

Board Office Use: Legislative File Info.	
File ID Number	16-0846
Introduction Date	5/11/16
Enactment Number	16-0683
Enactment Date	5/11/16 OR



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools. Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent
By: Devin Dillon, Chief Academic Officer
Vernon Hal, Senior Business Officer

Board Meeting Date _____

Subject Approval of Amendment No. 2 for Standard Agreement – Subvention Contract – California State Department of Rehabilitation – Programs for Exceptional Children’s Career Transition Department

Action Requested Approval by the Board of Education for the Amendment #2 for Standard Agreement – Subvention Contract – Vocational Rehabilitation Third Party Cooperative/Case Agreement – Transition Partnership Program – between District and California State Department of Rehabilitation (grant period July 1, 2015 through June 30, 2018), authorizing the three-year Agreement Professional Services Contract between the District and California State Department of Rehabilitation. The DOR contract’s Service Budget for three-years is \$1,174,917.00. This presently funds 5- 100% FTEs and the program’s operating expenses. The district’s match funding for the three-years is \$885,381.00. Services to be provided to Programs for Exceptional Children’s Career Transition Department participants for the period of 07/01/2015 through 06/30/18.

Background This partnership enriches the services provided to 10th, 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 \$1,174,917. This budget presently funds 5-100% FTEs and the program’s operating expenses. The district’s match funding for the three-years is \$885,381. for the period of 07/01/15 through 6/30/18.

Discussion Approval by the Board of Education will allow the contract to provide support to students enrolled in the Transition Partnership Project (TPP) program. The DOR has funded this program for 20-years. The total number of students projected to be served each year is approximately 200. The district and DOR have combined their resources to enrich the service 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 of Amendment #2 for Standard Agreement – Subvention Contract – Vocational Rehabilitation Third Party Cooperative/Case Agreement – Transition Partnership Program – between District and California State Department of Rehabilitation (contract period July 1, 2015 through June 30, 2018), authorizing the three-year Agreement Professional Services Contract between the District and California State Department of Rehabilitation. The DOR contract’s Service Budget for three-years is \$1,174,917. The district’s match funding in the Certified Expenditure Budget for the three-years is \$885,381. Services to be provided to Programs for Exceptional Children’s Career Transition Department participants for the period of 07/01/2015 through 06/30/18.

Fiscal Impact

Funding Resource: NO IMPACT on the district.

Attachments

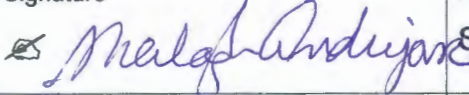



- Four (4) Original Signed Standard Agreement Amendment
 - Signed Grant Contract Signature Authorization form to be signed by Authorized Person per Board Resolution once Board approval has been attained
 - Board Resolution form to be signed by Board Secretary once Board approval has been attained
-

GRANT/CONTRACT SIGNATURE AUTHORIZATION

DR 325 (Rev. 12/98) Computer Generated

GRANTEE/CONTRACTOR:	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)
STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	OAKLAND UNIFIED SCHOOL DISTRICT Programs for Exceptional Children 1000 Broadway, Suite 398 Oakland, CA 94607

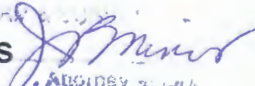
The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:


Signature 	Name (Please Type or Print) Sheilagh Andujar	Title (Please Type or Print) Deputy Chief, Programs for Exceptional Children
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)

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 Rv: ee

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of General Services
 APPROVED FOR BOARD ACTION

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


 J. Minner
 Agency Director

Authorized Signature per Board Resolution 	Name (Please Type or Print)	Date Signed
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James Harris
President, Board of Education


 Antwan Wilson
Secretary, Board of Education

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 22 Pages

AGREEMENT NUMBER

29579

AMENDMENT NUMBER

2

REGISTRATION NUMBER

eP 1417628

1. This Agreement is entered into between the State Agency and 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, 2015 through June 30, 2018

3. The maximum amount of this \$1,174,917.00

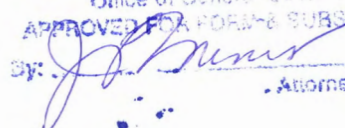
Agreement after this amendment is: Certified Expenditure \$885,381.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

CFDA #84,126A – State Vocational Rehabilitation Services Program

Exhibits B,D,E,F, certified budget and narrative are hereby revised as attached hereto for fiscal years 2015/16, 2016/17 and 2017/18. The amount of this agreement does not change.

This amendment is effective January 1, 2016.

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
BY: 
Attorney at Law

All other terms and conditions shall remain the same.

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)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Sheilagh Andujar, Deputy Chief

ADDRESS

1000 Broadway, Suite 398, Oakland, CA 94607

STATE OF CALIFORNIA

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Simone Dumas, Chief, Contracts & Procurement Section

ADDRESS

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

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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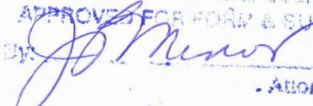
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APPROVED FOR FORM & SUBSTANCE

Attorney at Law

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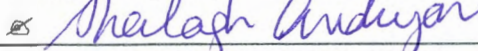
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BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Sheilagh Andujar, Deputy Chief

ADDRESS

1000 Broadway, Suite 398, Oakland, CA 94607

STATE OF CALIFORNIA

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Simone Dumas, Chief, Contracts & Procurement Section

ADDRESS

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CALIFORNIA
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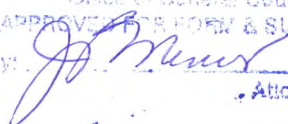
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REGISTRATION NUMBER eP 1417628	

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CONTRACTOR'S NAME
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Certified Expenditure \$885,381.00
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OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

Attorney at Law

All other terms and conditions shall remain the same.

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CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Oakland Unified School District		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Sheilagh Andujar, Deputy Chief		
ADDRESS 1000 Broadway, Suite 398, Oakland, CA 94607		
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Simone Dumas, Chief, Contracts & Procurement Section		
ADDRESS 721 Capitol Mall, 6th Floor, Sacramento, CA 95814		

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD. 213 A (Rev 6/03)

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OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: [Signature]
Attorney at Law

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BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Sheilagh Andujar, Deputy Chief</u>		
ADDRESS <u>1000 Broadway, Suite 398, Oakland, CA 94607</u>		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per:
AGENCY NAME <u>Department of Rehabilitation</u>		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Simone Dumas, Chief, Contracts & Procurement Section</u>		
ADDRESS <u>721 Capitol Mall, 6th Floor, Sacramento, CA 95814</u>		

EXHIBIT B
(Standard Agreement - Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

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

B. Submission of Invoice(s)

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

through the Victims Compensation and Government Claims Board, where approval to pay is not guaranteed.

6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

C. Appropriate Expenditures

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

D. Invoice Claim Adjustments

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

E. Budget Contract Amendments

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

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

F. Travel Reimbursements

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

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

2. BUDGET CONTINGENCY CLAUSE

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

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

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

4. PROMPT PAYMENT CLAUSE

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

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

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

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

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

6. ACCOUNTING SYSTEM REQUIREMENTS

- A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:
- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
 - Records that identify adequately the source and application of funds for federally sponsored activities.
 - Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
 - Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations.

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

July 1, 2015 - June 30, 2018

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 1000 Broadway, Sixth Floor Oakland, CA 94612									
Item Expenditure	Fiscal Year 2015/16			Fiscal Year 2016/17			Fiscal Year 2017/18		
PERSONNEL - Position Title & Time Base	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 - 10 FTE = 30 hrs/wk, 10 mos	\$742,455.00	16%	\$118,792.80	\$742,455.00	16%	\$118,792.80	\$742,455.00	16%	\$118,792.80
English TPP Teachers- 6 FTE= 30 hrs/wk, 10 mos	\$407,449.00	16%	\$65,191.84	\$407,449.00	16%	\$65,191.84	\$407,449.00	16%	\$65,191.84
Community Based Support Coordinators - 2 FTE= 30 hrs/wk, 11 mos	\$154,420.00	40%	\$61,768.00	\$154,420.00	40%	\$61,768.00	\$154,420.00	40%	\$61,768.00
Community Based Support Specialist - 1 FTE = 37.5 hrs/wk, 11 mos	\$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 mos	\$47,515.00	10%	\$4,751.50	\$47,515.00	10%	\$4,751.50	\$47,515.00	10%	\$4,751.50
Transition Assistant - 2 FTE= 30 hrs/wk, 10 mos	\$65,035.00	9%	\$5,853.15	\$65,035.00	9%	\$5,853.15	\$65,035.00	9%	\$5,853.15
TPP Administrator - 1 FTE= 37.5 hrs/wk, 12 mos	\$144,843.00	7%	\$10,139.01	\$144,843.00	7%	\$10,139.01	\$144,843.00	7%	\$10,139.01
TPP Deputy Chief - 1 FTE = 37.5 hrs/wk, 12 mos	\$174,355.00	4%	\$6,974.20	\$174,355.00	4%	\$6,974.20	\$174,355.00	4%	\$6,974.20
Personnel Subtotal			\$279,847.50			\$279,847.50			\$279,847.50
OPERATING EXPENSES									
Operating Subtotal									
Personnel and Operating Subtotal			\$279,847.50			\$279,847.50			\$279,847.50
Indirect Cost Percentage			5.46%			5.46%			5.46%
Indirect Cost Total			\$15,279.67			\$15,279.67			\$15,279.67
TOTAL EXPENDITURES "CERTIFIED"			\$295,127			\$295,127			\$295,127

OAKLAND UNIFIED SCHOOL DISTRICT

CERTIFIED EXPENDITURE BUDGET NARRATIVE

BENEFITS:

Benefits for each position includes: Medical, Vision, Dental, and Retirement. Benefits to salary percentage range is about 40%.

