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Enactment Number	12-0791
Enactment Date	2-22-12



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** The Board of Education  
**From** Tony Smith, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date** 2-22-12  
 (To be completed by Procurement)

**Subject** Professional Services Contract - California State Department of Rehabilitation (Contractor, City/State) - Program for Exceptional Children's Career Transition Department (site/department)

**Action Requested** Approval by the Governing Board of the three-year renewal Professional Services Contract between the District and California State Department of Rehabilitation. Services to be provided to Program for Exceptional Children's Career Transition Department participants for the period of 07/01/2012 through 06/30/2015.

**Background**  
*A one paragraph explanation of why an amendment is needed.*  
 This partnership enriches the services provided to 11th and 12th grade disabled students' / DOR clients' ability to gain meaningful employment and/or post-secondary education.  
 The DOR contract's Service Budget for three-years is \$1,123,575.00. This budget presently funds 5- 100% FTEs and the program's operating expenses. The district's match funding for the three-years is \$844,578.

**Discussion**  
*One paragraph summary of the amended scope of work.*  
 The contract provides support to students enrolled in the Transition Partnership Project (TPP) program. The DOR has funded this program for almost 18-years. The total number of students projected to be served each year is approximately 300. The district and DOR have combined their resources to enrich the services provided to disabled students / clients to 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.

**Recommendation** Approval by the Governing Board of the three-year renewal Professional Services Contract between the District and California State Department of Rehabilitation. Services to be provided to Program for Exceptional Children's Career Transition Department participants for the period of 07/01/2012 through 06/30/2015.

**Fiscal Impact** Funding resource name: NO IMPACT on the district. California State Department has increased the contract amount not to exceed \$0.00.

**Attachments**

- 4 Original Signed Standard Agreement forms, Agreement # 28504
- DOR/OUSD Joint Contract
- Signed Payee Data Record
- Signed Certification
- Signed Grant Contract Signature Authorization form to be signed by Authorized Person per Board Resolution once Board approval has been attained
- Board Resolution form to be signed by Board Secretary once Board approval has been attained

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER
28504
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Rehabilitation

CONTRACTOR'S NAME

Oakland Unified School District

2. The term of this Agreement is: July 1, 2012 through June 30, 2015

3. The maximum amount of this Agreement is: \$1,123,575.00  
 Certified Expenditure \$844,578.00

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.

**CFDA #84.126A State Vocational Rehabilitation Services Program**

Exhibit A - Scope of Work	1 page
Exhibit A.1 - Contractor's Program Scope of Work	7 pages
Exhibit B - Budget Detail and Payment Provisions	4 pages
Exhibit B.1 - Contractor's Program Budget and Narrative	19 pages
Exhibit C* - General Terms and Conditions	GTC 610 (Dated 06/09/10) 1 page
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	6 pages
Exhibit E - Additional Provisions - Federally Funded Agreements	3 pages
Exhibit F - Additional Provisions - Cooperative/Case Service Agreements	3 pages
Exhibit G - Additional Provisions - Contractor's Monitoring & Transportation	1 page

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

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

**CONTRACTOR**

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

Oakland Unified School District

BY (Authorized Signature)

*Sharon St. Casanoves*

DATE SIGNED (Do not type)

*1/30/12*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

2850 West Street, Administrative Office, Oakland, CA 94608

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)

*Simone Dumas*

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Simone Dumas, Chief, Contracts and Procurement Section

ADDRESS

721 Capitol Mall, 6th Floor, Sacramento, CA 95814

California Department of General  
 Services Use Only

Exempt per:

**EXHIBIT A**  
**(Standard Agreement - Subvention)**  
**SCOPE OF WORK**

**1. PURPOSE**

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

**2. AUTHORITY**

Legislation:

Regulations: 34 CFR 371

Catalog of Federal Domestic Assistance Number: CFDA 84.126A

**3. CONTRACT REPRESENTATIVES**

The Contractor shall direct all inquiries during the term of this agreement to the **DOR Contract Administrator** listed herein:

Department of Rehabilitation Diane Gressani 1485 Enea Court, Ste 1100 Concord, CA 94523 (925) 602-3991 dgressan@dor.ca.gov	Oakland Unified School District Programs for Exceptional Children Leslyn Henry/Max Forman Secondary Education Team 2850 West Street, Administrative Offices Oakland, CA 94608 (510) 874-3722 x 2 or (510) 882-9856 Britelight2@comcast.net Max.forman@ousd.k12.ca.us
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**4. DESCRIPTION OF SERVICES/DELIVERABLES**

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

**EXHIBIT A.1**  
**(Standard Agreement - Subvention)**

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Transition Partnership Program**

**SCOPE OF WORK**

**I. Introduction**

This contract is designed to jointly serve the mutual clients receiving services from the Oakland Unified School District (OUSD) and the Greater East Bay District of the Department of Rehabilitation's (DOR) Vocational Rehabilitation (VR) program. Staff and resources are combined to provide vocational rehabilitation services through this Transition Partnership Program (TPP).

Oakland Unified School District staff will focus on serving students with the most severe disabilities from six comprehensive high schools, nine alternative schools, and five alternative young adult programs (Castlemont, Fremont, McClymonds, Oakland, Skyline, Technical; ARISE, Bunche, Dewey, Far West, Hillside Academy, MetWest, Rudsdale, Sojourner Truth, UNITY; Community Immersion Program I, II, III, IV, and V). Students will be referred to DOR in the spring of their sophomore or junior years with the expectation that Transition Partnership Services will be provided in the junior and/or senior years through this contractual agreement. TPP staff from the Oakland Unified School District will work closely with referring DOR Counselor(s) throughout the referral, intake, eligibility and planning processes to ensure coordinated services that will lead to a successful employment outcome.

The purpose of the Transition Partnership Program is to provide career opportunities for students with disabilities. The program provides rehabilitation services at no cost to eligible students. Services will include: Employment (employment preparation, job development, placement and follow-up, Non Supported Employment job coaching) and Work Experience Services necessary for the student/DOR client to reach his/her employment goal.

For the fiscal year 2012/2013, there shall be a total of 300 unduplicated students/DOR clients who shall receive services through this cooperative program.

As a result of the services provided through this contract, it is expected that DOR on an annual basis will:

- Open 75 new cases (Status 02)
- Develop 70 new Individual Plan for Employment (IPE)
- Close 37 cases successfully (Rehabilitated).

