement. However, if the authorized signer is in an elected position, you don't need the Board approval; just submit a letter stating the fact.
- Print out one copy of the **Signature Authorization** form, complete and sign.



The person authorizing the signatures is the person who is authorized to sign the contract.

  X   Print out one copy of **the Unruh Civil Rights Act** and the Fair Employment & Housing Act. This form must be received to execute the agreement.

  X   General Liability Insurance Requirements. (See Exhibit D for liability limits).

  X   Worker's Compensation Insurance Requirements. (See Exhibit D).

  X   Auto Insurance Requirements. (See Exhibit D for liability limits).

**\*\* Please provide the attached insurance requirements and example to your business unit/insurance agent to expedite\*\***

This Agreement cannot be considered binding on either party until approved by appropriate authorized State Agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval.

**Expeditious handling of this Agreement is appreciated.** Please contact me at [Sabrina.Pizzuti-Johnson@dor.ca.gov](mailto:Sabrina.Pizzuti-Johnson@dor.ca.gov) if you have any questions.

Sincerely,

*Sabrina Pizzuti-Johnson*

Sabrina Pizzuti-Johnson  
Contract Analyst

Enclosures  
cc: Contract Administrator

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER <b>31788</b>	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  
Oakland 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:  
\$1,206,957.00 Certified Expenditure: \$839,166.00

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	12
Exhibit B	Budget Detail and Payment Provisions	4
+ - Exhibit B.1	Contractor's Program Budget and Narrative	17
+ - Exhibit C*	General Terms and Conditions 4-2017	
+ - Exhibit D	Special Terms and Conditions	8
+ - Exhibit E	Additional Provisions - Federally Funded Agreements	3
+ - Exhibit F	Additional Provision	3
+ - Exhibit G	Additional Provisions - Contract Monitoring & Transportation	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.)  
Oakland Unified School District

CONTRACTOR BUSINESS ADDRESS 915 54th St.	CITY Oakland	STATE CA	ZIP 94608
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PRINTED NAME OF PERSON SIGNING	TITLE
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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SCO ID: 5160-31788

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 31788	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

TITLE

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:

**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:

Department of Rehabilitation  
Douglas Boothby, DOR Contract  
Administrator  
1485 Civic Court, Ste 1100  
Concord, Ca 94250  
Phone: 925-602-3991  
Fax: 925-689-1797  
Douglas.Boothby@dor.ca.gov

Oakland Unified School District  
David Cammarata, Contract Administrator  
and Lead Transition Specialist  
Coordinator, Department of Special Education  
Santa Fe School Site  
915 54<sup>th</sup> Street, Oakland Ca 94608  
(510)879-5003 x3938118 (Office)  
(510)519-4708 (Cell)  
David.Cammarata@ousd.org

Jennifer Blake, Executive Director,  
Department of Special Education  
Santa Fe School Site  
915 54<sup>th</sup> Street, Oakland Ca 94608  
(510)879-5003 x3938008 (Office)  
Jennifer.Blake@ousd.org

**4. DESCRIPTION OF SERVICES/DELIVERABLES**

**See attached program description - EXHIBIT A.1**

**EXHIBIT A.1**  
**Cooperative Contract**  
**Oakland Unified School District**  
**Transition Partnership Program (TPP)**

**SCOPE OF WORK**

**I. Introduction**

This Cooperative Contract is designed to jointly serve the mutual students/ clients/ consumers receiving services from the Department of Rehabilitation (DOR) Greater East Bay District and the Oakland Unified School District (OUSD) through the combining of resources. Services delivered through the Transition Partnership Program (TPP) Cooperative Contract will focus on serving students with disabilities at District High Schools across Oakland. The purpose of the TPP is to provide DOR Student Services (WIOA Pre Employment Transition Services) and Vocational Rehabilitation (VR) Services to students/ clients/ consumers in Oakland who are attending:

- Oakland Technical
- Oakland High
- Castlemont
- McClymonds
- Oakland International
- Skyline
- Fremont
- Madison Park
- Dewey
- Sojourner Truth
- Ralph Bunche
- MetWest
- Rudsdale
- Street Academy
- Young Adult Program

The TPP staff will provide the DOR Student and VR services necessary for the students/ clients/ consumers to reach their goals. OUSD TPP and assigned DOR staff will work together through DOR Student Services and VR request, VR Services intake, eligibility, and planning to ensure provision of services necessary for student success and skill advancement. The DOR and OUSD Cooperative Agreement establishes a collaborative service relationship designed to provide the student/ client/ consumer greater access to specialized services intended to meet the unique needs of the shared DOR/OUSD population for individuals with disabilities. All services, funded directly or through certified expenditures, provided through this agreement shall be provided only for students/ clients/ consumers of the DOR.

Students that are 16-21 years old and attending a District OUSD High School will be referred by TPP staff to the DOR with an expectation that contract services will be provided during school through this contractual agreement. OUSD TPP staff members will work closely with appropriate DOR counselors through the referral, eligibility, and planning process to ensure coordinated service provision. Services offered will include the following DOR Student Services: Job Exploration Counseling, Workplace Readiness Training, Work-Based Learning Experiences, Instruction in Self-

Advocacy, and Counseling on Post-Secondary Education. Vocational Rehabilitation Employment Services offered will include the following Employment Services: Employment Preparation; Job Development, Placement, and Follow-up; and Short Term Supports as necessary for the student/client/ consumer to reach their employment goal. Services will also be made available to DOR Consumers of Blind Field Services (BFS) District as appropriate.

A TPP may provide DOR student services to students 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 with ID/DD ages 16-21 regarding Employment First, opportunities for employment, and supports to achieve Competitive Integrated Employment.

### **DOR STUDENT SERVICES**

For fiscal year 2021-2022, a total of 133 unduplicated TPP students will receive **DOR Student Services** through this cooperative contract.

It is expected that 70 TPP students will be referred for DOR Student Services.

For fiscal year 2022-2023, a total of 133 unduplicated TPP students will receive **DOR Student Services** through this cooperative contract.

