

SCO ID: 5160-31659

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
 STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 31659	PURCHASING AUTHORITY NUMBER (if Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
 Department of Rehabilitation

CONTRACTOR NAME  
 Morgan Hill Unified School District

2. The term of this Agreement is:

START DATE  
 July 1, 2021

THROUGH END DATE  
 June 30, 2024

3. The maximum amount of this Agreement is:

\$602,895.00 Certified Expenditure: \$383,279.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit A.1	Contractor's Program Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	4
+ - Exhibit B.1	Contractor's Program Budget(s) and Narrative(s)	13
+ - Exhibit C*	General Terms and Conditions GTC 04/2017 (Dated 04/2017)	1
+ - Exhibit D	Special Terms and Conditions (Attached hereto as part of this agreement)	8
+ - Exhibit E	Additional Provisions - Federally Funded Agreements	3
+ - Exhibit F	Additional Provisions - Cooperative/Case Services	3
+ - Exhibit G	Additional Provisions - Contract Monitoring and Reporting	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
 Morgan Hill Unified School District

CONTRACTOR BUSINESS ADDRESS 15600 Concord Circle	CITY Morgan Hill	STATE CA	ZIP 95037
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PRINTED NAME OF PERSON SIGNING Lisa Lee	TITLE Director Fiscal Services
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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SCO ID: 5160-31659

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 31659	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTING AGENCY ADDRESS

721 Capitol Mall, 6th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

**1. PURPOSE**

Subvention: VR Third Party Cooperative/Case Service Agreements:

**2. AUTHORITY**

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

Regulations: 34 CFR 361.3

Assistance Listing Number: 84.126A

**3. CONTRACT REPRESENTATIVES**

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

<u><b>Department of Rehabilitation</b></u>	<u><b>Morgan Hill Unified School District</b></u>
Judy Salinas San Jose District Branch 100 Paseo de San Antonio, Room 324 San Jose, CA 95020 Direct: (408) 277-1005 Fax: (408) 277-1270 Email: <a href="mailto:Judith.Salinas@dor.ca.gov">Judith.Salinas@dor.ca.gov</a>	Kirsten Perez 15600 Concord Circle Morgan Hill, CA 95037 Phone: (408) 201-6000 Fax: (408) 825-6257 Email: <a href="mailto:perezk@mhusd.org">perezk@mhusd.org</a>

**4. DESCRIPTION OF SERVICES/DELIVERABLES**

See attached program description - EXHIBIT A.1

**EXHIBIT A.1**  
**Cooperative Contract**  
**Morgan Hill USD**  
**Transition Partnership Program (TPP)**

SCOPE OF WORK

I. Introduction

This cooperative contract is designed to serve the potentially eligible students and consumers of the Morgan Hill Unified School District TPP and the Department of Rehabilitation (DOR) Gilroy Branch Office in the San Jose District. High schools served are Ann Sobrato High School, Central High School, Loritta Bonfante Johnson Education Center, and Live Oak High School. Students will be referred two to three years prior to exit or earlier as appropriate. MHUSD TPP staff's goal is to focus on serving student/DOR clients who can benefit from services. All services provided in this contract will be for TPP students/DOR clients with an IEP, 504, or diagnosed disability, who may be referred at age 16 through age 21 and before exit from high school.

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

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

**DOR STUDENT SERVICES**

For fiscal year 2021-2022, a total of 86 unduplicated students/DOR clients will receive DOR Student Services through this cooperative contract.

It is expected that 35 student/DOR clients will be referred for DOR Student Services.

For fiscal year 2022-2023, a total of 86 unduplicated TPP students/DOR clients will receive DOR Student Services through this cooperative contract.

It is expected that 35 TPP students/DOR clients will be referred for DOR Student Services.

For fiscal year 2023-2024, a total of 86 unduplicated TPP students/DOR clients will receive DOR Student Services through this cooperative contract.

It is expected that 35 TPP students/DOR clients will be referred for DOR Student Services.

II. Services to be Provided

## DOR Student Services

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

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

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

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

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

### A. DOR Student Services Job Exploration Counseling

#### 1. Description of Service

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

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

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

The TPP Career/Job Training Coordinator, the TPP Job Developer, TPP Transition Teacher, and the Transition Teacher will provide Job Exploration Counseling services.

## 2. Service Goals/Number to be served

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

- There shall be 43 TPP students/DOR clients who receive Job Exploration Counseling services.