For the fiscal year 2013/2014, there shall be a total of 300 unduplicated students/DOR clients who shall receive services through this cooperative program.

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- Open 75 new cases (Status 02)
- Develop 70 new Individual Plan for Employment (IPE)
- Close 38 cases successfully (Rehabilitated).

## **II. Services to be Provided**

### **1. DESCRIPTION OF SERVICES**

#### **A. Transition Partnership Program (TPP) COOP TRANSITION SERVICES**

The term "TPP COOP Transition Services" means a coordinated set of activities for a student/DOR client, designed within an outcome-oriented process, that promotes movement from school to post-school activities, including post-secondary education, vocational training, integrated employment, continuing and adult education, adult services, independent living, or community participation ultimately resulting in competitive employment in an integrated environment.

The coordinated set of activities shall be based upon the individual DOR student/ DOR client needs, taking into account the student's preferences and interests, as well as, DOR IPE goals and objectives, and shall include instruction, community experiences, the development of employment and other post-school adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation.

The following vocational rehabilitation services are designed to be provided under the auspices of a DOR third-party cooperative agreement, and individualized to each DOR student/ DOR client needs and IPE. These services are not services that are certified by DOR or otherwise CARF accredited.

## DESCRIPTION OF SERVICES

### *Pre-plan activity to include:*

**a. Transition Vocational Evaluation (TVE)** - Transition Vocational Evaluation services provide an individualized, timely, and systematic process by which a student/DOR client seeking employment learns to identify strengths, barriers to employment, as well as viable vocational options and develop employment goals and objectives. TVE includes an analysis of the DOR student/DOR client's prior work experience and transferable skills. Published assessments may include career aptitude, career interest, career skills and interest inventory assessments. Actual work sites may also be used to conduct the evaluation and may include simulated work trials, the opportunity to conduct work activity with paid wages, job exploration, job shadowing, and volunteer activities. Reporting of assessments completed, findings, and recommendations will be provided to the referring DOR Counselor(s).

**b. Vocational Instruction (Employment Preparation)** - Classroom and/or community based instruction with a vocational rehabilitation focus. This instruction can be provided as a class, in a group or individually with curricular supports. This secondary school instruction is intended to support both pre-plan and plan activities, goals and objectives and will typically be provided until the student exits the secondary school system. Services will be in concert with the DOR IPE, once it is developed. Activities may include instruction regarding techniques for obtaining and maintaining employment, such as:

- Interviewing techniques
- Resume development
- Application preparation
- Appropriate work behaviors
- Relevant work practices
- Appropriate grooming and hygiene
- Assistance in becoming knowledgeable regarding the impact of employment on a DOR student/DOR client's disability and benefits,

Reporting on employment preparation activities will be provided to the referring DOR Counselor(s).

### *Post-Plan Activities to include:*

**c. Work Experience/ Community Experiences** - Work experience includes short term placements both on and off campus and involves monitoring the DOR student/DOR clients performance in the work environment. Work experience may include paid/unpaid internships, paid/unpaid employment, summer work experience, work exploration and job shadowing. DOR student/DOR clients may participate in more than one work experience situation. Work experiences are expected to result in the development of any of the following: vocational direction; appropriate work attitudes, ethics, interpersonal skills, speed, accuracy, and occupational skills.

Any paid or non-paid experiential activities will be in compliance with the Department of Labor regulations. Work Experience supervisors will evaluate DOR students/DOR clients and submit written reports to the DOR Counselor(s) on a monthly basis.

**d. Job Development, Placement and Follow-up** - Assist job ready DOR student/DOR clients, both in school and out-of-school, obtain employment in the community by identifying specific job openings that are appropriate for each DOR student/DOR client, assisting in placing the student/client in the job, orient the DOR student/DOR client to the job, and identify specific ongoing support and resource needs. Activities include:

- Contact employers and build networks to develop and/or identify job opportunities
- Work site analysis, as needed
- Job site consultation to identify or modify barriers
- Negotiate job carving or other job accommodations
- Maintain an organized system of current job openings
- Assisting DOR student/DOR clients to find jobs which match their Individual Plan for Employment vocational goal
- Assisting a DOR student/DOR client become knowledgeable regarding the conditions of their employment, such as:
  - *Job description*
  - *Name of immediate supervisor*
  - *Responsibilities of the employee*
  - *Wage payment practices*
  - *Benefits*
  - *Conflict resolution procedures*
  - *Health and safety practices*
- A limited amount of contact with the DOR student/DOR client and/or their employer post-placement to ensure job satisfaction.

**e. Non-supported Employment Job Coaching** - NSE Job Coaching includes individual client assistance and support on or off-the-job, in activities that are employment-related and needed to promote job adjustment and retention. Services depend upon individual client need. Activities include:

- Job orientation
- Job destination/transportation training
- Teaching job tasks
- Supervision at the worksite
- Coworker/supervisor consultation
- Assistance with integrating into the work environment or with changes in the work environment
- Assistance with public support agencies
- Family and residential provider consultation
- Ongoing contact with the student/client and/or employer to ensure continued job satisfaction

## 2. Service Outcomes/Number to be served

During fiscal year 2012/2013, it is expected that:

- There shall be 65 DOR student/DOR clients who receive **Transition Vocational Evaluation** services.
- There shall be 65 DOR student/DOR clients who receive **Pre and Post-Plan Vocational Instruction** (Employment Preparation) services.
- There shall be 30 DOR student/DOR clients who receive **Work Experience/ Community Experiences** services.
- There shall be 40 DOR student/DOR clients who receive **Job Development** services.
- There shall be 37 DOR student/DOR clients **placed** in employment consistent with the IPE goal.
- The placements shall result in 37 successful (26) DOR closures.
- There shall be 10 DOR student/DOR clients who receive **Non-supported Employment Job Coaching** services.

During fiscal year 2013/2014, it is expected that:

- There shall be 65 DOR student/DOR clients who receive **Transition Vocational Evaluation** services.
- There shall be 65 DOR student/DOR clients who receive **Pre and Post-Plan Vocational Instruction** (Employment Preparation) services.
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During fiscal year 2014/2015, it is expected that:

- There shall be 65 DOR student/DOR clients who receive **Transition Vocational Evaluation** services.
- There shall be 65 DOR student/DOR clients who receive **Pre and Post-Plan Vocational Instruction** (Employment Preparation) services.
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- The placements shall result in 38 successful (26) DOR closures.
- There shall be 10 DOR student/DOR clients who receive **Non-supported Employment Job Coaching** services.