It is expected that 70 TPP students will be referred for DOR Student Services.

For fiscal year 2023-2024, a total of 133 unduplicated TPP students will receive **DOR Student Services** through this cooperative contract.

It is expected that 70 TPP students will be referred for DOR Student Services.

### **VOCATIONAL REHABILITATION (VR) EMPLOYMENT SERVICES**

For fiscal year 2021-2022, a total of 45 unduplicated DOR consumers will receive **Vocational Rehabilitation (VR) Employment Services** through this cooperative contract.

It is expected that 40 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 34 cases successfully employed.

For fiscal year 2022-2023, a total of 45 unduplicated DOR consumers will receive **Vocational Rehabilitation (VR) Employment Services** through this cooperative contract.

It is expected that 40 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 34 cases successfully employed.

For fiscal year 2023-2024, a total of 45 unduplicated DOR consumers will receive **Vocational Rehabilitation (VR) Employment Services** through this cooperative contract.

It is expected that 40 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 34 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 exit from Secondary Programming TPP DOR Student Services will end if no longer considered a student per WIOA definition of a student with a disability.

The coordinated DOR Student Services activities shall include DOR, the school, and other appropriate agencies that may provide services to the student/DOR consumer including Regional Centers, the One Stop system, and Social Security administration. DOR Student Services are based upon the individual student/DOR consumer needs, taking into account the student's preferences and interests, and shall include instruction, community experiences.

The coordinated DOR Student Services activities shall include DOR, the school, and other appropriate agencies that may provide services to the student/ client/ consumer including the TPP, DOR, Regional Center of the East Bay, the One Stop system, and/or Social Security Administration. DOR Student Services are based upon the individual student/ client/ consumer needs, taking into account the students'/clients'/consumers' preferences and interests, and shall include instruction and/or 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 student/DOR consumer 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 based on the students' needs and choices. 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 on a quarterly basis.

Job Exploration Counseling services are provided by the Lead Transition Specialist, TPP Case Managers, Community Relations Assistant, Transition Support Teachers, Community Based Support Coordinators, Community Based Support Specialists, Community Based Support Specialists, and Transition Assistants.

## **2. Service Goals/Number to be served**

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

- There shall be 70 student/DOR consumers who receive Job Exploration Counseling services.

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

- There shall be 70 student/DOR consumers who receive Job Exploration Counseling services.

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

- There shall be 70 student/DOR consumers 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 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 work place 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 life style 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 on a quarterly basis.

Workplace Readiness Training services are provided by the Lead Transition Specialist, TPP Case Managers, Community Relations Assistant, Transition Support Teachers, Community Based Support Coordinators, Community Based Support Specialists, Community Based Support Specialists, and Transition Assistants.

## **2. Service Goals/Number to be served**

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

- There shall be 70 student/DOR consumers who receive Workplace Readiness Training services.

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

- There shall be 70 student/DOR consumers who receive Workplace Readiness Training services.

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

- There shall be 70 student/DOR consumers 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.

Work-Based Learning Experiences are provided by the Lead Transition Specialist, TPP Case Managers, Community Relations Assistant, Transition Support Teachers, Community Based Support Coordinators, Community Based Support Specialists, Community Based Support Specialists, and Transition Assistants.

#### **2. Service Goals/Number to be served**

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

- There shall be 25 student/DOR consumers who receive Work-based Learning Experiences services.
- 25 student/DOR consumers will participate in a Work Experience placement.

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

- There shall be 25 student/DOR consumers who receive Work-based Learning Experiences services.
- 25 student/DOR consumers will participate in a Work Experience placement.

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

- There shall be 25 student/DOR consumers who receive Work-based Learning Experiences services.
- 25 student/DOR consumers 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 on a quarterly basis.

Instruction in Self-Advocacy services are provided by the Lead Transition Specialist, TPP Case Managers, Community Relations Assistant, Transition Support Teachers, Community Based Support Coordinators, Community Based Support Specialists, Community Based Support Specialists, and Transition Assistants.

##### **2. Service Goals/Number to be served**

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

- There shall be 70 student/DOR consumers who receive Instruction in Self Advocacy services.

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

- There shall be 70 student/DOR consumers who receive Instruction in Self Advocacy services.

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

- There shall be 70 student/DOR consumers 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

Reporting of counseling on post-secondary education activities completed, findings, and recommendations will be provided to the referring DOR Counselor on a quarterly basis.

Counseling on Post-Secondary Education services are provided by the Lead Transition Specialist, TPP Case Managers, Community Relations Assistant, Transition Support Teachers, Community Based Support Coordinators, Community Based Support Specialists, Community Based Support Specialists, and Transition Assistants.

## 2. Service Goals/Number to be served

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

- There shall be 30 student/DOR consumers who receive Counseling on Post-Secondary Education services.

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

- There shall be 30 student/DOR consumers who receive Counseling on Post-Secondary Education services.

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

- There shall be 30 student/DOR consumers who receive Counseling on Post-Secondary Education services.

## Vocational Rehabilitation Employment Services

Vocational Rehabilitation (VR) Employment Services assist a DOR consumer prepare for, obtain, and retain employment. A continuum of services provides guidance and direction to a DOR consumer in the development of job search techniques and appropriate work-related behaviors that will enhance the consumer'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 consumers 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 student/DOR consumer's disability and benefits

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

Employment Preparation services are provided by the Lead Transition Specialist, TPP Case Managers, Community Relations Assistant, Transition Support Teachers, Community Based Support Coordinators, Community Based Support Specialists, Community Based Support Specialists, and Transition Assistants.

### **2. Service Goals/Number to be served**

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

- There shall be 30 DOR consumers who receive Employment Preparation services.

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

- There shall be 30 DOR consumers who receive Employment Preparation services.

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

- There shall be 30 DOR consumers who receive Employment Preparation services.