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

- There shall be 43 TPP students/DOR clients who receive Job Exploration Counseling services.

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

- There shall be 43 TPP students/DOR clients who receive Job Exploration Counseling services.

## B. DOR Student Services Workplace Readiness Training

### 1. Description of Service

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

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

- Soft skills needed for successful employment including:
  - Communication with coworkers
  - Attitudes about work
  - Decision making while on the job
  - Conflict resolution skills
  - Problem solving techniques
  - Appropriate workplace written communication skills
- Interviewing techniques
- Resume development
- Application preparation
- Appropriate work behaviors including:
  - Grooming and hygiene while on the job
  - Use of a cell phone
  - Social media professionalism
  - Maintaining a healthy lifestyle while at work
  - Time management
  - Developing friendships with coworkers

- Community safety
- Employer expectations such as punctuality and performance
- Relevant work practices
- Travel training
- Financial literacy
  - Money management
  - Assistance in becoming knowledgeable regarding the impact of employment on a participant's disability and benefits

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

The TPP Career/Job Training Coordinator, the TPP Job Developer, the TPP Transition Teacher, the Transition Teacher, the Speech Pathologist, and the Occupational Therapist will provide Workplace Readiness Training services.

## 2. Service Goals/Number to be served

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

- There shall be 43 TPP students/DOR clients who receive Workplace Readiness Training services.

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

- There shall be 43 TPP students/DOR clients who receive Workplace Readiness Training services.

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

- There shall be 43 TPP students/DOR clients who receive Workplace Readiness Training services.

## C. DOR Student Services Work-based Learning Experiences:

### 1. Description of Service

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

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

- Paid/unpaid internships
- Paid/unpaid placement
- Summer work experience

- Apprenticeships (informal)
- Informational interviews
- Workplace tours
- Job shadowing

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

The TPP Career/Job Training Coordinator the TPP Job Developer and the Occupational Therapist will provide Work-based Learning Experiences services.

## 2. Service Goals/Number to be served

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

- There shall be 43 TPP students/DOR clients who receive Work-based Learning Experiences services.
- 25 TPP students/DOR clients will participate in a Work Experience placement.

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

- There shall be 43 TPP students/DOR clients who receive Work-based Learning Experiences services.
- 30TPP students/DOR clients will participate in a Work Experience placement.

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

- There shall be 43 TPP students/DOR clients who receive Work-based Learning Experiences services.
- 35 TPP students/DOR clients will participate in a Work Experience placement.

## D. DOR Student Services Instruction in Self Advocacy

### 1. Description of Service

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

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

- Effective communication and interpersonal skills

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

The TPP Career/Job Training Coordinator, the TPP Job Developer, the TPP Transition Teacher, Transition Teacher, TPP School Psychologist, and the TPP Speech Language Pathologist will provide Self Advocacy services.

## 2. Service Goals/Number to be served

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

- There shall be 43 TPP students/DOR clients who receive Instruction in Self Advocacy services.

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

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

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

- There shall be 43 TPP students/DOR clients who receive Instruction in Self Advocacy services.

## E. DOR Student Services Counseling on Post-Secondary Education

### 1. Description of Service

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

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

The TPP Career/Job Training Coordinator, the TPP Job Developer, the TPP Transition Teacher, the Transition Teacher, and the TPP School Psychologist, will provide Counseling on Post-Secondary Education services.

## 2. Service Goals/Number to be served

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

- There shall be 43 TPP students/DOR clients who receive Counseling on Post-Secondary Education services.

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

- There shall be 43 TPP students/DOR clients who receive Counseling on Post-Secondary Education services.

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

- There shall be 43 TPP students/DOR clients who receive Counseling on Post-Secondary Education services.

### III. Contract Administrator/Program Coordinator

Department of Rehabilitation

Judith Salinas  
 Contract Administrator  
 San Jose District Branch  
 100 Paseo De San Antonio  
 San Jose, CA 95113  
 408-277-1005  
 408-277-1270 (Fax)  
[judith.salinas@dor.ca.gov](mailto:judith.salinas@dor.ca.gov)

Morgan Hill Unified School District

Rebecca O'Brien  
 Director of Student Services  
 15600 Concord Circle  
 Morgan Hill, CA 95037  
 408-201-6040  
 408-201-6045 (Fax)  
[obrienr@mhusd.org](mailto:obrienr@mhusd.org)