### III Contract Administrator/Program Coordinator

#### Department of Rehabilitation

Diane Gressani  
Rehabilitation Specialist  
1485 Enea Ct, Ste 1100  
Concord, CA 94523  
(925) 602-3991  
(925) 689-1797 fax  
dgressan@dor.ca.gov

#### Oakland Unified School District

Programs for Exceptional Children  
Leslyn Henry/Max Forman  
Secondary Education Team  
2850 West Street, Administrative Offices  
Oakland, CA 94608  
(510) 874-3722 x 2 or (510) 882-9856  
(510) 874-3725 fax  
[britelight2@comcast.net](mailto:britelight2@comcast.net)  
[max.forman@ousd.k12.ca.us](mailto:max.forman@ousd.k12.ca.us)

### IV Linkages to Other Community Agencies

OUSD continues to operate a WorkAbility I (WAI) program for more than 30 years. TPP shares office space with WorkAbility I. This facilitates collaboration, networking, and sharing of resources that support the TPP program. WAI and TPP access the following programs to increase opportunities and avoid duplication of services:

- All OUSD programs including School-to-Career, Regional Occupational Program, Vocational Education opportunities; Magnet and Academy programs, Adult Education; and the young adult community-based vocational training program (CIP)
- OUSD Volunteer Program

- OUSD Mentor Program
- One-Stops on comprehensive high school campuses
- Regional Center of the East Bay
- EastBay Works -- PIC/Oakland Career Center
- Alameda College One-Stop
- Port of Oakland -- Employment Resources Development Program
- East Bay Job Developers' Consortium
- Peralta Community College Programs and Services for Students with Disabilities (PSSD)
- East Bay Conservation Corps
- Employment Development Department (EDD)
- Job Corp
- Center for Independent Living (CIL)
- Mandella Construction Program
- East Bay Asian Youth Center
- East Oakland Youth Development Center (EOYDC)
- Goodwill Industries of the Greater East Bay/CALIDAD
- Youth Employment Partnership (YEP)
- Scotlan Center
- Social Security Administration
- Department of Motor Vehicles
- Adult Supported Services Agencies (Stepping Stones, Clausen House, ARC)
- Marriott's Bridges Program

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## **V In Service Training**

Training and staff development occur as needs and opportunities arise. Each month there are cross-agency meetings scheduled in which staff have an opportunity to learn about and are cross-trained in the other agency's mission, services, procedures, and professional approach. These meetings include DOR staff, TPP staff, other educational staff, community agencies, colleges, and/or the business community.

To provide opportunities for communication between OUSD TPP staff and DOR staff, every three-months there is a meeting with the DOR Contract Administrator, DOR staff, and TPP staff.

**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 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 *Service Budget* and *Budget Narrative* as attached hereto and made a part of this Agreement.
2. The Contractor shall be compensated for expenses in the approved Service Budget and Budget Narrative, and shall not be entitled to payment for these expenses until reviewed and approved by the DOR Contract Administrator.
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.

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**B. Submission of Invoice(s)**

1. Monthly invoices (DR 801B Service Invoice) with supporting documentation should be submitted no later than the 20th business day for the preceding month's expenditures. 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.
2. Invoice(s) (DR 801B Service Invoice) shall provide an actual line-item detail of expenditure(s) that supports the approved *Service Budget* and *Budget Narrative*. The DR 801B Invoice shall include the Agreement Number, Registration Number, CFDA Reference # and CFDA Title, as listed on the STD 213, and shall be submitted in duplicate not more frequently than monthly in arrears to DOR Contract Administrator or designee (listed on Exhibit A).

**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 OMB A-133 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 with a maximum not to exceed \$100,000 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 items salary ranges and percentage of time are projects and are subject to change based on actual costs. Claim adjustments are allowable as long as the annualized total line items 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.

- Adding and deleting a major category budget or detailed line item.
- 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 Department of Personnel Administration (DPA) designated rates for excluded employees. ([www.dpa.ca.gov](http://www.dpa.ca.gov)). 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 purpose, destinations, dates of travel, proof of actual receipts and payments for travel costs, i.e., lodging/mileage, and per diem costs in support of travel expenditures.

## **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:

The allowable cost must:

- 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, and
- Be properly supported.

Documenting and supporting the distribution of personnel activity to the agreement is required. The Contractor agrees to comply with the OMB Circular applicable to its organization regarding documentation for the support of personnel activity chargeable to the agreement.

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## **6. ACCOUNTING SYSTEM REQUIREMENTS**

- A. Contractor must maintain an appropriate cost accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations. 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 award.
  - Accounting records including cost accounting records that are supported by source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable Office of Management and Budget Circulars.

**OAKLAND UNIFIED SCHOOL DISTRICT**

**Program Budget and Match Summary**  
**July 1, 2012 - June 30, 2015**

	FY 2012/13	FY 2013/14	FY 2014/15
	<u>TOTALS</u>	<u>TOTALS</u>	<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$447,509	\$447,509	\$447,509
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$374,525	\$374,525	\$374,525
<b>TOTAL FEDERAL COSTS</b>	<b>\$822,034</b>	<b>\$822,034</b>	<b>\$822,034</b>
Certified Match (If applicable)	\$281,526 25.51%	\$281,526 25.51%	\$281,526 25.51%
Total Federal Share	\$822,034 74.49%	\$822,034 74.49%	\$822,034 74.49%
Cash Match (If applicable)	0%	0%	0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
<b>TOTAL STATE MATCH</b>	<b>\$281,526</b>	<b>\$281,526</b>	<b>\$281,526</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.