PERSONNEL:

Former/Current Education Agency Functions

Individualized Education Plan (IEP) Case Manager

- Work with special education students (15-19 years old) in development of IEP goals.

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

Transition/Career Service Teacher

- Obtains appropriate documentation and evaluation information to assist DOR Counselor in determining eligibility for DOR Services
- Collaborates with Special Education Teacher, General Education or English TPP Teacher **In teaching the PETS Skills Class, at least 1 class period/week with skill-based TPP functional curriculum to 10th, 11th and/or 12th grade students/DOR clients**
- **Provides one-on-one instruction in teaching the PETS Skills with skill-based TPP functional curriculum to 10th, 11th and/or 12th grade students/DOR clients**
- Evaluates and monitors student/DOR client performance and progress in the **Pre-Employment Transition Services Skills Class** and/or Work Experience placement
- Coordinates with TA, LTS and DOR Counselors to identify needs and provide services
- Coordinates and assists in writing IEP/ITP goals and objectives for students/DOR clients as related to TPP services
- **Meets with TST, TA, LTS, Transition staff, and/or DOR Counselors to discuss student/DOR client progress, needs and/or services**

Former/Current Education Agency Functions

Special Education English Teacher

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

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

English TPP Teacher

- Provides **Pre-Employment Transition Services** Skills instruction to special education students through English curriculum
 - Teaches **PETS** Skills, 1 class period/day with the modified skill-based TPP functional curriculum to 10th, 11th and 12th grade students-DOR applicants/clients **at least 1 day/week**
 - Evaluates student/ DOR client performance in **Pre-Employment Transition Services** Skills Class
 - Coordinates and assists in writing IEP/ITP goals and objectives for students/DOR clients as related to TPP services
 - Coordinates with TST, **TPP staff** to identify needs and/or services
 - Meets with TST, TA, LTS, Transition staff, and/or DOR Counselors to discuss student/DOR client progress, needs, and/or services
-

Former/Current Education Agency Functions

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

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

CB Transition Support Coordinator--Community-Based Program

- Provides one-to-one instruction in using individual **Pre-Employment Transition Services** Skills using individualized functional curriculum including **life, socialization, self-advocacy, self-determination, daily living skills, work place readiness training** and experiential activities, to young-adult students/DOR clients
 - Evaluates student/DOR client performance in **PETS** Skills training class/small group instruction and/or Work Experience placement
 - Coordinates with TA, LTS, **Employment Specialist** and DOR Counselors to identify needs and provide services
 - Coordinates and assists in writing IEP/ITP goals and objectives for students/DOR clients as related to TPP services
 - Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client-centered staffings
-

Former/Current Education Agency Functions

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

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

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
 - Coordinates with LTS and DOR Counselors to identify needs and develop strategies for providing services
 - Meets with DOR Counselors and/or Transition staff at scheduled student/DOR client-centered meetings, as needed
-

Former/Current Education Agency Functions

Instructional Assistant

- Assists and tutors OUSD special Education students age 16-19 year olds with academic/functional skills curriculum

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

CB Transition Assistant

- Tutors students/DOR clients in **PETS** career/vocational skills activities
 - Trains students/DOR clients in the use of public transportation
 - Assists LTS and CBTS in recordkeeping and monitoring progress of students/DOR clients
 - Meets with **CBTSS**, LTS, TA, Employment Specialist and/or DOR Counselors when needed
-

Former/Current Education Agency Functions

Instructional Assistant

- Assists and tutors OUSD special Education students age 16-19 year olds with academic/functional skills curriculum

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

Transition Assistant

- Tutors students/DOR clients in **PETS** career/vocational skills training activities
 - Assists LTS and/or TST in recordkeeping and monitoring students/DOR clients
 - Meets with TST, LTS, TA, Employment Specialist and/or DOR Counselors as needed
-

Former/Current Education Agency Functions

Secondary Education Administrator

- Performs administrative duties Specific to Secondary Education
- Provide support to middle and high School certificated and classified staff

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

TPP Administrator

- Oversees the TPP program
 - Works with LTS to monitor and review contract goals and outcomes
 - Reviews production reports
 - Meets with LTS monthly **and/or as needed**
 - Works with TPP to achieve contract goals
 - Attends contract meetings, as appropriate
-

Former/Current Education Agency Functions

Deputy Chief of Programs for Exceptional Children

- Oversees all of the programs in the Programs for Exceptional Children's Program
- Oversees all of the PEC staff for all of the program
- Oversees PEC operations and facilities
- Develops PEC budget in alignment with district's vision and goals
- Reports to OUSD Superintendent

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

TPP Deputy Chief

- **Communicates with TPP Lead Transition Specialist (LTS) regarding the TPP**
 - **Communicates with TPP's Financial Analyst**
 - **Communicates with TPP staff on contract updates regarding community partnerships with families/parent groups and outside community agencies, developing additional community resources for TPP students/DOR consumers to assist them in achieving successful employment outcomes.**
 - **Directs TPP staff regarding the monitoring of the TPP contract, outcomes, and contract budget**
 - **Meets with DOR staff and DOR administration, as appropriate and when needed**
-

INDIRECT:

Indirect/Administrative Overhead (5.46%)

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

EXHIBIT D
(Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION & COMPLIANCE

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

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

2. DISPUTES

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

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

3. RIGHT TO TERMINATE

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of

the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

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

5. INSURANCE REQUIREMENTS

- 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:

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

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

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

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

passengers or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

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

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

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

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

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

6. CONFLICT OF INTEREST

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

7. CONFIDENTIALITY

- A. Contractor agrees to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.

- C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at iso@dor.ca.gov.
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
 2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:
<http://www.dor.ca.gov/VRED/Security-n-Privacy-Training.html>.

- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of five (5) 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 five (5) year period, whichever is later.

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

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

9. COMPETITIVE BIDDING AND PROCUREMENTS

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.

- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

10. USE OF SUBCONTRACTOR(S)

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

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

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

11. POTENTIAL SUBCONTRACTORS

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

12. CONTRACT AMENDMENTS

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

13. SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

14. THEFT SENSITIVE ITEMS

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

The following items, regardless of cost must be inventoried:

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

15. ATTRIBUTION

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

EXHIBIT E

(Standard Agreement - Subvention)

ADDITIONAL PROVISIONS – Federally Funded Agreements

1. FEDERAL REQUIREMENTS

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

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

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

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that

neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

4. PROHIBITION ON TAX DELINQUENCY

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

(Franchise Tax Board) https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml,
(Board of Equalization) <http://www.boe.ca.gov/cgi-bin/deliq.cgi>

5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR 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:
 - 1. Subject: Discrimination on the basis of race, color, or national origin.
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
Regulation: 34 CFR part 100.
 - 2. Subject: Discrimination on the basis of sex
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
Regulations: 34 CFR part 106.

3. Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).
Regulation: 34 CFR part 104handicap.
4. Subject: Discrimination on the basis of age.
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110

6. RETURN OF INAPPROPRIATE USE OF FUNDS

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

7. AMERICANS WITH DISABILITIES ACT (ADA)

By signing this Agreement, Contractor/Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as, all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

EXHIBIT F
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES

1. MATCH REQUIREMENTS

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

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

For Agreements that include **CASH MATCH**:

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

2. INDIRECT COSTS

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

3. CONTRACT HANDBOOK

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only. Contract Handbook can be downloaded from the DOR website at: <http://www.dor.ca.gov/Public/Grants.html>.

4. DOR'S CONTRACT MONITORING

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

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.

- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.
- J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:
- Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
 - Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
 - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
 - Verify that Contract staff provide services only to authorized.

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 34 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
29579	1
REGISTRATION NUMBER	
eP 1417628	

1. This Agreement is entered into between the State Agency and 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, 2015 through June 30, 2018

3. The maximum amount of this

Agreement after this amendment is: \$ 1,174,917.00; Certified Expenditure \$885,381.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

CFDA # Basic Support 84.126A State Vocational Rehabilitation Services Program

The amount of this agreement does not change. The following checked documents are hereby revised and attached hereto for fiscal year(s) 2015/16, 2016/17 and 2017/18.

- ☒ Exhibit A - Scope of Work
☒ Exhibit B,D,E & F - Standard Contract Language
☐ Program Budget
☒ Service Budget
☒ Service Narrative
☒ Certified Budget
☐ Certified Narrative
☐ Exhibit G - Additional Provisions

The effective date of this amendment is July 1, 2015.

All other terms and conditions shall remain the same.