### IV. Linkages to Other Community Agencies

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

- San Andreas Regional Center
- Work 2 Future Gilroy One-Stop Center
- Gavilan College WorkAbility III
- Gavilan Community College
- Morgan Hill Chamber of Commerce
- Morgan Hill Chamber of Commerce Education Committee
- Morgan Hill Unified WorkAbility I Program
- City of Morgan Hill
- Santa Clara County Valley Transit Agency
- Social Security Administration
- HOPE Services
- Employment Development Department Youth Employment Services

### V. In Service Training

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

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

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

**A. Service Budget Payment of Expenditure**

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

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

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

### C. **Appropriate Expenditures**

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

### D. **Invoice Claim Adjustments**

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

### E. **Budget Contract Amendments**

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

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

### F. **Travel Reimbursements**

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

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

## **2. BUDGET CONTINGENCY CLAUSE**

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

## **3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS**

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

## **4. PROMPT PAYMENT CLAUSE**

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

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

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

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

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

## **6. ACCOUNTING SYSTEM REQUIREMENTS**

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

**Morgan Hill Unified School District**

**DOR Program Budget**

**July 1, 2021 - June 30, 2024**

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FY 7/1/2021 to 6/30/2022 TOTAL</u>	<u>FY 7/1/2022 to 6/30/2023 TOTAL</u>	<u>FY 7/1/2023 to 6/30/2024 TOTAL</u>
Rehabilitation Team Unit 1 FTE = \$110,377	Units	0.80	0.80	0.80
		\$88,302	\$88,302	\$88,302
Case Services (Individual Consumer Expenses)		90,733	90,733	90,733
	<b>SUBTOTAL</b>	<b>\$179,035</b>	<b>\$179,035</b>	<b>\$179,035</b>
Case Service Contract(s):				
<b>TOTAL DOR PROGRAM COST</b>		<b>\$179,035</b>	<b>\$179,035</b>	<b>\$179,035</b>

**Morgan Hill Unified School District**

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

	FY 7/1/2021 to 6/30/2022	FY 7/1/2022 to 6/30/2023	FY 7/1/2023 to 6/30/2024
	<u>TOTALS</u>	<u>TOTALS</u>	<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$179,035	\$179,035	\$179,035
DOR Student Services Service Budget	\$200,965.00	\$200,965.00	\$200,965.00
VR Employment Services Service Budget (If Applicable)			
<b>TOTAL PAYMENT BY DOR TO CONTRACTOR</b> (From Service Budget)	\$200,965	\$200,965	\$200,965
<b>TOTAL FEDERAL COSTS</b>	<b>\$380,000</b>	<b>\$380,000</b>	<b>\$380,000</b>
Certified Match (If applicable)	\$127,742 25.16%	\$127,744 25.16%	\$127,793 25.17%
Total Federal Share	\$380,000 74.84%	\$380,000 74.84%	\$380,000 74.83%
Cash Match (If applicable)			
	0%	0%	0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
<b>TOTAL STATE MATCH</b>	<b>\$127,742</b>	<b>\$127,744</b>	<b>\$127,793</b>

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

STATE OF CALIFORNIA  
TPP SERVICE BUDGET- DOR STUDENT SERVICES

DEPARTMENT OF REHABILITATION

Original

Amendment

<b>Contractor Name and Address</b> Morgan Hill Unified School District 15600 Concord Circle Morgan Hill, CA. 95037		<b>Contract Number</b> 71-0942606	<b>Federal ID Number</b> 71-0942606	<b>Page 1 of 1</b>
<b>Budget Period</b> July 1, 2021 - June 30, 2022		<b>Budget Period</b> July 1, 2022 - June 30, 2023		<b>Budget Period</b> July 1, 2023 - June 30, 2024
<b>Effective Date (Amendments Only)</b>		<b>Effective Date (Amendments Only)</b>		<b>Effective Date (Amendments Only)</b>

Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	TPP Career/Job Training Coordinator; 1 FTE=40 hrs/wk, 12 mo.	\$78,647.83	0.700	\$55,053.48	\$82,579.83	0.700	\$57,805.88	\$ 86,708.33	0.700	\$60,695.83
2	TPP Job Developer; 1 FTE=40 hrs/wk, 12 mo.	\$70,937.16	0.750	\$53,202.87	\$74,483.66	0.750	\$55,862.75	\$ 78,207.66	0.750	\$58,655.75
3	TPP Transition Teacher, 1 FTE=40 hrs/wk, 10 mo.	\$91,827.75	0.125	\$11,478.47	\$96,418.75	0.125	\$12,052.34	\$ 101,239.25	0.125	\$12,654.91
4	TPP Vocational Technician; 1 FTE=30 hrs/wk, 184 days	\$28,640.00	1.000	\$28,640.00	\$30,072.00	1.000	\$30,072.00	\$ 31,575.50	1.000	\$31,575.50
5										
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12										
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14										
15										
16										
17										
18	<b>Subtotal</b>			\$148,374.82			\$155,792.97			\$163,581.98
19	<b>OPERATING EXPENSES</b>									
20	Communication			\$2,000.00			\$2,000.00			\$2,000.00
21	Office Supplies			\$6,000.00			\$6,000.00			\$1,500.00
22	Instructional Materials			\$6,000.00			\$6,000.00			\$6,000.00
23	Mileage/Travel			\$6,919.00			\$6,948.00			\$3,659.00
24	Theft Sensitive Items			\$8,000.00			\$1,200.00			\$1,200.00
25	Training			\$1,287.00			\$1,287.00			\$1,287.00
26										
27										
28	<b>Operating Subtotal</b>			\$30,206.00			\$23,435.00			\$15,646.00
29	<b>Personnel and Operating Subtotal</b>			\$178,580.82			\$179,227.97			\$179,227.98
30	<b>Indirect Rate Percentage</b>			6.01%			6.01%			6.01%
31	<b>Indirect Cost</b>			\$11,419.00			\$10,771.60			\$10,771.60
32	<b>Workplace Readiness Training</b>			\$4,515.00			\$4,515.00			\$4,515.00
33	<b>Work-based Learning</b>			\$6,450.00			\$6,450.00			\$6,450.00
	<b>TOTAL (rounded to nearest dollar)</b>			\$200,965			\$200,965			\$200,965

Morgan Hill USD Transition Partnership Program  
SERVICE BUDGET NARRATIVE

BENEFITS

All active employees, in paid status, in a monthly salaried position of half-time or more are eligible for medical, dental, vision, and life insurance coverage. Full-time staff are entitled to full time benefits. The Classified staff positions are TPP Vocational Technician, TPP Job Developer and TPP Career/Job Training Coordinator. The Certificated staff position is Transition Teacher.

Morgan Hill Unified School District (MHUSD) employees receive the following benefits:

<u>Classified Staff:</u>		<u>Certificated Staff</u>	
OASDI	6.2000%	STRS	15.92%
MEDI	1.4500%	MEDI	1.45%
SUI	1.23%	SUI	1.23%
WC	1.9675%	WC	1.9675%
PERS	20.9100%		
Total:	33.7575%	Total:	20.5675%

PERSONNEL

TPP Career/Job Training Coordinator:

Cooperative Program Duties

The TPP Career/Job Training Coordinator provides and supports staff in the provision of DOR Student Services as described in the Scope of Work. These activities include:

- Supervise TPP Staff
- Coordinate TPP services
- Administer TPP Budget: Review and authorize TPP operating expenditures at Morgan Hill Unified School District.
- Coordinate TPP contract renewals and amendments
- Monitor TPP contract goals and objectives
- Coordinate TPP staff meetings
- Collaborate with interagency organizations (networks) as MHUSD TPP Coordinator. Provide assistance and direction to the TPP Job Developer and TPP Vocational Technician with the following DOR Student Services: Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experiences, Instruction on Self-Advocacy, and Counseling on Post-Secondary Education within the description of contract services.
- Establish productive business/industry/community relationships (contacts): Create partnerships with community agencies and business leaders to maximize TPP Work Experience Opportunities.
- Creates sequence of meaningful transition lessons for group and individual use.
- Evaluate the local labor market.
- Act as liaison between TPP student/DOR consumers, their families, school personnel and DOR as appropriate.

### Traditional Duties - Career/Job Training Coordinator

Activities include:

- Supervise Workability I (WAI) staff
- Attend monthly MHUSD Special Education Department meetings
- Coordinate WAI program
- Administer WAI budget: Review and pre-authorize expenditures for WAI program at Morgan Hill Unified School District.
- Assist MHUSD staff with the information needed to establish referrals to the TPP program.