This Section For DOR Use Only			
	Year 1	Year 2	Year 3
Certified match minimum contribution amount at 25%	\$274,011	\$274,011	\$274,011
Cash match minimum contribution amount at 21.3%	\$175,093	\$175,093	\$175,093

**OAKLAND UNIFIED SCHOOL DISTRICT**

**DOR Program Budget**  
**July 1, 2012 - June 30, 2015**

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FY 2012/13 TOTAL</u>	<u>FY 2013/14 TOTAL</u>	<u>FY 2014/15 TOTAL</u>
Rehabilitation Team Unit 1 FTE = \$110,377	Units 2.75	2.75 \$303,537	2.75 \$303,537	2.75 \$303,537
Case Services (Individual Consumer Expenses)		143,972	143,972	143,972
	<b>SUBTOTAL</b>	<b>\$447,509</b>	<b>\$447,509</b>	<b>\$447,509</b>

Case Service Contract(s):

<b>TOTAL DOR PROGRAM COST</b>		<b>\$447,509</b>	<b>\$447,509</b>



STATE OF CALIFORNIA  
SERVICE BUDGET

DEPARTMENT OF REHABILITATION

Original

Amendment

Contractor Name and Address		Contract Number			Federal ID Number			Page 1 of 1		
OAKLAND UNIFIED SCHOOL DISTRICT 2850 West Street, Administrative Office Oakland, CA 94608		28504			94-6000385					
		Budget Period			Budget Period			Budget Period		
		2012/2013			2013/2014			2014/2015		
		Effective Date (Amendments Only)			Effective Date (Amendments Only)			Effective Date (Amendments Only)		
Line No.	PERSONNEL - Position Title & Time Base	Annual Salary	Annual Percent FTE	Amount Budgeted	Annual Salary	Annual Percent FTE	Amount Budgeted	Annual Salary	Annual Percent FTE	Amount Budgeted
1	Lead Transition Specialist 1 FTE = 30 hrs/wk 12 months	\$106,560.00	90%	\$95,904.00	\$106,560.00	90%	\$95,904.00	\$ 106,560.00	90%	\$95,904.00
2	Job Developer/Job Coach 2 FTE = 37.5 hrs/wk 12 months	\$130,563.00	100%	\$130,563.00	\$130,563.00	100%	\$130,563.00	\$ 130,563.00	100%	\$130,563.00
	Community Outreach Specialist 1 FTE = 30 hrs/wk 12 months	\$50,432.00	100%	\$50,432.00	\$50,432.00	100%	\$50,432.00	\$ 50,432.00	100%	\$50,432.00
3	Comm. Relations Assist./High School Job Developer/Job Coach 1 FTE = 37.5 hrs/wk 12 months	\$61,208.00	100%	\$61,208.00	\$61,208.00	100%	\$61,208.00	\$ 61,208.00	100%	\$61,208.00
5	TPP Administrative Assistant 1 FTE @ 37.5 hrs/wk 12 months	\$11,022.00	13%	\$1,432.86	\$11,022.00	13%	\$1,432.86	\$ 11,022.00	13%	\$1,432.86
6										
7										
8										
16										
17										
18	<b>Subtotal</b>			\$339,539.86			\$339,539.86			\$339,539.86
19	<b>OPERATING EXPENSES</b>									
20	Teacher Release Time			\$800.00			\$800.00			\$800.00
21	Instructional Supplies			\$552.00			\$552.00			\$552.00
22	Office Supplies			\$6,250.00			\$6,250.00			\$6,250.00
23	Printing			\$400.00			\$400.00			\$400.00
24	Student Transportation			\$400.00			\$400.00			\$400.00
25	Student Study Tours			\$300.00			\$300.00			\$300.00
	Postage			\$300.00			\$300.00			\$300.00
	Mileage/Travel			\$7,000.00			\$7,000.00			\$7,000.00
26	Training			\$2,000.00			\$2,000.00			\$2,000.00
27	<b>Operating Subtotal</b>			\$18,002.00			\$18,002.00			\$18,002.00
28	<b>Personnel and Operating Subtotal</b>			\$357,541.86			\$357,541.86			\$357,541.86
29	<b>Indirect Rate Percentage</b>			4.75%			4.75%			4.75%
30	<b>Indirect Cost</b>			\$16,983.24			\$16,983.24			\$16,983.24
	<b>TOTAL (rounded to nearest dollar)</b>			\$374,525			\$374,525			\$374,525

## SERVICE BUDGET NARRATIVE

### PERSONNEL

Benefits for each position includes: Medical, Vision, Dental, and Retirement.

#### Former/Current Education Agency Functions

##### WorkAbility I Liaison (WAIL) --

The WAIL's primary responsibility is to provide support to the WorkAbility I Coordinator. The duties include:

- OUSD public and private-sector placement of special education students, 15-22 year olds
- Record keeping related to students job performance with work experience/job placements
- Attends WAI and non-TPP meetings as necessary

#### Transition Program Functions (New pattern of service for students/DOR consumers only)

##### **Lead Transition Specialist (LTS)**

The LTS's primary responsibility is to provide support and coordination for managing the overall program within the description of the service contract. The duties include:

- Works with TSTs to provide individualized job development and job placement assistance to 11<sup>th</sup> and 12<sup>th</sup> grade students/DOR consumers who are in need of ongoing support; provides direct services under direction of DOR Counselors to assure students/DOR consumers receive maximum benefits
- Establish linkages with employers, as appropriate, to develop job opportunities for 12th grade students/DOR consumers and prepare specific job analysis to facilitate job matching
- Establishes linkages with community agencies and employers to provide guest speaker presentations to students/DOR consumers
- Assists in the development of private sector work experience placements for students/DOR consumers
- Provides in-services to staff and parents regarding TPP
- Provides an informational workshop to students/DOR consumers regarding post-secondary option
- Assists in training, scheduling, and monitoring the Transition Support Specialist (TSS) and the Community Outreach

Specialist (COS)

- Assists in training, scheduling and monitoring Job Developers
- Assists special education staff in communication between OUSD, TPP and DOR
- Meets with DOR Counselor and selected staff to formalize Individual Plan for Employment (IPE)
- Informs DOR Counselor(s) of IEP and ITP meetings
- Maintains comprehensive student/DOR consumer records
- Assists students/DOR consumers in accessing appropriate program additions or interventions to ensure successful employment outcomes
- Coordinates each student's/DOR consumer's transition activities and program with DOR staff and other community agencies
- Coordinates the "hand-over" of students/DOR consumers from school program to DOR supervision
- Provides and implements services to post-graduates from TPP upon request from DOR Counselor(s)
- Reviews DOR statistical information and reconciles information with program documentation
- Assists in completing documentation required by DOR
- Maintains, completes and submits monthly certified time statements and invoices
- Reviews production and encumbrance reports
- Coordinates with the district's Budget and Accounting Departments in order to monitor the budget, billing, and tracking of the dollars spent in the contract
- Assists in preparing and submitting budget revisions and amendments
- Coordinates program monitor reviews and audits
- Attends contract partner meetings on a quarterly basis