## **G. Job Development, Placement and Follow-up:**

### **1. Description of Service**

Assist job-ready DOR consumers, 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 consumer, assisting in placing the DOR consumer in the job, orienting the DOR consumer 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 consumers to find jobs which match their Individual Plan for Employment vocational goal
- Providing instruction in self-advocacy
- Assisting a DOR consumer 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 consumer and/or their employer post-placement to ensure job satisfaction upon acceptance of employment.

Reporting on job development, placement, and follow-up activities will be provided to the referring DOR counselor on a monthly basis.

Employment Preparation services are provided by the Lead Transition Specialist, TPP Case Managers, Community Relations Assistant, Transition Support Teachers, Community Based Support Coordinators, Community Based Support Specialists, Community Based Support Specialists, and Transition Assistants.

## **2. Service Goals/Number to be served**

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

- There shall be 30 DOR consumers who receive Job Development, Placement and Follow-up services.
- There shall be 38 DOR consumers placed in employment consistent with the IPE goal.
- The placements shall result in 34 successful DOR closures.

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

- There shall be 30 DOR consumers who receive Job Development, Placement and Follow-up services.
- There shall be 38 DOR consumers placed in employment consistent with the IPE goal.
- The placements shall result in 34 successful DOR closures.

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

- There shall be 30 DOR consumers who receive Job Development, Placement and Follow-up services.

- There shall be 38 DOR consumers placed in employment consistent with the IPE goal.
- The placements shall result in 34 successful DOR closures.

## **H. Short Term Supports Service**

### **1. Description of Service**

The Short-Term Supports (STS) service is provided to the DOR consumer 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 consumer’s employment-related needs. The STS service focuses on assisting the DOR consumer 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.

Reporting on short term supports activities will be provided to the referring DOR counselor on a monthly basis.

Short Term Supports services are provided by the Lead Transition Specialist, TPP Case Managers, Community Relations Assistant, Transition Support Teachers, Community Based Support Coordinators, Community Based Support Specialists, Community Based Support Specialists, and Transition Assistants.

### **2. Service Goals/Number to be served**

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

- There shall be 10 DOR consumers who receive Short Term Support Services.

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

- There shall be 10 DOR consumers who receive Short Term Support Services.

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

- There shall be 10 DOR consumers who receive Short Term Support Services.

## **III. Contract Administrator/Program Coordinator**

### Department of Rehabilitation

Douglas Boothby, DOR Contract Administrator  
 1485 Civic Court, Ste 1100  
 Concord, Ca 94250  
 Phone: 925-602-3991  
 Fax: 925-689-1797  
 Douglas.Boothby@dor.ca.gov

### Oakland Unified School District

David Cammarata, Contract Administrator and  
 Lead Transition Specialist  
 Coordinator, Department of Special Education  
 Santa Fe School Site  
 915 54<sup>th</sup> Street, Oakland Ca 94608  
 (510)879-5003 x3938118 (Office)  
 (510)519-4708 (Cell)  
 David.Cammarata@ousd.org

Jennifer Blake, Executive Director,  
Department of Special Education  
Santa Fe School Site  
915 54<sup>th</sup> Street, Oakland Ca 94608  
(510)879-5003 x3938008 (Office)  
Jennifer.Blake@ousd.org

#### **IV. Linkages to Other Community Agencies**

OUSD TPP has regular contact and ongoing working relationships with the following agencies to increase opportunities for DOR student/consumers and avoid duplication of services:

- OUSD programs including School-to-Career, Regional Occupational Program, Vocational Education Opportunities, Academy programs, Adult Education, Young Adult Program, and Linked Learning departments/ offices
- OUSD's Workability 1 grant program and services
- Regional Center of the East Bay
- One-Stop Centers on comprehensive high school campuses and the College of Alameda
- Peralta Community College District campuses and Student Accessibility Services
- EastBay Works- Oakland Career Center
- Port of Oakland- Employment Resources Development Program
- BRIDGES- Marriot Corporation
- The Unity Council
- Piedmont Adult School
- San Leandro Adult School
- East Bay Conservation Corps
- Employment Development Department (EDD)
- Job Crops
- Civicorp
- Center for Independent Living (CiL)
- East Oakland Youth Development Center (EOYD)
- Goodwill Industries of the Greater East Bay/ CALIDAD
- Youth Employment Partnership (YEP)
- Youth Uprising
- Social Security Administration
- Department of Motor Vehicles
- Adult Supported Services Agencies (Stepping Stones, Clausen House, ARC)
- Project SEARCH
- East Bay Innovations

#### **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 1<sup>st</sup>, 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

**Exhibit B.1  
Oakland USD TPP**

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

	<b>FY 7/1/2021 to 6/30/2022 <u>TOTALS</u></b>	<b>FY 7/1/2022 to 6/30/2023 <u>TOTALS</u></b>	<b>FY 7/1/2023 to 6/30/2024 <u>TOTALS</u></b>
DOR PROGRAM COSTS (From DOR Program Budget)	\$436,829	\$436,829	\$436,829
DOR Student Services Service Budget	\$303,911.00	\$303,911.00	\$303,911.00
VR Employment Services Service Budget (If Applicable)	\$98,408.00	\$98,408.00	\$98,408.00
<b>TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)</b>	<b>\$402,319</b>	<b>\$402,319</b>	<b>\$402,319</b>
<b>TOTAL FEDERAL COSTS</b>	<b>\$839,148</b>	<b>\$839,148</b>	<b>\$839,148</b>
Certified Match (If applicable)	\$279,722 25.00%	\$279,722 25.00%	\$279,722 25.00%
Total Federal Share	\$839,148 75.00%	\$839,148 75.00%	\$839,148 75.00%
Cash Match (If applicable)	0%	0%	0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
<b>TOTAL STATE MATCH</b>	<b>\$279,722</b>	<b>\$279,722</b>	<b>\$279,722</b>

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.