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)

Sheilagh Andujar

DATE SIGNED (Do not type)

10/12/15

PRINTED NAME AND TITLE OF PERSON SIGNING

Sheilagh Andujar, Deputy Chief

ADDRESS

1000 Broadway, Suite 398, Oakland, CA 94607

STATE OF CALIFORNIA

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)

Simone Dumas

DATE SIGNED (Do not type)

12/3/15

PRINTED NAME AND TITLE OF PERSON SIGNING

Simone Dumas, Chief, Contracts & Procurement Section

ADDRESS

721 Capitol Mall, Sacramento, CA 95814

CALIFORNIA
Department of General Services
Use Only

APPROVED

DEC 21 2015

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

[Signature]
Exempt per

EXHIBIT A
(Standard Agreement - Subvention)

COOPERATIVE CONTRACT
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, **six alternative schools**, four alternative young adult programs and/or **two enrichment programs**. 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 **as well as post-high school** years through this contractual agreement. TPP staff from the Oakland Unified School District will work closely with referring DOR counselors 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 Project 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, job coaching) and Work Experience Services necessary for the student/DOR client to reach his/her employment goal.

For the fiscal year 2015/16, 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 (applicant status)
- Develop 70 new Individual Plan for Employment (IPE)
- Close 38 cases successfully (Successful Rehabilitation).

For the fiscal year 2016/17, 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 (applicant status)
- Develop 70 new Individual Plan for Employment (IPE)
- Close 38 cases successfully (Successful Rehabilitation).

For the fiscal year 2017/18, 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 (applicant status)
- Develop 70 new Individual Plan for Employment (IPE)
- Close 38 cases successfully (Successful Rehabilitation).

II. SERVICES TO BE PROVIDED

Transition Partnership Program (TPP) COOP Pre-Employment TRANSITION SERVICES (PETS)

The term "TPP COOP Pre-employment Transition Services (PETS)" 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. This will include a variety of services in classroom, community, and work settings provided to students with a disability and focus on the following core services:

- Job exploration counseling
- Work based learning experiences
- Counseling on post-secondary opportunities
- Workplace readiness training
- Instruction in self advocacy.

These services, in addition to others provided on an individual basis are intended to ultimately result in competitive, integrated employment.

The coordinated PETS activities shall include DOR, the school, and other appropriate agencies that may provide services to the student/DOR client including Regional Centers, the One Stop system, and Social Security administration. PETS services are based upon the individual 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 student/DOR client needs and IPE. These services are not services that are certified by DOR or otherwise CARF accredited.

Pre-plan activity to include:

a. PETS Vocational Evaluation (PETS/VE)

1. DESCRIPTION OF SERVICES

PETS 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 student/DOR client's prior work experience and transferable skills,

as well as, interest in post-secondary training or education, need for and type of work-based learning experiences, need for further job exploration counseling, need for training in workplace readiness, and need for training in self-advocacy 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. Job exploration counseling will be provided in conjunction with the counseling provided by the DOR counselor. Reporting of assessments completed, findings, and recommendations will be provided to the referring DOR Counselor. **This service is provided by Lead Transition Specialist, Job Developers/Job Coaches, Community Outreach Specialist, Community Relations Assistant/High School Job Developer/Job Coach.**

2. Service Goals/Number to be served

During fiscal year 2015/2016, it is expected that:

- There shall be 65 student/DOR clients who receive **PETS Vocational Evaluation** services.

During fiscal year 2016/2017, it is expected that:

- There shall be 65 student/DOR clients who receive **PETS Vocational Evaluation** services.

During fiscal year 2017/2018, it is expected that:

- There shall be 65 student/DOR clients who receive **PETS Vocational Evaluation** services.

Pre-plan or Plan activities to include:

b. Vocational Instruction/Employment Preparation PETS Workplace Readiness Training:

1. DESCRIPTION OF SERVICES

Vocational Instruction/Employment Preparation PETS Work Based Readiness Training services consist of vocational rehabilitation instruction with curricular supports which can be provided as a class, in a group, or individually. 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.

This service is provided by Lead Transition Specialist, Job Developers/Job Coaches, Community Outreach Specialist, and Community Relations Assistant/High School Job Developer/Job Coach.

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

- Job exploration counseling
- Instruction in self-advocacy
- Workplace readiness training including :
 - soft skills needed for successful employment
 - 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 student/DOR client's disability and benefits

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

2. Service Goals/Number to be served

During fiscal year 2015/2016, it is expected that:

- There shall be 65 student/DOR clients who receive **Vocational Instruction/Employment Preparation PETS Work Based Readiness Training** services.

During fiscal year 2016/2017, it is expected that:

- There shall be 65 student/DOR clients who receive **Vocational Instruction/Employment Preparation PETS Work Based Readiness Training** services.

During fiscal year 2017/2018, it is expected that:

- There shall be 65 student/DOR clients who receive **Vocational Instruction/Employment Preparation PETS Work Based Readiness Training** services.

Plan Activities to include:

c. Work Experience/ PETS Work-Based Learning Experience

1. DESCRIPTION OF SERVICES

PETS Work-Based Learning Experience includes work experience services consisting of short term placements both on and off campus and monitoring the student/DOR client's performance in the work environment. Work experience may include paid/unpaid internships, paid/unpaid employment, summer work experience, work exploration and job shadowing. Student/DOR clients may participate in more than one work experience situation. Work experiences are intended to be temporary placements to gain experience in the workplace. They may include instruction in self advocacy, if appropriate. They may also result in the development of any of the following: vocational direction, appropriate work attitudes, ethics, interpersonal skills, speed, and accuracy, as well as, some limited occupational skills.

Any paid or non-paid work experience activities will be in compliance with the Department of Labor regulations. Work Experience supervisors will evaluate students/DOR clients and submit written reports to the DOR counselor on a monthly basis. **This service is provided by Lead Transition Specialist, Job Developers/Job Coaches, Community Outreach Specialist, and Community Relations Assistant/High School Job Developer/Job Coach.**

2. Service Goals/Number to be served

During fiscal year 2015/2016, it is expected that:

- There shall be 30 student/DOR clients who receive **Work Experience/ PETS Work-Based Learning Experience** services.

During fiscal year 2016/2017, it is expected that:

- There shall be 30 student/DOR clients who receive **Work Experience/ PETS Work-Based Learning Experience** services.

During fiscal year 2017/2018, it is expected that:

- There shall be 30 student/DOR clients who receive **Work Experience PETS Work-Based Learning Experience** services.

d. Job Development, Placement and Follow-up/ PETS Workplace readiness training

1. DESCRIPTION OF SERVICES

Assist job ready student/DOR clients, both in school and out-of-school to obtain employment in the community by identifying specific job openings that are appropriate for each student/DOR client, assisting in placing the student/DOR client in the job, orient the student/DOR client to the job, and identify specific ongoing support and resource needs. **This service is provided by Lead Transition Specialist, Job Developers/Job Coaches, Community Outreach Specialist, and Community Relations Assistant/High School Job Developer/Job Coach.**

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 accommodations
- Negotiate customized employment placement
- Maintain an organized system of current job openings
- Assisting student/DOR clients to find jobs which match their Individual Plan for Employment vocational goal
- Providing instruction in self-advocacy
- Assisting a 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 student/DOR client and/or their employer post-placement to ensure job satisfaction.

2. Service Goals/Number to be served

During fiscal year 2015/2016, it is expected that:

- There shall be 40 student/DOR clients who receive **Job Development/ PETS Workplace Readiness Training** services.
- There shall be 38 student/DOR clients **placed** in employment consistent with the IPE goal.
- The placements shall result in 38 successful (26) DOR closures.

During fiscal year 2016/2017, it is expected that:

- There shall be 40 student/DOR clients who receive **Job Development/ PETS Workplace Readiness Training** services.
- There shall be 38 student/DOR clients **placed** in employment consistent with the IPE goal.
- The placements shall result in 38 successful (26) DOR closures.

During fiscal year 2017/2018, it is expected that:

- There shall be 40 student/DOR clients who receive **Job Development/ PETS Workplace Readiness Training/** services.
- There shall be 38 student/DOR clients **placed** in employment consistent with the IPE goal.
- The placements shall result in 38 successful (26) DOR closures.

e. PETS Non-Supported Employment (NSE) Job Coaching

1. DESCRIPTION OF SERVICES

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. **This service is provided by Lead Transition Specialist, Job Developers/Job Coaches, Community Outreach Specialist, and Community Relations Assistant/High School Job Developer/Job Coach.**

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
- Provision of instruction in self-advocacy
- Assistance with public support agencies
- Family and residential provider consultation
- Ongoing contact with the student/DOR client and/or employer to ensure continued job satisfaction

2. Service Goals/Number to be served

During fiscal year 2015/2016, it is expected that:

- There shall be 10 student/DOR clients who receive **PETS Non-Supported Employment Job Coaching** services.

During fiscal year 2016/2017, it is expected that:

- There shall be 10 student/DOR clients who receive **PETS Non-Supported Employment Job Coaching** services.

During fiscal year 2017/2018, it is expected that:

- There shall be 10 student/DOR clients who receive **PETS Non-Supported Employment Job Coaching** services.