New position created

### **Job Developer/Job Coach**

The Job Developer/Job Coaches' primary responsibility is to implement the services offered within the description of the service contract. The duties include:

- Establish linkages with employers to develop job opportunities and placements appropriate for students/DOR consumers
- Assists in the development of private sector work experience placements for students/DOR consumers
- Implements objectives for the TPP Job Club, including providing assistance to students/DOR consumers in developing job search skills and conducting job searches; keep records and logs as needed and required
- Maintains record of students/DOR consumers job placement history
- Prepares specific job task analysis to facilitate job matching; assists in the transfer of job support to adult services provider, training program, job or post-secondary school and the transitioning of the students/consumers from school to quality adult life and employment
- Assists the LTS in developing and implementing specific skill training plans at the work site, including fading of support as the student's/DOR consumer's skill level increases
- Assists students/DOR consumers in accessing appropriate program additions or interventions to ensure successful employment outcomes
- Develops and maintains a centralized database to be matched with the students/DOR consumers skills bank database
- Participates in community-based groups such as the Job Developers' Consortium and ACTION Committee, as assigned

- Provides assistance to students/DOR consumers as necessary for job retention
- Organizes job tasks to facilitate the flow of work/production
- Provides on-the-job skill(s) training
- Demonstrates the job tasks so that students/DOR consumers can learn the required skills for the job
- Provides continuous reinforcement of appropriate on-site behavior and work habit
- Monitors and evaluates the student's/DOR consumer's progress with job performance and work habit
- Recommends termination or extension of job coaching services, as necessary
- Provides transportation training
- Consults with the employer to provide assistance in integrating a student/DOR consumer in to the work environment through accommodation(s)
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR consumer-centered staffing
- Works together with the TPP team to further program goals

## Instructional Assistant

- Coordinates the after school tutoring program for students in the 9<sup>th</sup> through 12<sup>th</sup> grades

## Community Outreach Specialist

The Community Outreach Specialist's primary responsibility is to implement the services offered within the description of the service contract. The duties include:

- Assists special education staff in communication between OUSD, TPP, WA and DOR
- Assists special education staff, OUSD, TPP, and DOR in communication between student/DOR consumer and parents
- Assists and provides input to LTS and DOR Counselors in identifying needs and developing strategies for services
- Assists in maintaining comprehensive student/DOR consumer records
- Assists in completing DOR statistical information and program documentation
- Provides support for students/DOR consumers in academic and/or career/vocational training classes
- Provides support for students/DOR consumers in job-related activities, such as job shadowing, and exploring career requirements for specific jobs
- Assists LTS and/or special education staff in record-keeping and monitoring students/DOR consumers
- Assists in duplicating materials for TPP staff, students/DOR consumers, families, employers, and/or community agencies
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR consumer-centered meetings
- Works together with the TPP team to further program goals

Education Agency Function:

Contract Position/  
WorkAbility I Job Developer

Transition Program Function:

**Community Relations Specialist/ High School  
Job Developer/Job Coach**

The Community Relations Specialist/ High School Job Developer/Job Coach's primary responsibility is to implement the service offered within the description of the service contract. The duties include:

- Develop relationships with large and small employers
- Develop internship programs for TPP students/DOR consumers with large employers
- Develop potential on-the-job training opportunities for TPP students/DOR consumers with large and small employers
- Develop potential summer work experience training opportunities for TPP students/DOR consumers with large and small employers
- Develop relationships with employer groups
- Develop relationships with summer youth employment training agencies
- Prepare and submit monthly Personal Activity Reports
- Prepare and submit monthly business contacts and business meetings attended
- Prepare and submit monthly progress reports for TPP student/DOR consumer caseload
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR consumer-centered meetings
- Develops appropriate job placements for high school students/DOR clients, and provides job coaching supports as needed
- Provides support for high school students/DOR clients in job-related activities, such as job shadowing, and exploring career requirements for specific jobs
- Maintains record of students/DOR consumers job placement history

- Trains students/DOR clients in traveling on public transportation as needed
  - Coordinates with LTS and DOR Counselors to identify needs and develop strategies for providing services
  - Assists the LTS in developing and implementing specific skill training plans at the work site, including fading of support as the high school student's/DOR consumer's skill level increases
  - Provides on-the-job skill(s) training
  - Demonstrates the job tasks so that high school student/DOR consumer can learn the required skills for the job
  - Provides continuous reinforcement of appropriate on-site behavior and work habit
  - Monitors and evaluates the high school student's/DOR consumer's progress with job performance and work habit
  - Recommends termination or extension of job coaching services, as necessary
  - Consults with the employer to provide assistance in integrating the high school student/DOR consumer in to the work environment through accommodation(s)
- 
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client-centered meetings
  - Meet with program staff monthly to discuss TPP and contract progress
  - Works together with the TPP team to further program goals



## Senior Clerk Typist

- Clerical duties assigned to Special Education Department
- Duties assigned as necessary

## TPP Administrative Assistant

The Administrative Assistant's primary responsibility is to implement the services offered within the description of the service contract. The duties include:

- \* Assists with DOR statistical information, documentation and procedures.
- \* Assists in completing documentation required by DOR
- \* Assists with ordering instructional and office supplies and/or materials, software, postage, and/or students'/DOR clients' transportation
- \* Works together with the TPP team to further program goals

OPERATING

**Teacher Release Time** - Cost of providing substitutes for hourly or daily, at \$31.77 per hour or \$111.05 per day, for TPP staff to attend Transition meetings and/or activities relating to students/DOR consumers

**Instructional Supplies** - For students/DOR consumers' supplies, manuals, vocation-specific curricula, job specific tutorial supplies

**Office Supplies** - Consumable supplies to be used during the contract period. Supplies may include; software for TPP classroom, to assist students/DOR consumers in becoming prepared to pursue private-sector employment, record-keeping materials, labels, folders, binders, notepads, calendars, paper, markers, pens, pencils and computer tablets.

The computer tablets will be used to accomplish and monitor the program goals; document the TPP students/DOR consumers activities; maintain the program's statistical information; as well as, communicate with OUSD and DOR staff; TPP students/DOR consumers and their families; employers; and community agencies so that our program provides the best vocational services possible.

