

EXHIBIT A
Third-Party Cooperative Agreement (TPCA)
Tahoe Truckee Unified School District
Transition Partnership Program (TPP)

This amendment increases funding to the DOR Student Services Budget. Funding increases are reflected in adjustments in operating expenses, the addition and removal of personnel line-items. The adjustment of operating expenses are also included. All changes have been bolded.

SCOPE OF WORK

I. Introduction

This contract is between Tahoe Truckee Unified School District (TTUSD) (henceforth known as “TTUSD” or “the Program”), which is a State or local public agency, and the California Department of Rehabilitation (DOR). This third-party cooperative agreement (TPCA) is designed to jointly serve the mutual unduplicated individuals and/or recipients of DOR services (henceforth referred to as ‘participants’) receiving services from the Program and DOR. Under this cooperative agreement, the Program will ensure that the services provided are not the customary or typical services provided by that Program but rather are new services that have a vocational rehabilitation focus or are existing services that have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus. The following high school sites will be served under this Cooperative Contract: Truckee High School, North Tahoe High School, Sierra High School, Cold Stream Academy, and Truckee River School. Services will also be made available to DOR Consumers of Blind Field Services (BFS) District as appropriate.

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

DOR authorizes the following services to be provided under this agreement:

DOR Student Services

- Job Exploration Counseling
- Workplace Readiness Training
- Work-based Learning
- Self-Advocacy

- Counseling on Post-Secondary Education

The program may provide DOR student services to students who are not younger than 16 nor older than 21 years, unless the student is participating in a special education program and receiving services beyond the age of 21 such as adult transition programs. Programs may provide DOR Student Services up to one year post exit from high school if the student is enrolled in a post-secondary education setting and still satisfies the definition of a student with a disability. Otherwise, upon exit from high school, DOR Student Services will end.

The Program will provide information to program participants with ID/DD ages 16-21 regarding Employment First opportunities for employment and supports to achieve Competitive Integrated Employment.

DOR STUDENT SERVICES – DOR GOALS

For fiscal year 2024-2025, a total of 30 unduplicated participants with disabilities will receive DOR Student Services through this contract.

It is expected that DOR will open 11 new cases from the referrals made by the Program.

For fiscal year 2025-2026, a total of 30 unduplicated participants with disabilities will receive DOR Student Services through this contract.

It is expected that DOR will open 11 new cases from the referrals made by the Program.

For fiscal year 2026-2027, a total of 30 unduplicated participants with disabilities will receive DOR Student Services through this contract.

It is expected that DOR will open 11 new cases from the referrals made by the Program.

II. Assurances

The Program makes the following assurances as identified in 361.28(a):

- (1) The services provided by the Program, as the public cooperating agency, are not the customary or typical services provided by that agency but are new services that have a vocational rehabilitation focus or existing services that have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.
- (2) The services provided by the Program, as the cooperating agency, are only available to applicants for, or recipients of, services from DOR.
- (3) Program expenditures and staff providing services under the cooperative arrangement are under the administrative supervision of DOR (e.g., the

Program will provide only those services that have been authorized by DOR under this cooperating arrangement).

- (4) All requirements of the vocational rehabilitation services portion of the Unified or Combined State Plan, including a State's order of selection, will apply to all services provided under the cooperative arrangement.

III. Services to be Provided

DOR STUDENT SERVICES

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, 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). DOR Student Services may be delivered in a classroom, community, or individual setting. Programs may provide DOR Student Services up to one year post exit from high school if the student is enrolled in a post-secondary education setting and still satisfies the definition of a student with a disability. Otherwise, upon exit from high school, 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 program participant including Regional Centers, the One Stop system, and Social Security administration. DOR Student Services are based upon the individual participant's needs, preferences and interests and may include program instruction and community experiences.

The following DOR Student Services will be provided by the Program in accordance with this agreement, as authorized by DOR for each individual with a disability and individualized to each program participant's needs, preferences, and interests as well as their DOR Individualized Plan for Employment (IPE) goals and objectives, as appropriate.

The services described in sections below 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 Program participants who are potentially eligible or participants who have been determined eligible for VR services. Participants engaged in DOR Student Services through this contract will primarily be provided services as potentially eligible. Participants who require additional services to participate in DOR Student Services may need to apply for VR services. Participants who have been determined eligible for the VR services

may be provided with DOR Student Services either pre- or post-IPE development.

1. DOR Student Services Job Exploration Counseling

a. Description

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

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

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

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

b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 25 unduplicated participants of DOR services will receive Job Exploration Counseling.
- For fiscal year 2025-2026, a total of 25 unduplicated participants of DOR services will receive Job Exploration Counseling.
- For fiscal year 2026-2027, a total of 25 unduplicated participants of DOR services will receive Job Exploration Counseling.

2. DOR Student Services Workplace Readiness Training

a. Description

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

Workplace Readiness training can be provided through instruction or other activities where the student can learn and apply the knowledge.