TPP Job Developer:

#### Cooperative Program Duties

The TPP Job Developer will provide assistance and support to TPP students/DOR consumers in the following DOR Student Services: Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experiences, Instruction on Self-Advocacy, and Counseling on Post-Secondary Education within the description of contract services. These activities include:

- Assist TPP students/DOR consumers with self-directed career guidance, interviewing resources and employer expectations. Coordinate services with other agencies as needed for TPP student/DOR consumers.
- Monitor TPP student's/DOR consumer's progress in contract services and document contract services provided in quarterly/monthly progress reports
- Collaborate on a regular basis with TPP staff and DOR counselor.
- Manage TPP student/DOR consumer case files.
- Attend TPP staffing/collaboration meetings with other agencies as appropriate for TPP student/DOR consumers.

### Traditional Duties - Job Developer:

Activities include:

- Assess WAI student's interests, aptitudes and values.
- Provide WAI students with career exploration activities including portfolio building.
- Act as liaison between WAI students, their family, school personnel and community businesses.
- Job readiness activities provided to WAI students.
- Coordinate services with other agencies.

TPP Transition Teacher:

#### Cooperative Program Duties Activities include:

- Provides support of TPP staff in the classroom providing Job Exploration Counseling, Workplace Readiness Training, Instruction in Self-advocacy, and Counseling in Post-secondary Education.
- Verbally reinforces lessons on Job Exploration Counseling, Workplace Readiness Training, Instruction in Self-advocacy, and Counseling in Post-secondary Education.
- Tracks the student progress with development of individual portfolios as part of Workplace Readiness Training

### Traditional Duties - Teacher

Activities include:

Direct Instruction:

- Provides direct instruction in the academic areas to resource specialist program pupils on a one-to-one or small group basis, either in the resource room or in the regular classroom.
- Provides information and assistance to individuals with exceptional needs and their parents.
- Monitors pupil progress on a regular basis, participating in the review and revision of the instructionalized education programs, as appropriate; refers pupils who do not demonstrate appropriate progress to the individualized education program team.
- Evaluates student growth in academic achievement, self-concept, and social skills.
- Provides emphasis at the secondary school level on academic achievement, meeting proficiency standards
- Assists in the selection, training, and evaluation of resource specialist instructional aides.

Consulting Services - provides consultation services as follows:

- Identification and assessment of behavior patterns in pupils.
- Utilization of evaluation data for the modification of instruction and curriculum.
- Application of effective classroom management techniques.
- Identification of resources appropriate to individuals with exceptional needs to regular staff members, parents, and guardians.
- Development of pre-vocational and/or vocational plans for individuals with exceptional needs.
- Acceptance by regular classroom teachers and students of individuals with exceptional needs.

Coordination:

- Coordinates referral and assessment procedures for Special Education
- Assists in the coordination of the Individualized education program team meetings
- Coordinates instructional planning (i.e., the development and implementation of individualized educational programs for individuals with exceptional needs)
- Coordinates the implementation of special education services provided individuals with exceptional needs
- Assists in the coordination of designated instruction and services
- Coordinates the collection of relevant information for those students referred to the individualized education program team
- Coordinates the organization and distribution of special education media and materials for resources in regular classrooms
- Coordinates individualized instruction and activities of the resource specialist program with regular classroom curriculum
- Coordinates special education in-service workshops and workshops for staff and/or parents
- Coordinates follow-up activities to insure service delivery to all individuals with exceptional needs.

Interpretation and Implementation of Laws, Regulations, and Other Compliance Requirements:

- Schedules and monitors referral procedures in accordance with legal requirements
- Monitors the development of individualized educational programs and conduct review meetings in accordance with legal requirements
- Processes information leading to approval of services by child, parent, or guardian
- Provides leadership for assuring full compliance with legal requirements

TPP Vocational Technician:

The TPP Vocational Technician will assist and provide support to TPP staff and DOR Counselor:

- Cooperative Program Duties Activities include:

- Schedule TPP student/DOR consumer appointments, when appropriate.
- Provide office support: filing, making copies, program record keeping, and data entry.
- Ensures appropriate objectives are achieved through interaction with TPP Coordinator, Service Coordinators and DOR Counselor.
- Collect and disseminate TPP student/DOR consumer information as needed to TPP Coordinator, Service Coordinator(s), and DOR Counselor(s).
- Create, disseminate, and collect PARs for TPP staff and Certified Expenditure Match.

This position created for this cooperative agreement. It is 100% to the contract and there are no traditional duties.