5 Tablets      Expected Purchase Price - \$1,000 each      Total Cost – \$5,000

**Printing** - Duplicating costs for program brochures, business cards and/or stationary

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**Student Transportation** - Cost of transportation, such as buses for use of students-DOR applicants/consumers for job/career exploration, employment and/or placement activities

**Student Study Tours** - Registration fees for workshops for students/DOR applicants/consumers for job/career, awareness, exploration and employment activities

**Postage** - To purchase US Postal stamps for mailings to students/DOR applicants/consumers

**Mileage/Travel** - Mileage and travel expenses for Education Agency TPP program staff for job development and other program activities. Not to exceed state rate for non-represented employees. Reimbursements will be at rates per Exhibit D.

**Training** - Training fees for up to 6 Education Agency TPP program staff to attend WorkAbility I Fall and Spring meetings and trainings, contract service related trainings and/or job development trainings. Trainings must be pre-approved by DOR contract administrator.

INDIRECT COSTS/ADMINISTRATIVE OVERHEAD:

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

**COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET**

July 1, 2012 - June 30, 2015

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. **NOTE** No portion of the below expenditures shall come from Federal Funds.							
OAKLAND UNIFIED SCHOOL DISTRICT 2850 West Street Administrative Office Oakland, CA 94608									
Item Expenditure Position Title & Time Base	Fiscal Year 2012/13			Fiscal Year 2013/14			Fiscal Year 2014/15		
	Annual Salary	Annual Percent FTE	Annual Amount Certified	Annual Salary	Annual Percent FTE	Annual Amount Certified	Annual Salary	Annual Percent FTE	Annual Amount Certified
Transition Service Teachers - 9 FTE = 30 hrs/wk, 10 months	\$671,347.00	16%	\$107,415.52	\$671,347.00	16%	\$107,415.52	\$671,347.00	16%	\$107,415.52
English TPP Teachers - 6 FTE = 30 hrs/wk, 10 months	\$399,523.00	16%	\$63,923.68	\$399,523.00	16%	\$63,923.68	\$399,523.00	16%	\$63,923.68
Community-Based Support Coordinators - 2 FTE = 30 hrs/wk, 11 months	\$152,760.00	45%	\$68,742.00	\$152,760.00	45%	\$68,742.00	\$152,760.00	45%	\$68,742.00
Community-Based Support Specialist - 1 FTE = 37.5 hrs/wk, 12 months	\$63,770.00	10%	\$6,377.00	\$63,770.00	10%	\$6,377.00	\$63,770.00	10%	\$6,377.00
Community-Based Transition Assistant - 1 FTE = 30 hrs/wk, 11 months	\$47,515.00	10%	\$4,751.50	\$47,515.00	10%	\$4,751.50	\$47,515.00	10%	\$4,751.50
Transition Assistant - 1 FTE = 30 hrs/wk, 10 months	\$39,753.00	15%	\$5,962.95	\$39,753.00	15%	\$5,962.95	\$39,753.00	15%	\$5,962.95
TPP Administrator - 1 FTE = 37.5 hrs/wk, 12 months	\$144,843.00	8%	\$11,587.44	\$144,843.00	8%	\$11,587.44	\$144,843.00	8%	\$11,587.44
<b>Personnel Subtotal</b>			\$268,760.09			\$268,760.09			\$268,760.09
<b>OPERATING EXPENSES</b>									
<b>Operating Subtotal</b>									
<b>Personnel and Operating Subtotal</b>			\$268,760.09			\$268,760.09			\$268,760.09
<b>Indirect Cost Percentage</b>			4.75%			4.75%			4.75%
<b>Indirect Cost Total</b>			\$12,766.10			\$12,766.10			\$12,766.10
<b>TOTAL EXPENDITURES "CERTIFIED"</b>			\$281,526			\$281,526			\$281,526

OAKLAND UNIFIED SCHOOL DISTRICT  
TRANSITION PARTNERSHIP PROJECT  
COOPERATIVE AGENCY  
CERTIFIED EXPENDITURE  
BUDGET NARRATIVE

Benefits for each position includes: Medical, Vision, Dental, and Retirement.

Former/Current Education Agency  
Functions

Individualized Education Plan (IEP) Case  
Managers

- Works with OUSD non-TPP special education students, 15-19 year olds, providing academic, employment, and/or community resources
- Assists with OUSD non-TPP special education students, 15-19 year olds with public and private-sector job placements
- Record keeping related to students job performance with work experience/job placements

Transition Program Functions (New pattern  
of service for students/DOR clients only)

**Transition Service Teacher**

- Obtains appropriate documentation and evaluation information to assist DOR counselor in determining eligibility for DOR Services
- Collaborates with Special Education Teacher or English TPP Teacher in teaching the Transition Skills Class, 1 class periods/week the skill-based TPP functional curriculum to 11<sup>th</sup> and 12<sup>th</sup> grade students/DOR clients
- Evaluates and monitors student/DOR client performance and progress in the Transition Skills Class and Work Experience placement
- Coordinates with LTS and DOR Counselors to identify needs and provide services
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client-centered staffings
- Coordinates and assists in writing IEP/ITP goals and objectives for students/DOR clients as related to TPP services.

### Special Education English Teacher

- Provides academic instruction to special day class students
- Record keeping related to student attendance, classroom progress and performance

### English TPP Teacher

- Provides pre-employment instruction to special education students through English curriculum
  - Teaches Transition Skills Class, 1 class period/day with the modified skill-based TPP functional curriculum to 11<sup>th</sup> and 12<sup>th</sup> grade students-DOR applicants/clients at least 1 day/week
  - Evaluates student/ DOR client performance in Transition Skills Class
  - Coordinates and assists in writing IEP/ITP goals and objectives for students/DOR clients as related to TPP services
  - Coordinates with TST to identify needs and/or services
  - Meets with TST, LTS, Transition staff, and/or DOR Counselors to discuss student/DOR client progress, needs, and/or services
-

**Special Education Instructor –  
Community-Based Program**

- Coordinates OUSD young adult special education program for student 18-22 years old
- Record keeping related to students' goals and objectives, abilities, and capabilities

**CB Transition Support Coordinator--  
Community-Based Program**

- Provides one-to-one instruction in transition skills using individualized functional curriculum including socialization skills and experiential activities, to young-adult students/DOR clients
  - Evaluates student/DOR client performance in Transition Skills Class and Work Experience placement
  - Coordinates with LTS and DOR Counselors to identify needs and provide services
  - Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client-centered staffings
  - Coordinates and assists in writing IEP/ITP goals and objectives for students/DOR clients as related to TPP services
-