**Oakland USD TPP**

**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	<b>Units</b>	2.75	2.75	2.75
		\$303,537	\$303,537	\$303,537
Case Services (Individual Consumer Expenses)		133,292	133,292	133,292
	<b>SUBTOTAL</b>	<b>\$436,829</b>	<b>\$436,829</b>	<b>\$436,829</b>
Case Service Contract(s):				
<b>TOTAL DOR PROGRAM COST</b>		<b>\$436,829</b>	<b>\$436,829</b>	<b>\$436,829</b>

STATE OF CALIFORNIA  
 TPP SERVICE BUDGET- DOR STUDENT SERVICES

DEPARTMENT OF REHABILITATION

Original       Amendment

Contractor Name and Address		Contract Number			Federal ID Number			Page X of X		
Oakland Unified School District 915 54th Street Oakland, Ca 94608					94-6000385					
		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)		
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	Lead Transition Specialist 1 FTE= 35 hrs/ week; 12 Months + Beneits	\$150,795.92	0.121	\$18,246.31	\$150,795.92	0.121	\$18,246.31	\$150,795.92	0.121	\$18,246.31
2	TPP Case Manager(s) 4 FTE = 37.5 hrs/wk; 12 Months + Benefits	\$477,012.29	0.44	\$209,885.41	\$477,012.29	0.44	\$209,885.41	\$477,012.29	0.44	\$209,885.41
3	Community Relations Assistant 1 FTE = 37.5 hrs/ week; 12 Months + Benefits	\$103,808.60	0.5	\$51,904.30	\$103,808.60	0.5	\$51,904.30	\$103,808.60	0.5	\$51,904.30
4										
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15										
16										
17										
18	<b>Subtotal</b>			\$280,036.01			\$280,036.01			\$280,036.01
19	<b>OPERATING EXPENSES</b>									
20	Office Supplies/ Printing			\$228.75			\$228.75			\$228.75
21	Instructional Materials			\$228.75			\$228.75			\$228.75
22	Postage			\$393.75			\$393.75			\$393.75
23	Mileage			\$354.00			\$354.00			\$354.00
24	Training			\$116.25			\$116.25			\$116.25
25										
26										
27										
28	<b>Operating Subtotal</b>			\$1,321.50			\$1,321.50			\$1,321.50
29	<b>Personnel and Operating Subtotal</b>			\$281,357.51			\$281,357.51			\$281,357.51
30	<b>Indirect Rate Percentage</b>			4.22%			4.22%			4.22%
31	<b>Indirect Cost</b>			\$11,873.29			\$11,873.29			\$11,873.29
32	<b>Workplace Readiness Training</b>			\$6,930.00			\$6,930.00			\$6,930.00
33	<b>Work-based Learning</b>			\$3,750.00			\$3,750.00			\$3,750.00
	<b>TOTAL (rounded to nearest dollar)</b>			\$303,911			\$303,911			\$303,911

**Oakland Unified School District  
DOR Student Services Budget Narrative**

PERSONNEL

**Lead Transition Specialist (LTS)**

Benefits

STRS: 16.15%

FICA: 6.2%

MEDI: 1.45%

SUI: 0.11%

WC: 6.5%

Other: 4.0%

Total- 34.41%

Health and welfare (Medical, dental, and vision): 15,000\$

Cooperative Program Duties

Activities Include:

- Implement, support, coordinate, and manage the overall DOR Student Services Portion of the Transition Partnership Program (TPP) within the description of the service contract.
  - Prepare, monitor, and oversee TPP contract compliance for DOR Student Services
  - Coordinate with OUSD's Budget and Accounting departments to monitor TPP budget, billing, and contract spending for DOR Student Services
  - Support the gathering and compliant completion of Personnel Activity Reports and Service Invoices for DOR student Services for all participating TPP staff
  - Write and maintain TPP Contract
  - Coordinate and attend monthly and quarterly TPP meetings
  - Prepare monthly and quarterly reports
  - Supervision of contract staff
  - Oversee TPP Student Services Budget
  - Oversee TPP contract services
  - Monitor TPP reports and record keeping
  - Establish and maintain linkages with Department of Rehabilitation
  - Coordinate staff development activities for schools and TPP staff
  - Evaluate program needs for continuous program improvement
  - Meet regularly with OUSD TPP staff to track progress in
- Provide and supervise the provision of DOR Student Services
  - Develop TPP curriculum for DOR Student Services
  - Attend Individual Education Program (IEP) meetings when appropriate to discuss TPP goals and progress.
  - Assess student/ client/ consumer interests', aptitudes, and values
  - Act as liaison between the student/ client/ consumer, their family, school personnel and DOR
  - Work with the training facility/ employer where the student/client/ consumer participates
  - Attend meetings with DOR Counselors and student/ client/ consumer
  - Assist in case management of student/ client/ consumer
  - Participate in community employer networks
  - Provide DOR Student Services



## Traditional Education Functions

### Special Education Coordinator

#### Activities Include:

- Coordinator of and Administrator for the Young Adult Program
  - Coordinate Transition Services for students with Moderate to Severe disabilities aged 18-22 in community-based settings in OUSD
  - Attend, lead, and supervise Young Adult Program meetings and staff development
  - Liaison between Young Adult Program case managers and TPP program staff
  - Supervises other OUSD staff and personnel
  - Acts as site administrator- writes site safety plan, administers safety drills per California Ed Code
- Coordinator of and Administrator for the Career Transition Services Department
  - Workability 1 Coordinator
  - Manage budget and service provision for the Workability 1 program in Secondary programs
  - Attend Workability 1 meetings
  - Develop Transition Services and linkages between continuing education institutions as well as access to vocational experiences and opportunities for young people with disabilities in OUSD

### **TPP Case Manager (TPP CM)**

#### Benefits

PERS: 20.7%

FICA: 6.2%

MEDI: 1.45%

SUI: 0.11%

WC: 6.5%

PERSRED: 4%

Total- 38.96%

Health and welfare (Medical, dental, and vision): 16,000\$

### Cooperative Program Duties

#### Activities Include:

- Attend IEP Meetings for students/clients/ consumers receiving DOR Student Services to discuss TPP goals and progress
- Attend Monthly and Quarterly TPP meetings
- Provide administrative support as needed for the TPP
- Support TPP teaching staff with materials, information, and other classroom/ program support
- Support DOR Counselor's activities such as gathering DR260, DR203, and DR205
- Develop and strengthen linkages to other agencies
- Maintain current knowledge of labor laws regarding the employment of minors and persons with disabilities
- Coordinate with DOR Counselors in completing the paperwork necessary for students/ clients/ consumers to gain work experiences
- Develop work-based learning opportunities
- Perform vocational assessments to assist students with identifying interests and aptitudes