## OPERATING EXPENSES

- Communications:** Cellular telephone service for TPP staff to communicate with TPP students/DOR consumers, DOR Counselor, and employers.
- Office Supplies:** Consumable supplies necessary for the MHUSD TPP staff to perform the duties required under the contract such as duplicating, postage, paper, pens, ink, toner, file folders and notebooks.
- Instructional Material:** Job specific instructional materials for TPP students/DOR clients. Instructional materials to assist with job development, portfolio development, resume development, career development materials and other work preparation materials to assist for TPP students/DOR clients. Materials are to be utilized specifically for the for TPP students/DOR clients to learn the skills in order to achieve successful employment.
- Mileage/Travel:** Mileage expenses for TPP program staff for the delivery of contract services. Travel reimbursement rates not to exceed the Cal HR designated rates. Per Diem and travel costs for TPP staff to travel to contract related trainings. Reimbursed at actual costs not to exceed the Cal HR designated rates
- Theft Sensitive Items:** Over the course of this 3-year contract, the program will purchase three computers and protective cases at \$1800 each for a total of \$5400. For use by the TPP Career/Job Training Coordinator, TPP Job Developer and Vocational Technician in the provision of DOR Student Services as described in the Scope of Work, These devices will allow online access by TPP personnel to tools which will provide greater support to the TPP students/DOR clients through a virtual platform. TPP staff would maintain possession and oversight of electronic tools and equipment be used solely for TPP purposes. While not in the direct possession of a TPP staff member, computers will be locked in the TPP Office.
- Additionally, the program will purchase three smart phones and protective cases at \$1150 each for a total of \$3450 for use by the TPP Career/Job Training Coordinator, TPP Job Developer and Vocational Technician to provide support and access to TPP students/DOR clients during the provision of DOR Student Services as described in the Scope of Work.

One printer/copier/scanner at \$1550 for use by TPP Career/Job Training Coordinator, TPP Job Developer, and Vocational Technician for duplication and scanning of documents necessary for TPP students/DOR clients and DOR staff in the provision of contract services as described in the Scope of Work.

An inventory of TPP theft-sensitive items will be created, maintained and be made available upon request.

**Training:** Training costs for TPP staff to attend contract service-related trainings. Training must be pre-approved in writing by the DOR Contract Administrator.

**Indirect Rate:** (6.01%): The specific percentage of indirect costs of the Education Agency Cooperative Program are those cost which have been calculated and approved by the California Department of Education (CDE).

**Workplace Readiness Training:** Costs for the purchase of bus passes to support travel training instruction as part of Workplace Readiness Training services. It is anticipated 43 students/PE Students/DOR Clients will receive this service. The current student bus pass rate is \$35, and the service will be provided over three months. Total amount budgeted is \$4,515.

**Work-based Learning:** Costs for the purchase of shoes, work clothing, and uniforms required to participate in a work-based learning experience(s). Total amount budgeted is based on the TPP anticipating 43 students will participate in Work-based Learning services and the clothing will average \$150 per student. Therefore, the total budgeted amount for the Work-based Learning line item will be set at \$6,450.

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



**Morgan Hill Unified School District  
CERTIFIED EXPENDITURE BUDGET NARRATIVE**

**BENEFITS**

**BENEFITS STATEMENT:**

All active employees in paid status in a monthly salaried position of half-time or more are eligible for medical, dental, vision, and life insurance coverage. Full-time staff are entitled to full time benefits. Certified staff includes TPP School Psychologists, Transition Teachers, and TPP Speech Language Pathologist. TPP Occupational Therapist is a classified position.

Morgan Hill Unified School District (MHUSD) employees receive the following benefits:

<u>Classified Staff:</u>		<u>Certificated Staff</u>	
OASDI	6.2000%	STRS	15.92%
MEDI	1.4500%	MEDI	1.45%
SUI	1.23%	SUI	1.23%
WC	1.9675%	WC	1.9675%
PERS	22.9100%		
Total:	33.7575%	Total:	20.5675%

**PERSONNEL**

TPP Transition Teacher

**Cooperative Program Duties**

Teach the development of pre-employment and soft/social skills as a part of the workplace readiness training service. Teach career and vocational development and preparation for adult life as a part of the workplace readiness training service.

Refer potential TPP student/DOR clients for services.

Direct activities include:

- Job Exploration Counseling
- Workplace Readiness Training
- Instruction in Self Advocacy
- Counseling on Post-Secondary Education

**Traditional Duties - Teacher:**

Direct Instruction Activities include:

- Provides direct instruction in the academic areas to resource specialists program pupils on a one-to-one or small group basis, either in the resource room or the regular classroom.
- Provides information and assistance to individuals with exceptional needs and their parents.
- Monitors pupil progress on a regular basis, participating in the review and revision of the instructionalized education programs, as appropriate.