### Job Coach – Community-Based Program

- Assists OUSD young adults' special education for students 18-22 years old with job placement and on-the-job training job training and coaching
- Record keeping related to students job performance

### **CB Transition Support Specialist—(Job Developer/Job Coach) Community-Based Program**

- Develops appropriate job placements for students/DOR clients, and provides job coaching as needed
  - Provides support for students/DOR clients in job-related activities, such as job shadowing, and exploring career requirements for specific jobs
  - Trains students/DOR clients in traveling on public transportation as needed
  - Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client-centered meetings
  - Coordinates with LTS and DOR Counselors to identify needs and develop strategies for providing services
-

#### Instructional Assistant

- Assists and tutors OUSD special education students 16-19 year olds with academic/functional skills curriculum
- Records related information to students' IEP/ITP goals and objectives

#### Instructional Assistant

- Assists and tutors OUSD special education students 16-19 year olds with academic/functional skills curriculum
- Records related information to students' IEP/ITP goals and objectives

#### Secondary Education Administrator

- Performs duties specific for as OUSD Administrator
- Provides support to middle and high school certificated and classified staff

#### CB Transition Assistant

- Tutors students/DOR clients in academic, independent living, and/or career/vocational skills training activities
- Trains students/DOR clients in using public transportation as needed
- Assists LTS and/or CBTS in record-keeping and monitoring students/DOR clients
- Meets with CB Transition Support, CB Transition Support Specialist, LTS, and/or DOR Counselors when appropriate and if needed

#### Transition Assistant

- Tutors students/DOR clients in academic and/or career/vocational training classes
- Assists LTS and/or TST in record-keeping and monitoring students/DOR clients
- Meets with TST, LTS or DOR Counselors and/or Service Budget transition staff when appropriate and if needed

#### TPP Administrator

- Oversees TPP program
- Works with LTS to monitor and review program goals and outcomes
- Reviews production reports
- Meets with LTS monthly
- Works together with the TPP team to further program goals
- Attends contract partners meetings when necessary



### Indirect/Administrative Overhead

Indirect cost rate of the Education Agency Cooperative Program is the rate calculated and approved by the California Department of Education (CDE).

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS (GTC 610)**

PLEASE NOTE: This page will not be included with the final agreement, The General Terms and Conditions will be included in the agreement by reference to Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

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

**SPECIAL TERMS AND CONDITIONS**

**1. NOTIFICATION**

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.

**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

- 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 must include:

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

The **endorsement** must be supplied under a form acceptable to the DGS Office of Risk and Insurance Management.

- B. 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.

- C. Automobile Liability – 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.

## 6. CONFLICT OF INTEREST

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

## 7. CONFIDENTIALITY

- A. Contractor agrees that any report or material created during the performance of this agreement will not be released to any source except as required by this agreement or otherwise authorized by DOR.
- B. Contractor agrees that any information obtained in the performance of this agreement is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- C. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this agreement and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)
- D. Contractor agrees to report any security breach or information security incident involving DOR consumers' personal information 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 [isoinfo@dor.ca.gov](mailto:isoinfo@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 DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.

2. Unauthorized access to DOR consumers' personal information. 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 DOR consumers' personal information. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptop and desktop, netbooks, 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 personal, confidential, or sensitive information relating to the performance of this agreement.
- 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 under the "Providers" tab in the "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:  
<http://www.dor.ca.gov/eps/privacytraining.htm>
- 
- I. Additional training and awareness tools are available at the California Office of Information Security (OIS) website and the California Office of Privacy Protection (COPP) website. The COPP 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 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 2 CFR Part - 220, 225, 230 (OMB Circulars).
2. 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.
3. Contractor shall provide State's staff access to all Contractor records and evaluations of individuals referred to the program.

4. 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.
5. 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 such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation.
6. Contractor agrees to include a provision in its independent auditor agreement that allows DOR, when conducting an audit, access to any audit materials, information, and reports in support of the Contractor's "Independent Auditor Report".
7. Contractor agrees to maintain such records for possible audit for a minimum of three (3) 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 three (3) year period whichever is later. 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.

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B. Annual Federal Audit (For Agreements that received Federal Funds \$500,000 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. This audit shall be made in accordance with the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).
2. For DOR agreement expenditures designated by the independent auditor as major programs the Contractor agrees to submit one copy of the audit report and all management letters to:

Audit Section  
Department of Rehabilitation  
721 Capitol Mall, 3<sup>rd</sup> Floor  
Sacramento, CA 95814
3. Copies of the audit report and letters shall be submitted within 30 days after receipt of the auditor' report(s) or nine months following the end of the Contractor's fiscal year, unless a longer period is agreed to in advance by DOR. Unless restricted by law or regulation, the auditee shall make copies available for public inspection.

## **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.
- 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 of \$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. 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.

## **11. 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 is necessary to the successful accomplishment of the general scope of work outlined, an amendment to the agreement is required.

## **12. 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



## EXHIBIT E

### (Standard Agreement - Subvention)

#### ADDITIONAL PROVISIONS – Federally Funded Agreements

##### 1. FEDERAL REQUIREMENTS

- A. The Federal Office of Management and Budget (OMB) has established unified administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following, except where the agreement is more restrictive.
- 2 CFR Part 215/34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
  - 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
  - 2 CFR Part 220 (OMB A-21) - Cost Principles for Educational Institutions
  - 2 CFR Part 225 (OMB A-87) - Cost Principles for State, Local, and Indian Tribal Governments
- 
- 2 CFR Part 230 (OMB A-122) - Cost Principles for Non-Profit Organizations
  - OMB A-133 - Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above is available for download and review on the Internet at [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars). A copy of Title 34 CFRs is available at <http://www.gpoaccess.gov/cfr/index.html>.

##### 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**

By signing this agreement, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for department, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

### **4. 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 Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 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:

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.

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.

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.

Subject: Discrimination on the basis of age.

Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).