III. **CONTRACT ADMINISTRATOR/PROGRAM COORDINATOR**

Department of Rehabilitation

Maxine Younger
1485 Civic Court, Ste 1100
Concord, CA 94520
(925) 602-3991
(925) 669-1797 fax
maxine.younger@dor.ca.gov

Oakland Unified School District Programs for Exceptional Children

Leslyn Henry
1000 Broadway, 6th Floor
Oakland, CA 94612
(510) 882-9856
(510) 874-3725 fax
britelight2@comcast.net

IV. **LINKAGE 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 (ON-TRAC and CIP)
- OUSD Volunteer 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
- BRIDGES – Marriot Corporation
- 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)
- East Bay Asian Youth Center
- East Oakland Youth Development Center
- Goodwill Industries of the Greater East Bay/CALIDAD
- Youth Employment Partnership
- Youth Uprising
- Social Security Administration
- Department of Motor Vehicles
- Adult Supported Services Agencies (Stepping Stones, Clausen House, ARC)

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.

EXHIBIT B
(Standard Agreement - Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

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

B. Submission of Invoice(s)

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

Compensation and Government Claims Board, where approval to pay is not guaranteed.

6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

C. Appropriate Expenditures

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

D. Invoice Claim Adjustments

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

E. Budget Contract Amendments

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

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

F. Travel Reimbursements

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

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

2. BUDGET CONTINGENCY CLAUSE

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

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

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

4. PROMPT PAYMENT CLAUSE

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

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

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

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

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

6. ACCOUNTING SYSTEM REQUIREMENTS

- A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:
- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
 - Records that identify adequately the source and application of funds for federally sponsored activities.
 - Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
 - Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations.

STATE OF CALIFORNIA
TPP PETS SERVICE BUDGET

DEPARTMENT OF REHABILITATION

☐ Original

☒ Amendment

Contractor Name and Address		Contract Number			Federal ID Number			Page X of X		
OAKLAND UNIFIED SCHOOL DISTRICT		29579			94-60000385			Page 1 of 1		
Financial Services Department		Budget Period			Budget Period			Budget Period		
1000 Broadway		7/1/2015-6/30/2016			7/1/2016-6/30/2017			7/1/2017-6/30/2018		
Oakland, CA 94607		Effective Date (Amendments Only)			Effective Date (Amendments Only)			Effective Date (Amendments Only)		
		7/1/2015			7/1/2015			7/1/2015		
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
Administrative Personnel										
1	Lead Transition Specialist 1 FTE = 30 hrs/wk 12 months	\$107,908.00	0.6000	\$64,744.80	\$107,908.00	0.6000	\$64,744.80	\$ 107,908.00	0.6000	\$64,744.80
2	TPP Adminstrative Assistant 1 FTE = 37.5 hrs/wk 12 months	\$11,022.00	0.5000	\$5,511.00	\$11,022.00	0.5000	\$5,511.00	\$11,022.00	0.5000	\$5,511.00
3										
4	Administrative Subtotal			\$70,255.80			\$70,255.80			\$70,255.80
PETS Direct Service Personnel										
6	Lead Transition Specialist 1 FTE = 30 hrs/wk 12 months	107,908.00	0.3000	\$32,372.40	\$107,908.00	0.3000	\$32,372.40	\$107,908.00	0.3000	\$32,372.40
7	Job Develper/Job Coach 2 FTE = 37.5 hrs/wk 12 months	\$130,563.00	1.0000	\$130,563.00	\$130,653.00	1.0000	\$130,653.00	\$130,563.00	1.0000	\$130,563.00
8	Community Outreach Specialist 1 FTE = 37.5 hrs/wk 12 months	\$58,655.00	1.0000	\$58,655.00	\$58,655.00	1.0000	\$58,655.00	\$58,655.00	1.0000	\$58,655.00
9	Community Relations Assistance/High School Job Developer/Job Coach 1 FTE = 37.5 hrs/wk 12 months	\$64,220.00	1.0000	\$64,220.00	\$64,220.00	1.0000	\$64,220.00	\$64,220.00	1.0000	\$64,220.00
10	PETS Subtotal			\$285,810.40			\$285,810.40			\$285,810.40
11	Personnel Subtotal			\$356,066.20			\$356,066.20			\$356,066.20
OPERATING EXPENSES										
13	Teacher Release Time			\$300.00			\$300.00			\$300.00
14	Instructional Supplies			\$496.00			\$496.00			\$496.00
15	Office Supplies			\$500.00			\$500.00			\$500.00
16	Printing			\$300.00			\$300.00			\$300.00
17	Student Transportation/Student Study Tours			\$500.00			\$500.00			\$500.00
18	Postage			\$200.00			\$200.00			\$200.00
19	Mileage/Travel			\$7,000.00			\$7,000.00			\$7,000.00
20	Training			\$1,000.00			\$1,000.00			\$1,000.00
21	Theft Sensitive Items			\$5,000.00			\$5,000.00			\$5,000.00
22	Operating Subtotal			\$15,296.00			\$15,296.00			\$15,296.00
23	Personnel and Operating Subtotal			\$371,362.20			\$371,362.20			\$371,362.20
24	Indirect Rate Percentage			5.46%			5.46%			5.46%
25	Indirect Cost			\$20,276.38			\$20,276.38			\$20,276.38
26	TOTAL (rounded to nearest dollar)			\$391,639			\$391,639			\$391,639

OAKLAND UNIFIED SCHOOL DISTRICT

SERVICE BUDGET NARRATIVE

PERSONNEL

Benefits for each position includes: Medical, Vision, Dental, and Retirement. The benefit to salary percentage range is about 40%.

Provides PETS VE, Vocational Instruction/Employment Preparation; PETS Workplace Readiness Training, Work Experience/PETS Work-Based Learning Experience; Job Development, Placement and Follow-Up/PETS Workplace Readiness; and PETS Non-Supported Employment (NSE) Job Coaching

Former/Current Education Agency Functions

WorkAbility I Liaison (WAI L) --

The WAI L'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 ADMINISTRATIVE duties include:

- 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)
- Assists in informing DOR Counselor(s) of IEP and ITP meetings
- Assists in maintaining comprehensive student/DOR consumer records
- 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
- 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
- Coordinates with the Programs for Exceptional Children's (PEC) Administrative office personnel in order to monitor the contract's TPP staff attendance and requisition reimbursements for accuracy in DOR billing and tracking of the dollars spent
- Coordinates program monitor reviews and audits
- Assists in preparing and submitting budget revisions and amendments
- Prepares and submits monthly Personal Activity Report
- Meet with program staff monthly to discuss TPP students/DOR consumers and contract progress
- Attends contract partner meetings on a quarterly basis
- Works together with the TPP team to further program goals

The **PETS DIRECT SERVICES** duties include:

- Works with TSTs to provide individualized job development and job placement assistance to 11th and 12th 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 students/DOR consumers in accessing appropriate program additions or interventions to ensure successful employment outcomes
- Provides and implements services to post-graduate students/DOR consumers from TPP upon request from DOR Counselor(s)

Former/Current Education Agency Functions

Senior Clerk Typist

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

Transition Program Functions

TPP Administrative Assistant

The Administrative Assistant's primary responsibility is to implement the service offered within the description of the service contract. The **ADMINISTRATIVE** 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, theft sensitive items, and/or students'/DOR clients' transportation
- Works together with the TPP team to further program goals

Former/Current Education Agency Functions

New position created

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

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 **PETS DIRECT SERVICES** 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/DOR 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 East Bay Job Developers, as assigned, to assist students/DOR consumers secure employment
- Provides assistance to students/DOR consumers as necessary for job retention
- Organizes job tasks to facilitate the flow of work/production for a student/DOR consumer
- Provides on-the-job skill(s) training for a student/DOR consumer, as needed

- 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 for a student/DOR consumer
- Monitors and evaluates the student's/DOR consumer's progress with job performance and work habit
- Recommends termination or extension of job coaching services for a student/DOR consumer, as necessary
- Provides transportation training or a student/DOR consumer, as needed
- 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
- Prepares and submits monthly Personal Activity Report
- Meet with program staff monthly to discuss TPP students/DOR consumers and contract progress
- Attends contract partner meetings on a quarterly basis
- Works together with the TPP team to further program goals to assist students/DOR consumers secure employment
- Provides assistance to students/DOR consumers as necessary for job retention
- Organizes job tasks to facilitate the flow of work/production for a student/DOR consumer
- Provides on-the-job skill(s) training for a student/DOR consumer, as needed
- 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 for a student/DOR consumer
- Monitors and evaluates the student's/DOR consumer's progress with job performance and work habit
- Recommends termination or extension of job coaching services for a student/DOR consumer, as necessary
- Provides transportation training or a student/DOR consumer, as needed
- 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
- Prepares and submits monthly Personal Activity Report
- Meet with program staff monthly to discuss TPP students/DOR consumers and contract progress
- Attends contract partner meetings on a quarterly basis
- Works together with the TPP team to further program goals

Former/Current Education Agency Functions

Instructional Assistant

- Coordinates the after school tutoring program for students in the 9th through 12th grades

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

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 **PETS**

DIRECT SERVICES 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 for students/DOR consumers
- Assists in maintaining comprehensive student/DOR consumer records
- Assists in completing DOR statistical information and program documentation regarding students/DOR consumers
- 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 transition materials and resources 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
- Prepares and submits monthly Personal Activity Report
- Attends contract partner meetings on a quarterly basis
- Works together with the TPP team to further program goals

Former/Current Education Agency Functions

Contract Position

WorkAbility I Job Developer

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

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 **PETS DIRECT SERVICES** include:

- Develop relationships with large and small employers for TPP students/DOR consumers
- 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 for TPP students/DOR consumers
- Develop relationships with summer youth employment training agencies for TPP students/DOR consumers
- 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
- Prepare and submit monthly Personal Activity Reports
- Prepare and submit monthly business contacts and business meetings attended
- Develops appropriate job placements for high school students/DOR consumers
- Provides job coaching supports for high school students/DOR consumers, as needed
- Provides support for high school students/DOR consumers in job-related activities, such as job shadowing, and exploring career requirements for specific jobs
- Maintains record of high school students/DOR consumers job placement history
- Trains high school 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 to high school students/DOR consumers
- 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 for high school students/DOR consumers
- 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 for high school students/DOR consumers
- 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 for high school student/DOR consumer, 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 students/DOR consumers and contract progress
- 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.