- Coordinate vocational site visits, job shadowing, mock interviews, and other linkages to the workplace
- Seek Work Experience placements for students
- Act as liaison between the student and their family and school/ program personnel
- Assist with the case management and tracking of students/clients/ consumers
- Participate in community employer networks
- Implement the DOR Student Services offered within the description of the TPP service contract
  - Assist with professional development training for TPP in the provision of DOR Student Services
  - Provide training to staff in DOR Student Services
  - Maintain TPP student/ client/ consumer records case notes and/or program activity logs of DOR Student Services
  - Prepare assigned reports including inputting data into trackers and data bases
  - Prepare and submit monthly Personnel Activity Report of DOR Student Services for this position
  - Work collaboratively to further support TPP and DOR Student Services goals

### Traditional Education Functions

#### Activities Include:

- Clerical duties assigned to Special Education Department
- Attend Meetings when necessary
- Schedule and convene meetings
- Collaborate with stakeholders to achieve measurable outcomes
- Develop ongoing alliances with education advocates and community resources
- Complete record keeping tasks
- Duties assigned as necessary
- Assist in furthering the mission and goals of the Department of Special Education
- Supervise and provide Workability 1 services where appropriate and applicable
  - Provide array of Workability 1 services

### **Community Relations Assistant (CRA)**

#### Benefits:

PERS: 20.7%

FICA: 6.2%

MEDI: 1.45%

SUI: 0.11%

WC: 6.5%

PERSRED: 4%

Total- 38.96%

Health and welfare (Medical, dental, and vision): 16,000\$

### Cooperative Program Duties

#### Activities Include:

- Implement the DOR Student Services offered within the description of the TPP service contract
- Assist LTS and TPP CMs in preparing DOR Student Services statistical information and documentation for DOR

- Maintain TPP computer files and develop spreadsheets, forms, and reports
- Maintain DOR Student Services files for TPP students/ clients/ consumers in both PE/SS and VR case types
- Assist with invoicing for OUSD reimbursement of Workplace Readiness transportation and Work-based Learning clothes, boots, tools, and other employer required items
- Provide administrative and technical support for DOR Student Services staff
- Assist with ordering TPP instructional materials and office supplies for DOR Student Services
- Process TPP vendor requests for DOR Student Services.
- Assist DOR Student Services staff in invoicing for mileage and submitting for signatures.
- Maintain DOR Student Services calendar and schedule conference rooms for TPP meetings.
- Arrange and schedule travel accommodations for DOR Student Services meetings and conferences and TPP student/DOR consumer field trips.
- Process incoming and outgoing DOR Student Services mail, packages, resources and materials.
- Assist in making copies of DOR Student Services materials and resources for TPP use.
- Disseminate DOR Student Services information to TPP students/DOR consumers, parents/guardians, OUSD and TPP staff, and community members, as needed.
- Meet with DOR and DOR Student Services staff at regularly scheduled TPP student/DOR consumer centered meetings, if appropriate.
- Meet with DOR Student Services staff monthly/quarterly to discuss TPP student/DOR consumer progress and DOR Student Services achievements and challenges.
- Provide input concerning DOR Student Services policies and procedures.
- Work collaboratively with the DOR Student Services team to further program goals.
- Provide DOR Student Services

### Traditional Education Functions

#### Activities Include:

- Clerical duties assigned to Special Education Department
- Attend meetings when necessary
- Schedule and convene meetings
- Collaborate with stakeholders to achieve measurable outcomes
- Develop ongoing alliances with education advocates and community resources
- Complete record keeping tasks
- Duties assigned as necessary
- Assist in furthering the mission and goals of the Department of Special Education
- Duties assigned as necessary
- Provide Workability 1 array of services

### **OPERATING EXPENSES**

Office Supplies/Printing – All tangible personal property other than those described in Equipment and includes consumable supplies to be used during the contract period. Supplies may include USB flash drives, record-keeping materials, labels, folders, binders, notepads, calendars, paper, markers, pens pencils. DOR Student Services represent 75% of the total budget so the contract will charge 75% of office supplies to the DOR Student Service budget.

Instructional Materials – Materials for use in the provision of DOR Student Services that have an instructional classroom component (e.g., job exploration counseling). May include vocational curriculum, videos, vocation and career inventory materials or portfolio development materials. May also include job specific tutorial supplies.

Postage – To mail DOR Student Services documents to TPP student/DOR consumers and family members, teaching staff, and/or DOR.

Mileage – Reimbursement for mileage expenses when DOR Student Services staff use their own private vehicles in the provision of DOR Student Services such as work experience development and developing community partners. Reimbursement is not to exceed the CalHR designated state rate.

Training – Registration and fees for DOR Student Services staff to attend training or to bring in a trainer to provide training related to DOR Student Services (e.g., current trends in technology related to Work-based Learning Experiences, Workplace Readiness Training and Job Exploration Counseling (may include labor laws/labor market trends and career and vocational preparation)). Training must be pre-approved in writing by the DOR Contract Administrator and must be received for all training costs.

#### INDIRECT COSTS:

Indirect program costs which are reasonable and necessary for the administration, general management and support of the program as represented by a percentage approved by the California Department of Education. This includes items which are not directly related to the provision of the service contract, such as Accounting Department, Personnel Department, and/or Maintenance.

Workplace Readiness Training – Costs for the purchase of bus passes to support travel training instruction as part of Workplace Readiness Training services. Total amount budgeted is based on the anticipated number of TPP students receiving transportation training multiplied by the prevailing local student bus pass rates. Approximately 70 students will receive monthly student bus passes at \$33.00 per month (\$2310 per month total) for approximately 3 months. Therefore, the total budgeted amount for the Workplace Readiness Training line item will be set at \$6,930.