- Refers pupils who do not demonstrate appropriate progress to the individualized education program team.
- Evaluates student growth in academic achievement, self-concept, and social skills.
- Provides emphasis at the secondary school level on academic achievement, meeting proficiency standards.
- Assists in the selection, training, and evaluation of resource specialist instructional aides.
- Consulting Services: provides consultation services as follows:
  - 1) Identification and assessment of behavior patterns in pupils.
  - 2) Utilization of evaluation data for the modification of instruction and curriculum.
  - 3) Application of effective classroom management techniques.
  - 4) Identification of resources appropriate to individuals with exceptional needs to regular staff members, parents, and guardians.
  - 5) Development of pre-vocational and/or vocational plans for individuals with exceptional needs.
  - 6) Acceptance by regular classroom teachers and students of individuals with exceptional needs.
- Coordination:
  - 1) Coordinates referral and assessment procedures;
  - 2) Assists in the coordination of the individualized education program team meetings.
  - 3) Coordinates instructional planning (i.e., the development and implementation of individualized educational programs for individuals with exceptional needs.
  - 4) Coordinates the implementation of special education services provided individuals with exceptional needs.
  - 5) Assists in the coordination of designated instruction and services.
  - 6) Coordinates the collection of relevant information for those students referred to the individualized education program team.
  - 7) Coordinates the organization and distribution of special education media and materials for resources in regular classrooms.
  - 8) Coordinates individualized instruction and activities of the resource specialist program with regular classroom curriculum.
  - 9) Coordinates special education in-service workshops and workshops for staff and/or parents.
  - 10) Coordinates follow-up activities to insure service delivery to all individuals with exceptional needs.
- Interpretation and Implementation of Laws, Regulations, and Other Compliance Requirements:
  - 1) Schedules and monitors referral procedures in accordance with legal requirements.
  - 2) Monitors the development of individualized educational programs and conduct review meetings in accordance with legal requirements.
  - 3) Processes information leading to approval of services by child, parent, or guardian.
  - 4) Provides leadership for assuring full compliance with legal requirements.

TPP School Psychologist:

Cooperative Program Duties

Assist the TPP Career/Job Training Coordinator with paperwork and documentation needed for eligibility for services from the Department of

Rehabilitation. Provide written reports for current TPP students/DOR clients that analyze, interpret and summarize test results, observations and information from school personnel, students, parents and other agencies.

Direct activities include:

- Instruction in Self Advocacy
- Counseling on Post-Secondary Education

Traditional Duties- School Psychologist:

Activities include:

- Be informed of and implement current federal and state laws, education code, and Morgan Hill Unified School District policies and procedures.
- Serve as a member of the Pre-Referral Team evaluating referred students school histories and educational progress. Consult and confer with teachers, administrators and parents regarding relevant social, emotional, behavioral, cultural and cognitive learning factors. Assist in the development of accommodations and modifications appropriate for students.
- Complete assessments for students initially referred to special education and identify students requiring re-evaluation.
- Provide written reports analyzing, interpreting and summarizing test results, observations and information from school personnel, students, parents and other agencies. Confer with school personnel, parents and other agencies regarding the content of psychological reports and recommendations therein.
- Serve as a member of the IEP team and facilitate IEP meetings as required.
- Report results of assessments at IEP meetings.
- Play a key role on the IEP team in deciding if students qualify for special education services. Guide the IEP team in the development of appropriate placement, goals and objectives for the service.
- Serve as a consultant to Special Education and regular education teachers in the implementation of the student IEPs. Plan, coordinate and/or develop educational interventions, behavior management, transition plans and counseling/mental health programs.
- Develop, coordinate and provide in-service training to staff, parents, agency and district personnel.

TPP Speech Language Pathologist:

Cooperative Program Duties

Develop effective lessons to teach pre-employment job skills. Educate TPP students/DOR clients on soft skills needed for employment.

Direct activities include:

- Workplace Readiness Training
- Instruction in Self Advocacy

Traditional Duties- Speech/Language Pathologist

Activities include:

- Provide educational program to pupils with communicative disorders.
- Diagnose language, speech and hearing problems of referred students.
- Develop and individualized education program (IEP) for each student.
- Implement program to include academic requirements and social and emotional competencies.