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

Student Transportation/**Student Study Tours** - Cost of transportation, such as buses for use of students-DOR applicants/consumers for job/career exploration, employment and/or placement activities. Registration fees for workshops for students/DOR applicants/consumers for job/career, awareness, and 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.

Theft Sensitive Items - 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, all to be purchased in FY **2015/16**:

- Two desk-top computer system with software at approximately \$1,500.00
- Two laptop computers with software at approximately \$925.00
- One scanner at approximately \$150.00

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.

PETS COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

July 1, 2015 - June 30, 2018

Contractor Name and Address

Oakland Unified School District
Financial Services Department
1000 Broadway, Oakland, CA 94607

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.

Item Expenditure	Fiscal Year 2015/16			Fiscal Year 2016/17			Fiscal Year 2017/18		
PERSONNEL - Position Title & Time Base	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 - 10 FTE = 30 hrs/wk, 10 mos	\$742,455.00	16%	\$118,792.80	\$742,455.00	16%	\$118,792.80	\$742,455.00	16%	\$118,792.80
English TPP Teachers- 6 FTE= 30 hrs/wk, 10 mos	\$407,449.00	16%	\$65,191.84	\$407,449.00	16%	\$65,191.84	\$407,449.00	16%	\$65,191.84
Community Based Support Coordinators - 2 FTE= 30 hrs/wk, 11 mos	\$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, 11 mos	\$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 mos	\$47,515.00	10%	\$4,751.50	\$47,515.00	10%	\$4,751.50	\$47,515.00	10%	\$4,751.50
Transition Assistant - 2 FTE= 30 hrs/wk, 10 mos	\$65,035.00	9%	\$5,853.15	\$65,035.00	9%	\$5,853.15	\$65,035.00	9%	\$5,853.15
TPP Administrator - 1 FTE= 37.5 hrs/wk, 12 mos	\$144,843.00	7%	\$10,139.01	\$144,843.00	7%	\$10,139.01	\$144,843.00	7%	\$10,139.01
Personnel Subtotal			\$279,847.30			\$279,847.30			\$279,847.30
OPERATING EXPENSES									
Operating Subtotal									
Personnel and Operating Subtotal			\$279,847.30			\$279,847.30			\$279,847.30
Indirect Cost Percentage			5.46%			5.46%			5.46%
Indirect Cost Total			\$15,279.66			\$15,279.66			\$15,279.66
TOTAL EXPENDITURES "CERTIFIED"			\$295,127			\$295,127			\$295,127

EXHIBIT D
(Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION & COMPLIANCE

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

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

2. DISPUTES

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

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

3. RIGHT TO TERMINATE

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of

the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

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

5. INSURANCE REQUIREMENTS

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

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

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

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

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

passengers or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

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

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

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

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

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

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 comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of

Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).

- D. Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at iso@dor.ca.gov.
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
 - 1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
 - 2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement. Information can be held in medium that includes, but is not limited to, electronic and paper.
 - 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this 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 in the "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/VRED/Security-n-Privacy-Training.html>.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of five (5) 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 five (5) year period, whichever is later.

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

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

9. COMPETITIVE BIDDING AND PROCUREMENTS

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

The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.

- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

10. USE OF SUBCONTRACTOR(S)

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

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

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

11. POTENTIAL SUBCONTRACTORS

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

12. CONTRACT AMENDMENTS

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

13. SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

14. THEFT SENSITIVE ITEMS

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

The following items, regardless of cost must be inventoried:

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

EXHIBIT E

(Standard Agreement - Subvention)

ADDITIONAL PROVISIONS – Federally Funded Agreements

1. FEDERAL REQUIREMENTS

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

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

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

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that

neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

4. PROHIBITION ON TAX DELINQUENCY

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

(Franchise Tax Board) https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml,
(Board of Equalization) <http://www.boe.ca.gov/cgi-bin/deliq.cgi>

5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR 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:
 - 1. Subject: Discrimination on the basis of race, color, or national origin.
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
Regulation: 34 CFR part 100.
 - 2. Subject: Discrimination on the basis of sex
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
Regulations: 34 CFR part 106.

3. Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).
Regulation: 34 CFR part 104handicap.
4. Subject: Discrimination on the basis of age.
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110

6. RETURN OF INAPPROPRIATE USE OF FUNDS

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

7. AMERICANS WITH DISABILITIES ACT (ADA)

By signing this Agreement, Contractor/Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as, all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

EXHIBIT F
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES

1. MATCH REQUIREMENTS

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

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

For Agreements that include **CASH MATCH**:

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

2. INDIRECT COSTS

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

3. CONTRACT HANDBOOK

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only. Contract Handbook can be downloaded from the DOR website at: <http://www.dor.ca.gov/Public/Grants.html>.

4. DOR'S CONTRACT MONITORING

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

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.

- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.
- J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:
- Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
 - Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
 - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.

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

AGREEMENT NUMBER
29579
REGISTRATION NUMBER
eP 1417628

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, 2015 through June 30, 2018

3. The maximum amount of this Agreement is: \$1,174,917.00
Certified Expenditure \$885,381.00

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	14 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)	7 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.cls.dgs.ca.gov/Standard+Language

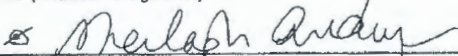
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

Oakland Unified School District

BY (Authorized Signature)



DATE SIGNED (Do not type)

3/9/15

PRINTED NAME AND TITLE OF PERSON SIGNING

Sheilagh Andujar, Deputy Chief

ADDRESS

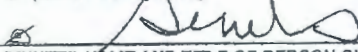
2850 West Street, Administrative Office, Oakland, CA 94608

STATE OF CALIFORNIA

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)



DATE SIGNED (Do not type)

5/1/12

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



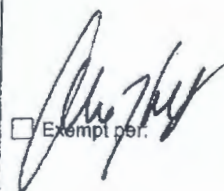

☐ Exempt per.

EXHIBIT A
(Standard Agreement - Subvention)

1. PURPOSE

Subvention: VR Third Party Cooperative/Case Service Agreements:

2. AUTHORITY

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

Regulations: 34 CFR 369.2 (b)

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 Maxine Younger 1485 Civic Court, Suite 1100 Concord, CA 94520 (925) 602-3991 (925) 669-1797 fax <u>Maxine.P.Younger@dor.ca.gov</u>	Oakland Unified School District Programs for Exceptional Children Leslyn Henry 2850 West Street, Room 131 Oakland, CA 94608 (510) 882-9856 (510) 874-3725 fax <u>Britelight2@comcast.net</u>
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4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

EXHIBIT A.1
(Standard Agreement - Subvention)

COOPERATIVE CONTRACT
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, two alternative schools, and four alternative young adult programs. 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 counselors 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 Project is to provide career opportunities for students with disabilities who are DOR clients. The program provides rehabilitation services at no cost to eligible students. Services will include: Employment (transitional vocational evaluation, 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 fiscal year 2015-2016, a total of 300 unduplicated DOR student/clients will receive services through this cooperative contract.

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

- Open 75 new cases (applicant status)
- Develop 70 new Individual Plans for Employment (IPE)
- Close 38 cases successfully (closed-rehab)

For fiscal year 2016-2017, a total of 300 unduplicated DOR student/clients will receive services through this cooperative contract.

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

- Open 75 new cases (applicant status)
- Develop 70 new Individual Plans for Employment (IPE)
- Close 38 cases successfully (closed-rehab)

For fiscal year 2017-2018, a total of 300 unduplicated DOR student/clients will receive services through this cooperative contract.

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

- Open 75 new cases (applicant status)
- Develop 70 new Individual Plans for Employment (IPE)
- Close 38 cases successfully (closed-rehab)

II. SERVICES TO BE PROVIDED

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 postsecondary education, vocational training, integrated employment, continuing and adult education, adult services, independent living, or community participation ultimately resulting in gainful employment in an integrated environment.

The coordinated set of activities shall be based upon the individual 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 student/DOR client needs and IPE. These services are not services that are certified by DOR or otherwise CARF accredited.

Pre-plan activity to include:

a. Transition Vocational Evaluation (TVE)

1. DESCRIPTION OF SERVICE

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 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.