Work-based Learning – Costs 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 to participated in Work-based Learning services based on the contract service goal, and up to \$150.00 allowance per TPP student. The TPP budgets \$150 per student, and the program has a goal of providing Work-based Learning experiences to 25 students. Therefor, the total budgeted amount for the Work-based Learning line item will be set at \$3,750.

*Receipts for items purchases 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

DEPARTMENT OF REHABILITATION

Original       Amendment

Contractor Name and Address		Contract Number			Federal ID Number			Page X of X		
Oakland Unified School District 915 54th Street Oakland, Ca 94608					94-6000385					
		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)		
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	Lead Transition Specialist 1 FTE= 35 hrs/ week; 12 Months + Beneits	\$150,795.92	0.01	\$1,507.96	\$150,795.92	0.01	\$1,507.96	\$150,795.92	0.01	\$1,507.96
2	TPP Case Manager(s) 4 FTE = 37.5 hrs/wk; 12 Months + Benefits	\$477,012.29	0.144	\$68,689.77	\$477,012.29	0.144	\$68,689.77	\$477,012.29	0.144	\$68,689.77
3	Community Relations Assistant 1 FTE = 37.5 hrs/ week; 12 Months + Benefits	\$103,808.60	0.23	\$23,875.98	\$103,808.60	0.23	\$23,875.98	\$103,808.60	0.23	\$23,875.98
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13										
14										
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16										
17										
18	<b>Subtotal</b>			\$94,073.71			\$94,073.71			\$94,073.71
19	<b>OPERATING EXPENSES</b>									
20	Office Supplies/ Printing			\$76.25			\$76.25			\$76.25
21	Instructional Materials			\$76.25			\$76.25			\$76.25
22	Postage			\$131.25			\$131.25			\$131.25
23	Mileage			\$27.00			\$27.00			\$27.00
24	Training			\$38.75			\$38.75			\$38.75
25										
26										
27										
28	<b>Operating Subtotal</b>			\$349.50			\$349.50			\$349.50
29	<b>Personnel and Operating Subtotal</b>			\$94,423.21			\$94,423.21			\$94,423.21
30	<b>Indirect Rate Percentage</b>			4.22%			4.22%			4.22%
31	<b>Indirect Cost</b>			\$3,984.66			\$3,984.66			\$3,984.66
	<b>TOTAL (rounded to nearest dollar)</b>			\$98,408			\$98,408			\$98,408

**Oakland Unified School District  
DOR Vocational Rehabilitation Employment Services Budget Narrative**

PERSONNEL

**Lead Transition Specialist (LTS)**

Benefits

STRS: 16.15%

FICA: 6.2%

MEDI: 1.45%

SUI: 0.11%

WC: 6.5%

Other: 4.0%

Total- 34.41%

Health and welfare (Medical, dental, and vision): 15,000\$

Cooperative Program Duties

Activities Include:

- Implement, support, coordinate, and manage the overall DOR VR Employment Services portion of the Transition Partnership Program (TPP) within the description of the service contract.
  - Prepare, monitor, and oversee TPP contract compliance for VR Employment Services
  - Coordinate with OUSD's Budget and Accounting departments to monitor TPP budget, billing, and contract spending for VR Employment Services
  - Monitor staff allocation of time and gather and review Personnel Activity Reports and Service Invoices for VR Employment services. Submit to DOR contract administrator
  - Prepare and submit monthly PARS of VR Employment services for this position
  - Train, schedule, and monitor staff providing VR Employment Services
  - Support the gathering and compliant completion of Personnel Activity Reports and Service Invoices for VR Employment Services for all participating TPP staff
  - Write and maintain TPP Contract
  - Coordinate and attend monthly and quarterly TPP meetings
  - Prepare monthly and quarterly reports
  - Supervision of contract staff
  - Oversee TPP Student VR Employment Services Budget
  - Oversee TPP contract services
  - Monitor TPP reports and record keeping
  - Establish and maintain linkages with Department of Rehabilitation
  - Coordinate staff development activities for schools and TPP staff
  - Evaluate program needs for continuous program improvement
  - Meet regularly with OUSD TPP staff to track progress in VR Employment Services
- Provide and supervise the provision of VR Employment Services
  - Develop TPP curriculum for VR Employment Services
  - Attend Individual Education Program (IEP) meetings when appropriate to discuss TPP goals and progress
  - Assess student/ client/ consumer interests', aptitudes, and values
  - Act as liaison between the student/ client/ consumer, their family, school personnel and DOR
  - Work with the training facility/ employer where the student/client/ consumer participates

- Attend meetings with DOR Counselors and student/ client/ consumer
- Assist in case management of student/ client/ consumer
- Participate in community employer networks
- Provide VR Employment Services

### Traditional Education Functions

#### Special Education Coordinator

##### Activities Include:

- Coordinator of and Administrator for the Young Adult Program
  - Coordinate Transition Services for students with Moderate to Severe disabilities aged 18-22 in community-based settings in OUSD
  - Attend, lead, and supervise Young Adult Program meetings and staff development
  - Liaison between Young Adult Program case managers and TPP program staff
  - Supervises other OUSD staff and personnel
  - Acts as site administrator- writes site safety plan, administers safety drills per California Ed Code
- Coordinator of and Administrator for the Career Transition Services Department
  - Workability 1 Coordinator
  - Manage budget and service provision for the Workability 1 program in Secondary programs
  - Attend Workability 1 meetings
  - Develop Transition Services and linkages between continuing education institutions as well as access to vocational experiences and opportunities for young people with disabilities in OUSD

### **TPP Case Manager (TPP CM)**

#### Benefits

PERS: 20.7%

FICA: 6.2%

MEDI: 1.45%

SUI: 0.11%

WC: 6.5%

PERSRED: 4%

Total- 38.96%

Health and welfare (Medical, dental, and vision): 16,000\$

### Cooperative Program Duties

##### Activities Include:

- Implement the VR Employment Services offered within the description of the TPP service contract
- Coordinate with LTS and DOR staff to identify needs and develop strategies for providing VR Employment Services to high school and post exit TPP students/DOR consumers.
- Plan, organize and coordinate VR Employment Services for TPP students/DOR consumers.
- Assist with professional development training for TPP staff in the provision of VR Employment Services. Assist TPP staff with record-keeping and monitoring of provision of VR Employment Services. Facilitate communication between special education staff and TPP, students, DOR and parents/guardians.