Regulation: 34 CFR part 110

## **5. 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.

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**EXHIBIT F**  
**(COOP/Case Services Agreements-Subvention)**

**ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES**

**1. MATCH REQUIREMENTS**

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

A. Contractor shall certify to the State on a monthly or quarterly basis, as specified in Exhibit 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 and OMB circulars. 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 (DOR 801A) 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. The 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**

- A. Indirect costs are allowable costs 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 Part, 215, 220, 230 (OMB's). The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures. The allocation of indirect costs cannot be based on an arbitrary fixed rate.
- B. Indirect Costs for Service Budgets: The Contractor may be reimbursed for actual indirect costs subject to this agreement not to exceed a rate of 15% indirect cost.
- C. Indirect Cost Rate for Certified Expenditure Match: The Contractors "actual" indirect costs may be used to calculate certified expenditures, and not subject to the maximum cap of 15% indirect cost rate as defined in B. above.

## **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.

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## **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 actual allowable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.

- 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 circular.
- 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 agreement staff provide services only to authorized DOR consumers. (Case Service Agreements only)

**EXHIBIT G**  
**(COOP/Case Services Agreements-Subvention)**

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

**I. CONTRACT MONITORING AND REPORTING**

The Program Contract Administrator shall monitor the contract by:

- ◆ Submitting DOR 801B, Certified Expenditure Summary invoice, listing of clients and Summary of Services for the month at least quarterly.
- ◆ Submitting Personnel Activity Reports or time allocation documents requested by DOR Contract Administrator
- ◆ Submitting a monthly progress report for each client served during month of invoice to DOR Counselors, DOR Supervisor, DOR Contract Administrator.
- ◆ Submitting progress reports to the SVRC's on a monthly/quarterly basis.
- ◆ Meeting with DOR and contract agency staff, as well as clients, family members, caregivers, or other individuals acting as part of an individual's support system. Meeting quarterly with DOR staff assigned to this contract.
- ◆ Submitting monthly statistical reports on clients participating in the program. These will include referrals, enrollments, participation, and completion of services. The Lead Transition Specialist is responsible for these calculations, as well as sending a copy of the monthly report to the DOR Rehabilitation Supervisor and DOR Contract Administrator.

**II. TRANSPORTATION OF DOR CLIENTS:**

Transportation will be provided to DOR clients receiving services under this contract. The will provide transportation services to up to 7 DOR clients in the same vehicle at a time.

**PAYEE DATA RECORD**(Required when receiving payment from the State of California in lieu of IRS W-9)  
STD. 204 (Rev. 6-2003)

1	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.
2	<b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print) OAKLAND UNIFIED SCHOOL DISTRICT <b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.) <b>E-MAIL ADDRESS</b> britelight2@comcast.net <b>MAILING ADDRESS</b> 2850 West Street, Administration Office <b>BUSINESS ADDRESS</b> 1025 Second Avenue <b>CITY, STATE, ZIP CODE</b> Oakland, CA 94608 <b>CITY, STATE, ZIP CODE</b> Oakland, CA 94606
3	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> 94 - 6000385 <input type="checkbox"/> <b>PARTNERSHIP</b> <input type="checkbox"/> <b>ESTATE OR TRUST</b> <input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR</b> <b>CORPORATION:</b> <input type="checkbox"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> <b>LEGAL</b> (e.g., attorney services) <input type="checkbox"/> <b>EXEMPT</b> (nonprofit) <input checked="" type="checkbox"/> <b>ALL OTHERS</b> <b>ENTER SOCIAL SECURITY NUMBER:</b> _____ <small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small> <b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number. <b>CHECK ONE BOX ONLY</b> <b>PAYEE ENTITY TYPE</b>
4	<input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. <b>PAYEE RESIDENCY STATUS</b>
5	<b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</b> <b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print) Sharon Casanares <b>TITLE</b> Executive Director, PEC <b>SIGNATURE</b> <i>Sharon St. Casanares</i> <b>DATE</b> 1/30/12 <b>TELEPHONE</b> (510) 874-3700
6	<b>Please return completed form to:</b> <b>Department/Office:</b> Department of Rehabilitation <b>Unit/Section:</b> Attention: Shari Cooley, Contract Section <b>Mailing Address:</b> 721 Capitol Mall, 6th Floor <b>City/State/Zip:</b> Sacramento, CA 95814 <b>Telephone:</b> (916) 558-5690 <b>Fax:</b> (916) 558-5681 <b>E-mail Address:</b> scooley@dor.ca.gov



**PAYEE DATA RECORD**

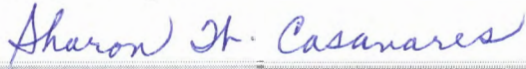
STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><b><u>Requirement to Complete Payee Data Record, STD. 204</u></b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><b><u>Are you a California resident or nonresident?</u></b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:          Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov          For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><b><u>Privacy Statement</u></b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

CCC-307

**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> Oakland Unified School District		<i>Federal ID Number</i> 94-6000385
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Sharon Casanares, Executive Director, Programs for Exceptional Children		
<i>Date Executed</i> 1/30/12	<i>Executed in the County of</i> Alameda	

**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 8103) (Not applicable to public entities.)

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of 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 over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **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.

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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

Sharon Casanares, Executive Director, Programs for Exceptional Children

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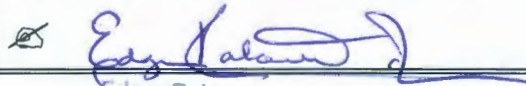
I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors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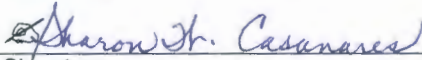



Address Where Board Meeting Held

1025 Second Avenue, Oakland, CA 94606

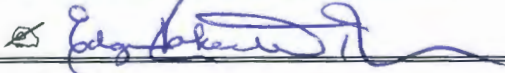
Date of Board Meeting	Signature of Recording Secretary	Date Signed
February 22, 2012	 Edgar Rakestraw, Jr., Secretary Board of Education	2/23/12

GRANTEE/CONTRACTOR:  STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)  OAKLAND UNIFIED SCHOOL DISTRICT Programs for Exceptional Children 2850 West Street, Administration Offices Oakland, California 94608
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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) Sharon Casanares	Title (Please Type or Print) Executive Director, PEC
Signature 	Name (Please Type or Print)	Title (Please Type or Print)
Signature 	Name (Please Type or Print)	Title (Please Type or Print)
Signature 	Name (Please Type or Print)	Title (Please Type or Print)

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

Authorized Signature per Board Resolution 	Name (Please Type or Print) Edgar Rakestraw, Jr., Secretary Board of Education	Date Signed 2/23/12
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