2. Service Goals/Number to be served

During fiscal year 2015/2016, it is expected that:

- There shall be 65 student/DOR clients who receive Transition Vocational Evaluation services.

During fiscal year 2016/2017, it is expected that:

- There shall be 65 student/DOR clients who receive Transition Vocational Evaluation services.

During fiscal year 2017/2018, it is expected that:

- There shall be 65 student/DOR clients who receive Transition Vocational Evaluation services.

b. Vocational Instruction (Employment Preparation)

1. DESCRIPTION OF SERVICES

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 student/DOR client's disability and benefits

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

2. Service Goals/Number to be served

During fiscal year 2015/2016, it is expected that:

- There shall be 65 student/DOR clients who receive Preplan and Plan Vocational Instruction (Employment Preparation) services.

During fiscal year 2016/2017, it is expected that:

- There shall be 65 student/DOR clients who receive Preplan and Plan Vocational Instruction (Employment Preparation) services.

During fiscal year 2017/2018, it is expected that:

- There shall be 65 student/DOR clients who receive Preplan and Plan Vocational Instruction (Employment Preparation) services.

Plan Activities to include:

c. Work Experience

1. DESCRIPTION OF SERVICES

Work experience includes short term placements both on and off campus and involves monitoring the student/DOR client's performance in the work environment. Work experience may include paid/unpaid internships, paid/unpaid employment, summer work experience, work exploration and job shadowing. Student/DOR clients may participate in more than one work experience situation. Work experiences are intended to be temporary placements to gain experience in the workplace. They may also result in the development of any of the following: vocational direction, appropriate work attitudes, ethics, interpersonal skills, speed, and accuracy as well as some limited occupational skills.

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

2. Service Goals/Number to be served

During fiscal year 2015/2016, it is expected that:

- There shall be 30 student/DOR clients who receive Work Experience services.

During fiscal year 2016/2017, it is expected that:

- There shall be 30 student/DOR clients who receive Work Experience services.

During fiscal year 2017/2018, it is expected that:

- There shall be 30 student/DOR clients who receive Work Experience services.

d. Job Development, Placement and Follow-up

1. DESCRIPTION OF SERVICES

Assist job ready 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 student/DOR client, assisting in placing the student/DOR client in the job, orient the 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 student/DOR clients to find jobs which match their Individual Plan for Employment vocational goal
- Assisting a 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 student/DOR client and/or their employer post-placement to ensure job satisfaction.

2. Service Goals/Number to be served

During fiscal year 2015/2016, it is expected that:

- There shall be 40 student/DOR clients who receive Job Development services.
- There shall be 38 student/DOR clients placed in employment consistent with the IPE goal.
- The placements shall result in 38 successful DOR closures.

During fiscal year 2016/2017, it is expected that:

- There shall be 40 student/DOR clients who receive Job Development services.
- There shall be 38 student/DOR clients placed in employment consistent with the IPE goal.
- The placements shall result in 38 successful DOR closures.

During fiscal year 2017/2018, it is expected that:

- There shall be 40 student/DOR clients who receive Job Development services.
- There shall be 38 student/DOR clients placed in employment consistent with the IPE goal.
- The placements shall result in 38 successful (26) DOR closures.

e. Non-Supported Employment (NSE) Job Coaching

1. DESCRIPTION OF SERVICES

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/DOR client and/or employer to ensure continued job satisfaction

2. Service Goals/Number to be served

During fiscal year 2015/2016, it is expected that:

- There shall be 10 student/DOR clients who receive Non-supported Employment Job Coaching services.

During fiscal year 2016/2017, it is expected that:

- There shall be 10 student/DOR clients who receive Non-supported Employment Job Coaching services.

During fiscal year 2017/2018, it is expected that:

- There shall be 10 student/DOR clients who receive Non-supported Employment Job Coaching services.

III. CONTRACT ADMINISTRATOR/PROGRAM COORDINATOR

Department of Rehabilitation

Maxine Younger
1485 Civic Court, Ste.1100
Concord, CA 94520
(925) 602-3991
(925) 669-1797 fax
Maxine.P.Younger@dor.ca.gov

Oakland USD

Programs for Exceptional Children
Leslyn Henry
2850 West Street, Room 131
Oakland, CA 94608
(510) 882-9856
(510) 874-3725 fax
britelight2@comcast.net

IV. LINKAGES TO OTHER COMMUNITY AGENCIES

OUSD continues to operate a WorkAbility I (WAI) program for more than 25 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 (ON-TRAC and CIP)
- OUSD Volunteer 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
- 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)
- East Bay Asian Youth Center
- East Oakland Youth Development Center
- Goodwill Industries of the Greater East Bay/CALIDAD
- Youth Employment Partnership
- Social Security Administration
- Department of Motor Vehicles
- Adult Supported Services Agencies (Stepping Stones, Clausen House, ARC)

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.

EXHIBIT B
(Standard Agreement - Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

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

B. Submission of Invoice(s)

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

Compensation and Government Claims Board, where approval to pay is not guaranteed.

6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

C. Appropriate Expenditures

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

D. Invoice Claim Adjustments

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

E. Budget Contract Amendments

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

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

F. Travel Reimbursements

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

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

2. BUDGET CONTINGENCY CLAUSE

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

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

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

4. PROMPT PAYMENT CLAUSE

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

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

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

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

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

6. ACCOUNTING SYSTEM REQUIREMENTS

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Program Budget and Match Summary July 1, 2015 - June 30, 2018

	FY 2015/16	FY 2016/17	FY 2017/18
	<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)	\$391,639	\$391,639	\$391,639
TOTAL FEDERAL COSTS	\$839,148	\$839,148	\$839,148
Certified Match (If applicable)	\$295,127 26.02%	\$295,127 26.02%	\$295,127 26.02%
Total Federal Share	\$839,148 73.98%	\$839,148 73.98%	\$839,148 73.98%
Cash Match (If applicable)	0%	0%	0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
TOTAL STATE MATCH	\$295,127	\$295,127	\$295,127

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%	\$279,716	\$279,716	\$279,716
Cash match minimum contribution amount at 21.3%	\$178,739	\$178,739	\$178,739

Oakland Unified School District

DOR Program Budget July 1, 2015 - June 30, 2018

<u>ITEM</u>	<u>FTE</u> <u>EXPENDITURE</u>	<u>FY 2015/16</u> <u>TOTAL</u>	<u>FY 2016/17</u> <u>TOTAL</u>	<u>FY 2017/18</u> <u>TOTAL</u>
Rehabilitation Team Unit 1 FTE = \$110,377	Units	2.75 \$303,537	2.75 \$303,537	2.75 \$303,537
Case Services (Individual Consumer Expenses)		143,972	143,972	143,972
	SUBTOTAL	\$447,509	\$447,509	\$447,509
Case Service Contract(s):				
TOTAL DOR PROGRAM COST		\$447,509	\$447,509	\$447,509

STATE OF CALIFORNIA
SERVICE BUDGET

DEPARTMENT OF REHABILITATION

☒ Original

☐ Amendment

Contract Name and Address			Contract Number		Federal ID Number		Page 1 of 1			
OAKLAND UNIFIED SCHOOL DISTRICT			29579		94-6000385					
2850 West Street, Administrative Office			Budget Period		Budget Period		Budget Period			
Oakland, CA 94608			July 1, 2015 - June 30, 2016		July 1, 2016 - June 30, 2017		July 1, 2017 - June 30, 2018			
			Effective Date (Amendments Only)		Effective Date (Amendments Only)		Effective Date (Amendments Only)			
Line No.	PERSONNEL Position Title & Time Base	Annual Salary	Annual FTE	Amount Budgeted	Annual Salary	Annual FTE	Amount Budgeted	Annual Salary	Annual FTE	Amount Budgeted
1	Lead Transition Specialist 1 FTE = 30 hrs/wk 12 months	\$107,908.00	0.90	\$97,117.20	\$107,908.00	0.90	\$97,117.20	\$ 107,908.00	0.90	\$97,117.20
2	Job Developer/Job Coach 2 FTE = 37.5 hrs/wk 12 months	\$130,563.00	1.00	\$130,563.00	\$130,563.00	1.00	\$130,563.00	\$ 130,563.00	1.00	\$130,563.00
	Community Outreach Specialist - 1 FTE = 37.5 hrs/wk, 12 mos	\$56,973.00	1.00	\$56,973.00	\$56,973.00	1.00	\$56,973.00	\$ 56,973.00	1.00	\$56,973.00
3	Comm. Relations Specialist/High School Job Developer/Job Coach 1 FTE = 37.5 hrs/wk 12 months	\$64,220.00	1.00	\$64,220.00	\$64,220.00	1.00	\$64,220.00	\$ 64,220.00	1.00	\$64,220.00
5	JPP Administrative Assistant 1 FTE @ 37.5 hrs/wk 12 months	\$11,022.00	0.50	\$5,511.00	\$11,022.00	0.50	\$5,511.00	\$ 11,022.00	0.50	\$5,511.00
6										
7										
8										
10										
11	Subtotal			\$354,384.20			\$354,384.20			\$354,384.20
12	OPERATING EXPENSES									
13	Teacher Release Time			\$300.00			\$300.00			\$300.00
14	Instructional Supplies			\$496.00			\$496.00			\$496.00
15	Office Supplies			\$500.00			\$500.00			\$500.00
16	Printing			\$300.00			\$300.00			\$300.00
17	Student Transportation			\$300.00			\$300.00			\$300.00
18	Software			\$200.00			\$200.00			\$200.00
19	Postage			\$200.00			\$200.00			\$200.00
20	Mileage/Travel			\$7,000.00			\$7,000.00			\$7,000.00
21	Training			\$1,000.00			\$1,000.00			\$1,000.00
22	Theft Sensitive Items			\$5,000.00			\$5,000.00			\$5,000.00
23	Operating Subtotal			\$15,296.00			\$15,296.00			\$15,296.00
24	Personnel and Operating Subtotal			\$369,680.20			\$369,680.20			\$369,680.20
25	Indirect Rate Percentage			5.94%			5.94%			5.94%
26	Indirect Cost			\$21,959.00			\$21,959.00			\$21,959.00
27	TOTAL (rounded to nearest dollar)			\$391,639			\$391,639			\$391,639

OAKLAND UNIFIED SCHOOL DISTRICT

SERVICE BUDGET NARRATIVE

BENEFITS:

Benefits for each position includes: Medical, Vision, Dental, and Retirement. Benefits to salary percentage range is about 40%.