- Develop materials and plans and conduct remediation for language, speech and hearing-impaired students.
- Maintain records and reports for all students in the program.
- Evaluate student progress on a regular basis and refer students for program or placement revisions.
- Update evaluation and adjust program as necessary, according to the needs and progress of the student.
- Coordinate special education services with regular school programs for each individual with exceptional needs enrolled in the program.
- Work towards the transition of the learning disabled student to the regular classroom by assisting the school staff to interpret the abilities and disabilities of the student, utilizing curriculum materials which are compatible with those of the regular program, and teaching the academic skills required in the regular classroom

#### TPP Occupational Therapist:

##### Cooperative Program Duties

Assist the TPP Career/Job Training Coordinator and TPP Job Developer to develop and implement effective lessons to teach pre-employment job skills and provide assistance and advice for Work-Based Learning Experiences for TPP students/DOR clients.

Direct activities include:

- Workplace Readiness Training
- Work-Based Learning Experience

##### Traditional Duties- Occupational Therapist:

Activities include:

- Observes and informally interacts with referred students in the classroom setting as needed.
- Screens and evaluates students to determine occupational therapy needs and conveys findings to the parents, Student Study Teams (SSTs), and/or IEP teams.
- Educates and collaborates with site personnel regarding classroom strategies that will enhance motor skills for all students.
- Attends Student Study Teams when necessary and participates in IEP meetings
- Administers occupational therapy assessments to determine student's level of function relative to student's age and educational placement.
- Writes assessment reports identifying student's needs and proposed treatment strategies.
- Develops occupational therapy treatment plans with measurable goals, objectives and strategies to improve student's functional abilities in the educational setting as identified through the IEP/504 plan to students enrolled in the educational programs of Morgan Hill Unified.
- Coordinates occupational therapy program within the total educational system, including providing direction, training, and assistance to support staff.
- Provides occupational therapy services to students who qualify for occupational therapy.
- Monitors progress of students on their case load and provides updated progress on goals to parents per the requirement of the District.
- Maintains confidentiality of student records and classroom information in accordance with legal requirements and policies.

- Works collaboratively and positively with staff within the District Participates in meetings and in-service training programs.
- Performs related duties as assigned.

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS (GTC 4/2017)

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

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

**SPECIAL TERMS AND CONDITIONS**

**1. NOTIFICATION & COMPLIANCE**

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

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

**2. DISPUTES**

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

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

**3. RIGHT TO TERMINATE**

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

#### 4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

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

#### 5. INSURANCE REQUIREMENTS

##### **General Provisions Applying to All Policies**

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

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

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

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

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

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

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

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

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

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

## **6. CONFLICT OF INTEREST**

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

## **7. CONFIDENTIALITY**

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

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

## **8. AUDIT AND REVIEW REQUIREMENTS**

### **A. General Audit and Review Requirements**

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

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

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

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

## **9. COMPETITIVE BIDDING AND PROCUREMENTS**

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

## **10. USE OF SUBCONTRACTOR(S)**

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

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

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

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

#### **11. POTENTIAL SUBCONTRACTORS**

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

#### **12. CONTRACT AMENDMENTS**

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

#### **13. SOFTWARE**

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

#### **14. THEFT SENSITIVE ITEMS**

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

The following items, regardless of cost must be inventoried:

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

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

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

**15. ATTRIBUTION**

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

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

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

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

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

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

**ADDITIONAL PROVISIONS – Federally Funded Agreements**

**1. FEDERAL REQUIREMENTS**

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

**2. FEDERAL FUNDING INTELLECTUAL PROPERTY**

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

**3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

#### 4. PROHIBITION ON TAX DELINQUENCY

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

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

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

#### 5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

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

**6. RETURN OF INAPPROPRIATE USE OF FUNDS**

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

**7. AMERICANS WITH DISABILITIES ACT (ADA)**

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

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

**ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES**

**1. MATCH REQUIREMENTS**

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

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

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

For Agreements that include **CASH MATCH**:

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

## **2. INDIRECT COSTS**

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

## **3. CONTRACT HANDBOOK**

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

## **4. DOR'S CONTRACT MONITORING**

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

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

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

**EXHIBIT G  
ADDITIONAL PROVISIONS**

**I. CONTRACT MONITORING AND REPORTING**

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

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

**II. TRANSPORTATION**

The Contractor will provide transportation to   0   student/DOR clients including the driver.