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

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

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

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

b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 25 unduplicated participants of DOR services will receive Workplace Readiness Training.
- For fiscal year 2025-2026, a total of 25 unduplicated participants of DOR services will receive Workplace Readiness Training.
- For fiscal year 2026-2027, a total of 25 unduplicated participants of DOR services will receive Workplace Readiness Training.

3. DOR Student Services Work-based Learning Experiences

a. Description

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 engage 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 unpaid work experience activities will comply with the Department of Labor regulations. Work Experience supervisors will evaluate participants and submit written reports to the DOR counselor on a monthly basis.

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

b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 20 unduplicated participants of DOR services will receive this service.
- 12 unduplicated participants of DOR services will participate in a Work Experience placement.

- For fiscal year 2025-2026, a total of 20 unduplicated participants of DOR services will receive this service.
- 12 unduplicated participants of DOR services will participate in a Work Experience placement.

- For fiscal year 2026-2027, a total of 20 unduplicated participants of DOR services will receive this service.
- 12 unduplicated participants of DOR services will participate in a Work Experience placement.

4. DOR Student Services Instruction in Self-Advocacy

a. Description

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

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

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

The TPP Program Manager, TPP Employment Specialist, **TPP Job Developer**, and TPP Teacher(s) will provide Instruction in Self-Advocacy.

b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 25 unduplicated participants of DOR services will receive this service.
- For fiscal year 2025-2026, a total of 25 unduplicated participants of DOR services will receive this service.
- For fiscal year 2026-2027, a total of 25 unduplicated participants of DOR services will receive this service.

5. DOR Student Services Counseling on Post-Secondary Education

a. Description

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

- Explore career & post-secondary education options

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

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

b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 25 unduplicated participants of DOR services will receive Counseling on Post-Secondary Education.
- For fiscal year 2025-2026, a total of 25 unduplicated participants of DOR services will receive Counseling on Post-Secondary Education.
- For fiscal year 2026-2027, a total of 25 unduplicated participants of DOR services will receive Counseling on Post-Secondary Education.

IV. DOR and Program Contacts

Organization	Dept. of Rehabilitation	Tahoe Truckee Unified School District
Contact Person	Annette Martinez	Kelly Lanzarone
Title	DOR Contract Administrator	Program Contract Administrator
Telephone	(916) 558-5308	(530) 582-2568 Ext. 31519
Email Address	annette.martinez@dor.ca.gov	klanzarone@ttusd.org
Mailing Address	721 Capitol Mall Suite 110 Sacramento, CA 95814	11603 Donner Pass Road Truckee, CA 96161

V. Linkages to Other Community Agencies

In alignment with section 101(a)(11) of the Rehabilitation Act, DOR and the Program has regular contact and ongoing working relationships with the following agencies to increase opportunities for DOR student/consumers and avoid duplication of services:

- Alliance for Workforce Development
- Community College
- Alta California Regional Center
- High School Campus Career Tech Office

VI. Service Training

Twice a year or more frequently as needed, in-service trainings will be conducted to cross-train the Program 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.

Tahoe Truckee Unified School District

Program Budget and Match Summary

September 1, 2024, or Upon Approval, whichever is later – June 30, 2027

	FY 9/1/2024, or Upon approval, whichever is later to 6/30/2025 <u>TOTALS</u>	FY 7/1/2025 to 6/30/2026 <u>TOTALS</u>	FY 7/1/2026 to 6/30/2027 <u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$61,660	\$61,660	\$61,660
DOR Student Services Service Budget	\$81,192	\$81,192	\$81,192
VR Employment Services Service Budget (If Applicable)	\$0	\$0	\$0
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$81,192	\$81,192	\$81,192
TOTAL FEDERAL COSTS	\$142,852	\$142,852	\$142,852
Certified Match (If applicable)	\$43,108 23.18%	\$43,108 23.18%	\$43,108 23.18%
Total Federal Share	\$142,852 76.82%	\$142,852 76.82%	\$142,852 76.82%
Cash Match (If applicable)	\$0 0%	\$0 0%	\$0 0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
TOTAL STATE MATCH	\$43,108	\$43,108	\$43,108