PERSONNEL:

Former/Current Education Agency Functions

WorkAbility I Liaison (WAI L) ---

The WAI L'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 11th and 12th 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)
- Assists in informing DOR Counselor(s) of IEP and ITP meetings
- Assists in maintaining 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
- Coordinates with the Programs for Exceptional Children's (PEC) Administrative office personnel in order to monitor the contract's TPP staff attendance and requisition reimbursements for accuracy in DOR billing and tracking of the dollars spent
- Assists in preparing and submitting budget revisions and amendments
- Coordinates program monitor reviews and audits
- Attends contract partner meetings on a quarterly basis

Job Developer/Job Coach (100% to Service Budget)

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 East Bay Job Developers, 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

Community Outreach Specialist (100% to Service Budget)

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

Community Relations Specialist/ High School Job Developer/Job Coach (100% to Service Budget)

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

Former/Current Education Agency Functions

Senior Clerk Typist

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

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

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; record-keeping materials, labels, folders, binders, notepads, calendars, paper, markers, pens, pencils and tablets.

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

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

Software - Computer software to be purchased to use on computers used by TPP staff exclusively in support of contract services to DOR consumer students.

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.

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

July 1, 2015 - June 30, 2018

Contractor Name and Address									
Oakland Unified School District 2850 West Street, Administrative Office Oakland, CA 94608				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.					
Item Expenditure	Fiscal Year 2015/16			Fiscal Year 2016/17			Fiscal Year 2017/18		
PERSONNEL - Position Title & Time Base	Annual Salary	FTE	Annual Amount Certified	Annual Salary	FTE	Annual Amount Certified	Annual Salary	FTE	Annual Amount Certified
Transition Service Teachers - 10 FTE = 30 hrs/wk, 10 mos	\$742,455.00	0.16	\$118,792.80	\$742,455.00	0.16	\$118,792.80	\$742,455.00	0.16	\$118,792.80
English TPP Teachers- 6 FTE= 30 hrs/wk, 10 mos	\$399,523.00	0.16	\$63,923.68	\$399,523.00	0.16	\$63,923.68	\$399,523.00	0.16	\$63,923.68
TPP Transition Support Coordinators - 2 FTE= 30 hrs/wk, 11 mos	\$152,760.00	0.45	\$68,742.00	\$152,760.00	0.45	\$68,742.00	\$152,760.00	0.45	\$68,742.00
Community Based Support Specialist - 1 FTE = 37.5 hrs/wk, 11 mos	\$63,770.00	0.10	\$6,377.00	\$63,770.00	0.10	\$6,377.00	\$63,770.00	0.10	\$6,377.00
Community Based Transition Assistant - 1 FTE= 30 hrs/wk, 11 mos	\$47,515.00	0.10	\$4,751.50	\$47,515.00	0.10	\$4,751.50	\$47,515.00	0.10	\$4,751.50
Transition Assistant - 2 FTE= 30 hrs/wk, 10 mos	\$65,035.00	0.09	\$5,853.15	\$65,035.00	0.09	\$5,853.15	\$65,035.00	0.09	\$5,853.15
TPP Administrator - 1 FTE= 37.5 hrs/wk, 12 mos	\$144,843.00	0.07	\$10,139.01	\$144,843.00	0.07	\$10,139.01	\$144,843.00	0.07	\$10,139.01
Personnel Subtotal			\$278,579.14			\$278,579.14			\$278,579.14
OPERATING EXPENSES									
Operating Subtotal									
Personnel and Operating Subtotal			\$278,579.14			\$278,579.14			\$278,579.14
Indirect Cost Percentage			5.94%			5.94%			5.94%
Indirect Cost Total			\$16,547.60			\$16,547.60			\$16,547.60
TOTAL EXPENDITURES "CERTIFIED"			\$295,127			\$295,127			\$295,127

**OAKLAND UNIFIED SCHOOL DISTRICT
TRANSITION PARTNERSHIP PROJECT
COOPERATIVE AGENCY**

**CERTIFIED EXPENDITURE
BUDGET NARRATIVE**

BENEFITS:

Benefits for each position includes: Medical, Vision, Dental, and Retirement. Benefits to salary percentage range is about 40%.

PERSONNEL:

Former/Current Education Agency Functions

Individualized Education Plan (IEP) Case Manager

- Work with special education students (15-19 years old) in development of IEP goals

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 11th and 12th 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.

Former/Current Education Agency Functions

Special Education English Teacher

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

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

English TPP Teacher

- Provides pre-employment instruction to student/DOR clients through English curriculum
- Teaches Transition Skills Class, 1 class period/day with the modified skill-based TPP functional curriculum to 11th and 12th grade students/DOR 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

Former/Current Education Agency Functions

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

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

TPP 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 receiving services thru TPP
- 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

Former/Current Education Agency Functions

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

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

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 only 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

Former/Current Education Agency Functions

Instructional Assistant

- Assists and tutors OUSD special Education students age 16-19 year olds with academic/functional skills curriculum

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

CB Transition Assistant

- Tutors students/DOR clients in career/vocational skills activities
- Trains students/DOR clients in the use of public transportation
- Assists LTS and CBTS in recordkeeping and monitoring progress of students/DOR clients
- Meets with TST, LTS or DOR counselors if needed

Former/Current Education Agency Functions

Instructional Assistant

- Assists and tutors OUSD special Education students age 16-19 year olds with academic/functional skills curriculum

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

Transition Assistant

- Tutors students/DOR clients in career/vocational skills training activities
- Assists LTS and/or TST in recordkeeping and monitoring students/DOR clients
- Meets with TST, LTS or DOR counselors as needed

Former/Current Education Agency Functions

Secondary Education Administrator

- Performs administrative duties Specific to Secondary Education
- Provide support to middle and high School certificated and classified staff

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

TPP Administrator

- Oversees the TPP program
- Works with LTS to monitor and review contract goals and outcomes
- Reviews production reports
- Meets with LTS monthly
- Works with TPP to achieve contract goals
- Attends contract meetings, as appropriate

INDIRECT/ADMINISTRATIVE OVERHEAD: (5.94%)

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: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Click on the Standard Contract Language section to expand, then click on GTC 610.

EXHIBIT D
(Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION & COMPLIANCE

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

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

2. DISPUTES

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

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

3. RIGHT TO TERMINATE

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of

the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

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

5. INSURANCE REQUIREMENTS

- 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:

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

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

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

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

passengers or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

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

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

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

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

6. CONFLICT OF INTEREST

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

7. CONFIDENTIALITY

- A. Contractor agrees 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 comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).

- D. Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at iso@dor.ca.gov.
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
 2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement. Information can be held in medium that includes, but is not limited to, electronic and paper.
 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this 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 in the "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/VRED/Security-n-Privacy-Training.html>.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

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

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

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

9. COMPETITIVE BIDDING AND PROCUREMENTS

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

The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.

- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

10. USE OF SUBCONTRACTOR(S)

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

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

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

11. POTENTIAL SUBCONTRACTORS

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

12. CONTRACT AMENDMENTS

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

13. SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

14. THEFT SENSITIVE ITEMS

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

The following items, regardless of cost must be inventoried:

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

EXHIBIT E

(Standard Agreement - Subvention)

ADDITIONAL PROVISIONS – Federally Funded Agreements

1. FEDERAL REQUIREMENTS

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

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

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

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that

neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

4. PROHIBITION ON TAX DELINQUENCY

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

(Franchise Tax Board) https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml,
(Board of Equalization) <http://www.boe.ca.gov/cgi-bin/deliq.cgi>

5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR 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:

1. Subject: Discrimination on the basis of race, color, or national origin.
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
Regulation: 34 CFR part 100.
2. Subject: Discrimination on the basis of sex
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
Regulations: 34 CFR part 106.
3. Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).
Regulation: 34 CFR part 104handicap.
4. Subject: Discrimination on the basis of age.
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110

6. RETURN OF INAPPROPRIATE USE OF FUNDS

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

7. AMERICANS WITH DISABILITIES ACT (ADA)

By signing this Agreement, Contractor/Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as, all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

EXHIBIT F
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES

1. MATCH REQUIREMENTS

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

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

For Agreements that include **CASH MATCH**:

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

2. INDIRECT COSTS

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

3. CONTRACT HANDBOOK

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only. Contract Handbook can be downloaded from the DOR website at: <http://www.dor.ca.gov/Public/Grants.html>.