- Attend IEP Meetings for students/clients/ consumers receiving VR Employment Services to discuss TPP goals and progress
- Attend Monthly and Quarterly TPP meetings
- Provide administrative support as needed for the TPP
- Support TPP teaching staff with materials, information, and other classroom/ program support
- Support DOR Counselor's activities such as gathering student/client/ consumer paperwork, school documentation, IEPs, ITPs, psychological reports, and/or assist with making appointments at the school sites for students/clients/consumers in a minimum of applicant status
- Develop and strengthen linkages to other agencies
- Maintain current knowledge of labor laws regarding the employment of minors and persons with disabilities
- Provide job development for the placement of students/clients/consumers in training sites and competitive employment
- May provide short term supports
- Provide follow-up services for students/clients/consumers
- Perform vocational assessments to assist students with identifying interests and aptitudes
- Act as liaison between the student and their family and school/ program personnel
- Assist with the case management and tracking of students/clients/ consumers
- Participate in community employer networks
- Implement the VR Employment Services offered within the description of the TPP service contract
  - Assist with professional development training for TPP in the provision of VR Employment Services
  - Provide training to staff in VR Employment Services
  - Maintain TPP student/ client/ consumer records case notes and/or program activity logs of VR Employment Services
  - Prepare assigned reports including inputting data into trackers and data bases
  - Prepare and submit monthly Personnel Activity Report of DOR Student Services for this position
  - Work collaboratively to further support TPP and DOR Student Services goals

### Traditional Education Functions

#### Activities Include:

- Clerical duties assigned to Special Education Department
- Attend Meetings when necessary
- Schedule and convene meetings
- Collaborate with stakeholders to achieve measurable outcomes
- Develop ongoing alliances with education advocates and community resources
- Complete record keeping tasks
- Duties assigned as necessary
- Assist in furthering the mission and goals of the Department of Special Education
- Supervise and provide Workability 1 services where appropriate and applicable
  - Provide array of Workability 1 services

### **Community Relations Assistant (CRA)**

#### Benefits:



PERS: 20.7%  
FICA: 6.2%  
MEDI: 1.45%  
SUI: 0.11%  
WC: 6.5%  
PERSRED: 4%  
Total- 38.96%  
Health and welfare (Medical, dental, and vision): 16,000\$

### Cooperative Program Duties

Activities Include:

- Implement the VR Employment Services offered within the description of the TPP service contract
- Assist LTS and TPP CMs in preparing VR Employment Services statistical information and documentation for DOR
- Maintain TPP computer files and develop spreadsheets, forms, and reports
- Maintain DOR Student Services files for TPP students/ clients/ consumers in both PE/SS and VR case types
- Provide administrative and technical support for VR Employment Services staff
- Assist with ordering TPP instructional materials and office supplies for VR Employment Services
- Process TPP vendor requests for VR Employment Services.
- Assist VR Employment Services staff in invoicing for mileage and submitting for signatures.
- Maintain VR Employment Services calendar and schedule conference rooms for TPP meetings.
- Arrange and schedule travel accommodations for VR Employment Services meetings and conferences and student/client/consumer field trips.
- Process incoming and outgoing VR Employment Services mail, packages, resources and materials.
- Assist in making copies of VR Employment Services materials and resources for TPP use.
- Disseminate VR Employment Services information to students/clients/consumers, parents/guardians, OUSD and TPP staff, and community members, as needed.
- Meet with DOR and VR Employment Services staff at regularly scheduled student/client/consumer centered meetings, if appropriate.
- Meet with VR Employment Services staff monthly/quarterly to discuss student/client/ progress and DOR Student Services achievements and challenges.
- Provide input concerning VR Employment Services policies and procedures.
- Work collaboratively with the VR Employment Services team to further program goals.
- Provide VR Employment Services

### Traditional Education Functions

Activities Include:

- Clerical duties assigned to Special Education Department
- Attend meetings when necessary
- Schedule and convene meetings
- Collaborate with stakeholders to achieve measurable outcomes
- Develop ongoing alliances with education advocates and community resources
- Complete record keeping tasks

- Duties assigned as necessary
- Assist in furthering the mission and goals of the Department of Special Education
- Duties assigned as necessary
- Provide Workability 1 array of services

## **OPERATING EXPENSES**

Office Supplies/Printing – All tangible personal property other than those described in Equipment and includes consumable supplies to be used during the contract period. Supplies may include USB flash drives, record-keeping materials, labels, folders, binders, notepads, calendars, paper, markers, pens pencils. VR Employment Services represent 25% of the total budget so the contract will charge 25% of office supplies to the DOR Student Service budget.

Instructional Materials – Materials for use in the provision of VR Employment Services that have an instructional classroom component (e.g., employment preparation). May include vocational curriculum, videos, vocational and career inventory materials or portfolio development materials. May also include career interest inventories, vocation-specific curricula, and job placement materials.

Postage – To mail VR Employment Services documents to TPP student/DOR consumers and family members, teaching staff, and/or DOR.

Mileage – Reimbursement for mileage expenses when VR Employment Services staff use their own private vehicles in the provision of VR Employment Services such as job placement development and developing community partners. Reimbursement is not to exceed the CalHR designated state rate.

Training – Registration and fees for VR Employment Services staff to attend training or to bring in a trainer to provide training related to VR Employment Services (e.g., current trends in technology related to Employment Preparation, Job Development, Placement and Follow Up or Short Term Supports (may include labor laws/labor market trends and career and vocational preparation)). Training must be pre-approved in writing by the DOR Contract Administrator and must be received for all training costs.