4. DOR'S CONTRACT MONITORING

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

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.

- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.
- J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:
- Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
 - Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
 - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
 - Verify that Contract staff provide services only to authorized DOR consumers.

EXHIBIT G
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS-CONTRACTOR'S MONITORING & TRANSPORTATION

I. THE PROGRAM CONTRACT ADMINISTRATOR SHALL MONITOR THE CONTRACT BY:

- ◆ Submitting DOR Service Budget and Certified Summary invoices and listing of clients received services during the month of invoice at a monthly basis.
- ◆ Submitting Personnel Activity Reports or time allocation documents and other invoicing documentation as requested by DOR Contract Administrator at least twice annually.
- ◆ Including a monthly progress report for each client served during month of invoice to the Rehabilitation Counselor.
- ◆ 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 program staff and DOR staff assigned to this contract.
- ◆ Submitting monthly Summary of Services on clients participating in the program. This will DOR applications, IPEs, successful employment outcomes, and the number of clients who receive contract services provided by the program.

II. TRANSPORTATION OF DOR CLIENTS:

Transportation will be provided to no more than 7 individuals per occasion, including one driver and up to six DOR clients receiving services under this contract.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools,
Thriving Students

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File #: 15-0547 Version: 1 Name: Standard Agreement - Subvention Contract
- California State Department of
Rehabilitation - Programs for Exceptional
Children's Career Transition Department

Type: Agreement or Contract Status: Passed

File created: 3/9/2015 In control: [Board of Education](#)

On agenda: 4/1/2015 Final action: 4/1/2015

Enactment date: 4/1/2015 Enactment #: 15-0426

Title: Approval by the Board of Education of a Standard Agreement - Subvention Contract - Vocational Rehabilitation
Third Party Cooperative/Case Agreement - Transition Partnership Program - between District and California
State Department of Rehabilitation, accepting grant in the amount of \$1,174,917.00, for the period July 1,
2015 through June 30, 2018, for Special Education pupils, pursuant to terms and conditions thereof, if any.

Attachments: 1. [15-0547 Standard Agreement - Subvention Contract - California State Department of Rehabilitation -
Programs for Exceptional Children's Career Transition Department](#)

Contact: sheilaqh.andujar@ousd.k12.ca.us

History (1)

[Text](#)

1 record	Group	Export					
Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
4/1/2015	1	Board of Education				Meeting details	Not available

15-0547

**Standard Agreement - Subvention Contract - California
State Department of Rehabilitation - Programs for
Exceptional Children's Career Transition Department**

Approval by the Board of Education of a Standard Agreement - Subvention Contract - Vocational Rehabilitation Third Party Cooperative/Case Agreement - Transition Partnership Program - between District and California State Department of Rehabilitation, accepting grant in the amount of \$1,174,917.00, for the period July 1, 2015 through June 30, 2018, for Special Education pupils, pursuant to terms and conditions thereof, if any.

Funding Source: Special Education**Attachments:**

15-0547 Standard Agreement - Subvention Contract - California State Department of Rehabilitation - Programs for Exceptional Children's Career Transition Department

15-0554

**Amendment No. 1 - Contract No. CCTR-4008 - California
Department of Education - General Child Care and
Development Programs - Early Childhood Education**

Adoption by the Board of Education of Resolution No. 1415-0169 - Approving Amendment No. 1, Contract No. CCTR-4008, General Child Care and Development Programs, Project No. 01-6125-00-4 between District and the California Department of Education, accepting increase in grant award for the General Child Care and Development Programs operated by the Early Childhood Education Department, in the additional amount of \$17,197.00, increasing the cumulative grant award from \$2,569,369.00 to \$2,586,566.00, for the period July 1, 2014 to June 30, 2015, pursuant to terms and conditions thereof, if any.

Funding Source: California Department of Education General Child Care and Dev Fund**Attachments:**

15-0554 Amendment No. 1 - Contract No. CCTR-4008 - California Department of Education - General Child Care and Development Programs - Early Childhood Education

15-0559

**Amendment No. 1 - Contract No. CSPP-4018 - California
Department of Education - California State Preschool
Program - Early Childhood Education**

Adoption by the Board of Education of Resolution No. 1415-0170 - Approving Amendment No. 1, Contract No. CSPP-4018, California State Preschool Program, Project No. 01-6125-00-4 between District and the California Department of Education, accepting increase in grant award for the California State Preschool Program operated by the Early Childhood Education Department, in the additional amount of \$174,512.00, increasing the cumulative grant award from \$10,393,505.00 to \$10,568,017.00, for the period July 1, 2014 to June 30, 2015, pursuant to terms and conditions thereof, if any.

Funding Source: California Department of Education**Attachments:**

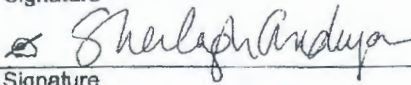
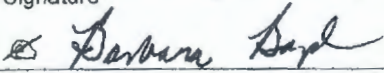
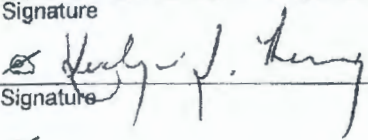

15-0559 Amendment No. 1 - Contract No. CSPP-4018 - California Department of Education - California State Preschool Program - Early Childhood Education

STATE OF CALIFORNIA
GRANT/CONTRACT SIGNATURE AUTHORIZATION
DR 325 (Rev. 12/98) Computer Generated

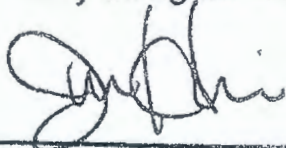
DEPARTMENT OF REHABILITATION


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, Administrative Office Oakland, California 94608
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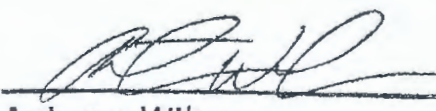
The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:


Signature 	Name (Please Type or Print) Sheilagh Andujar	Title (Please Type or Print) Deputy Chief
Signature 	Name (Please Type or Print) Barbara Boyd	Title (Please Type or Print) Secondary Programs Coordinator
Signature 	Name (Please Type or Print) Leslyn L. Henry	Title (Please Type or Print) TPP Lead Transition Specialist
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 for Board Resolution 	Name (Please Type or Print) James Harris President, Board of Education	Date Signed 3/26/15
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Antwan Wilson
Secretary, Board of Education

File ID Number: 15-0547
Introduction Date: 4/1/15
Enactment Number: 15-0426
Enactment Date: 4/1/15
By: 

Board Office Use: Legislative File Info.	
File ID Number	15-0547
Introduction Date	4-1-15
Enactment Number	15-0426
Enactment Date	4/1/15



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Antwan Wilson, Superintendent
By: Devin Dillon, Chief Academic Officer *Devin Dillon 2/12/15*
Vernon Hal, Senior Business Officer

Board Meeting Date 4/1/15

Subject Approval of a Standard Agreement – Subvention Contract – California State Department of Rehabilitation – Programs for Exceptional Children's Career Transition Department

Action Requested

Approval of a Standard Agreement – Subvention Contract – Vocational Rehabilitation Third Party Cooperative/Case Agreement – Transition Partnership Program – between District and California State Department of Rehabilitation (grant period July 1, 2015 through June 30, 2018), authorizing the three-year Agreement Professional Services Contract between the District and California State Department of Rehabilitation. The DOR contract's Service Budget for three-years is \$ 1,174,917.00. This presently funds 5- 100% FTEs and the program's operating expenses. The district's match funding for the three-years is \$ 885,381.00. Services to be provided to Programs for Exceptional Children's Career Transition Department participants for the period of 07/01/2015 through 06/30/18.

Background

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 \$ 1,174,917.00. This budget presently funds 5- 100% FTEs and the program's operating expenses. The district's match funding for the three-years is \$ 885,381.00 for the the period of 07/01/15 through 6/30/18.

Discussion

Approval by the Board of Education will allow the contract to provide support to students enrolled in the Transition Partnership Project (TPP) program. The DOR has funded this program for almost 20-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 service 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 of a Standard Agreement – Subvention Contract – Vocational Rehabilitation Third Party Cooperative/Case Agreement – Transition Partnership Program – between District and California State Department of Rehabilitation (grant period July 1, 2015 through June 30, 2018), authorizing the three-year Agreement Professional Services Contract between the District and California State Department of Rehabilitation. The DOR contract's Service Budget for three-years is \$ 1,174,917.00. The district's match funding in the Certified Expenditure Budget for the three-years is \$ 885,381.00. Services to be provided to Programs for Exceptional Children's Career Transition Department participants for the period of 07/01/2015 through 06/30/18.

Fiscal Impact

Funding Resource: NO IMPACT on the district.

Attachments

- Four (4) Original Signed Standard Agreement Amendment
- 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