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

## **INDIRECT COSTS:**

Indirect program costs which are reasonable and necessary for the administration, general management and support of the program as represented by a percentage approved by the California Department of Education. This includes items which are not directly related to the provision of the service contract, such as Accounting Department, Personnel Department, and/or Maintenance.

**COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET**

July 1, 2021 - June 30, 2024

Contractor Name and Address				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. <b>**NOTE**</b> No portion of the below expenditures shall come from Federal Funds or WorkAbility I Funds.					
Oakland Unified School District 915 54th Street Oakland, Ca 94608 FEIN: 94-6000385									
Item Expenditure	July 1, 2021 - June 30, 2022			July 1, 2022 - June 30, 2023			July 1, 2023 - June 30, 2024		
PERSONNEL - Position Title & Time Base	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
TPP Teachers (TPPT) 20 FTE 30 hrs/wk, 10 months	\$2,103,114.00	0.10	\$210,311.40	\$2,103,114.00	0.10	\$210,311.40	\$2,103,114.00	0.10	\$210,311.40
TPP Support Staff (TPPSS) 8 FTE 30 hrs/wk, 10 months	\$549,131.00	0.13	\$69,410.16	\$549,131.00	0.13	\$69,410.16	\$549,131.00	0.13	\$69,410.16
<b>Personnel Subtotal</b>			\$279,721.56			\$279,721.56			\$279,721.56
<b>OPERATING EXPENSES</b>									
<b>Operating Subtotal</b>									
<b>Personnel and Operating Subtotal</b>			\$279,721.56			\$279,721.56			\$279,721.56
<b>TOTAL EXPENDITURES "CERTIFIED"</b>			\$279,722			\$279,722			\$279,722

Oakland Unified School District  
DOR Certified Expenditure Budget Narrative

PERSONNEL: Certificated Staff

Benefits

STRS: 16.15%

FICA: 6.2%

MEDI: 1.45%

SUI: 0.11%

WC: 6.5%

Other: 4.0%

Total- 34.41%

Health and welfare (Medical, dental, and vision): 15,000\$

**TPP Teachers (TPPT):**

Secondary Special Education Teachers

Cooperative Program Duties

Activities include:

- Will provide DOR Student Services and VR Employment Services to TPP students/ consumers/ clients
  - Services will be provided in 1:1 settings, small groups, workshops, or classroom-based instruction focusing on the support and skill development needed by TPP participants to engage in the local labor market and meet their employment and continuing education goals
  - Instruct TPP students/DOR consumers on the local labor market
  - Administer career aptitude, career skill and vocational interest inventories and interpret results to TPP students/DOR consumers.
  - Assist TPP students/DOR consumers with developing career and vocational goals.
  - Assist in developing TPP student/DOR consumer transition plan of DOR Student Services, provide documentation and attend IEP meetings as needed to discuss TPP progress.
  - Assist TPP Students/DOR consumers to transition from DOR Student Services to VR Employment Services as appropriate.
- Teach TPP curriculum specifically to TPP students/ clients/ consumers
- Complete monthly Personnel Activity Reports (PARs) and monthly calendar noting the service and actual time spent with the TPP student/DOR consumer.
- Collaborate with other special education and OUSD staff when providing DOR Student Services and discuss appropriate referrals to DOR Student Services with staff.
- Coordinates appropriate student/client/consumer transition activities and program with DOR staff and other school/ community agencies for specific TPP students/clients/consumers.
- Coordinates with TPP staff as they provide training and support to students/clients/consumers for specific TPP students/clients/consumers

Traditional Education Functions

- Provides for the training, instruction, and coordination of individualized programs for secondary students enrolled in special education programs and services.

- Utilizes District resources, staff support, and school programming to promote educational opportunities for students on case load
- Adjusts educational program on an individual basis for the purpose of helping the student become as independent as possible
- Monitors progress to goals for all assigned students on a regular and on-going basis
- Develops, writes, and facilitates the Individualized Education Plan (IEP) for all assigned students

PERSONNEL: Certificated Staff

Benefits

PERS: 20.7%

FICA: 6.2%

MEDI: 1.45%

SUI: 0.11%

WC: 6.5%

PERSRED: 4%

Total- 38.96%

Health and welfare (Medical, dental, and vision): 16,000\$

**TPP Support Staff (TPPSS):**

Secondary Paraeducators and Instructional Support Specialists

Cooperative Program Duties

- Assists TST to provide DOR Student Services and VR Employment Services to TPP students/clients/consumers
- Provides limited Short Term Supports to TPP students/clients/consumers in Job Placement
- Assists TSTs with instruction of students/clients/consumers enrolled in the TPP
- Completes monthly Personnel Activity Reports and monthly calendar
- Provides TPP students/clients/consumers support in 1:1, small-group, workshop, and full-class settings
- Complete monthly Personnel Activity Reports (PARs) and monthly calendar noting the service and actual time spent with the TPP student/DOR consumer.

Traditional Education Duties

- Assists certified instructors in all areas assigned and assists in maintaining a classroom, program, school environment that is conducive to learning
- Assists with instruction of students in academic subjects leading to inclusive learning opportunities for all assigned students
- Participates in progress monitoring of student IEP goals
- Complete monthly Personnel Activity Reports (PARs) and monthly calendar noting the service and actual time spent with the TPP student/DOR consumer.

## **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 it's 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](mailto: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](http://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**

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 1<sup>st</sup>, 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**

**ADDITIONAL PROVISIONS-CONTRACTOR'S MONITORING & TRANSPORTATION**

**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 student/DOR clients served that month
- Ensuring Personnel Activity Reports or time reporting documents and a list of student/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 student/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 student/DOR clients' receiving DOR Student Services and monthly progress reports for students participating in Work-based Learning Experience and VR Employment Services. Progress reports should include student/DOR client's name and other necessary or required information to document the services provided and individual student/DOR client progress in those services.

**II. Transportation**

The Contractor will provide transportation to 7 student/DOR clients including the driver.