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

Original Amendment

Contractor Name and Address		Contract Number	Federal ID Number	Page X of X		
Tahoe Truckee Unified School District 11603 Donner Pass Road Truckee, CA 96161		32473-1	94-6003109			
Budget Period		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
July 1, 2024, or Upon Approval, whichever date is later – June 30, 2025		0.1250	\$74,155.92	0.1250	\$78,672.02	\$9,834.00
Effective Date (Amendments Only)		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
September 1, 2024, or Upon Approval, whichever date is later		0.0250	\$60,076.33	0.0250	\$63,734.98	\$1,593.37
Effective Date (Amendments Only)		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
		0.0380	\$51,091.00	0.0380	\$54,202.44	\$2,059.69
Admin Subtotal		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
DOR Student Services Direct Service Personnel			\$12,712.86		\$13,094.24	\$13,487.07
TPP Program Manager:		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
1 FTE=40 hrs./wk., 11 mos./yr.		0.1250	\$74,155.92	0.1250	\$78,672.02	\$9,834.00
TPP Employment Specialist:		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
0.75 FTE=30 hrs. /wk., 11 mos./yr.		0.0250	\$60,076.33	0.0250	\$63,734.98	\$1,593.37
TPP Job Developer:		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
1 FTE=40 hrs. /wk., 11 mos./yr.		0.0380	\$51,091.00	0.0380	\$54,202.44	\$2,059.69
Admin Subtotal		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
DOR Student Services Direct Service Personnel			\$12,712.86		\$13,094.24	\$13,487.07
TPP Program Manager:		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
1 FTE=40 hrs./wk., 11 mos./yr.		0.2500	\$74,155.92	0.2500	\$78,672.02	\$19,668.00
TPP Employment Specialist:		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
0.75 FTE=30 hrs. /wk., 11 mos./yr.		0.2800	\$60,076.33	0.2800	\$63,734.98	\$17,845.79
TPP Job Developer:		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
1 FTE=40 hrs. /wk., 11 mos./yr.		0.3900	\$51,091.00	0.3900	\$54,202.44	\$21,138.95
TPP Program Assistant:		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
Hourly position at Approx. \$30.00 per hr./302 hrs./yr.						
DOR Student Services Subtotal		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
Personnel Subtotal			\$55,285.84		\$56,944.42	\$58,652.75
			\$67,998.70		\$70,038.66	\$72,139.82
OPERATING EXPENSES		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
Office Supplies			\$500.00		\$500.00	\$350.00
Instructional Materials			\$3,191.00		\$1,150.50	\$600.00
Mileage/Travel			\$1,000.00		\$1,000.00	\$600.00
Training			\$1,000.00		\$1,000.00	\$600.00
Operating Subtotal		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
Personnel and Operating Subtotal			\$5,691.00		\$3,650.50	\$1,550.00
Indirect Rate Percentage		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
Indirect Cost			\$73,689.70		\$73,689.16	\$73,689.82
Program Service Budget Sub-Total			\$4,502.44		\$4,502.41	\$4,502.45
Workplace Readiness Training			\$78,192.14		\$78,191.57	\$78,192.27
Work-based Learning			\$3,000.00		\$3,000.00	\$3,000.00
TOTAL (rounded to nearest dollar)		Annual FTE	Annual Salary Per FTE	Annual FTE	Annual Salary Per FTE	Amount Budgeted
			\$81,192		\$81,192	\$81,192

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
SERVICE BUDGET NARRATIVE

BENEFITS

All TPP classified staff receive benefits, which include sick and vacation leave, PERS Retirement, Health and Welfare contribution, and payroll taxes:

Classified Staff:	
PERS	26.68%
WCOMP	1.53%
OASDI	6.20%
SUI	0.05%
MEDI	1.45%
Total:	35.91%

Annual Health & Welfare Contribution	
Employee only	\$9,078.00
Employee + one	\$10,506.00
Employee + family	\$14,382.00

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

This Service Budget narrative is to describe how services expenditures for the TTUSD TPP (hereinafter referred to as 'Program') will be allocated for the provision of services to unduplicated individuals and/or participants in DOR Services (hereinafter referred to as "participants").

PERSONNEL

For all positions: Cooperative Program Duties must be new services that have a VR focus or existing services that have been modified, adapted, expanded, or reconfigured to have a VR focus in accordance with 34 C.F.R. § 361.28(a)(1).

TPP PROGRAM MANAGER:

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

Allowable Activities Under this Agreement Include:

ADMINISTRATIVE DUTIES

- Supervises Cooperative Agency program staff in the delivery of DOR Student Services.
- Facilitates collaboration between DOR and school district personnel to assure successful partnership.
- Coordinates DOR Student Services curriculum development and instruction in Cooperative Agency schools.
- Develops linkages to other school district and community-based programs and support services that may benefit participants.

DIRECT SERVICE DUTIES

- Develops and provides DOR Student Services quarterly progress reports for the DOR Counselor, DOR Team Manager, and DOR Contract Administrator; provides monthly reports for participants receiving work experience.
- Provides Job Exploration Counseling services such as instruction in the local labor market as well as in-demand industries and occupations.
- Provides Workplace Readiness Training such as instruction in interview techniques and soft skills needed for successful employment.
- Assists in developing Work-based Learning Experiences such as paid/unpaid internships and paid/unpaid placements.
- Monitors on the job progress of participants engaging in Work-based Learning Experiences.
- Provides Instruction in Self-Advocacy including self-awareness as well as disability understanding and disclosure.
- Provides DOR Student Services Counseling on Post-Secondary Education such as discussion in post-secondary education options and career pathways.

Unallowable Traditional Duties that are the customary or typical services provided by the program.

Activities include:

Tahoe Truckee Unified School District WorkAbility Coordinator

- Provides special education support to parents and students, school staff, and administrators in a region comprised of elementary, middle, and high school sites.
- Maintains knowledge of state and federal legislation and regulations affecting special education.
- Assists with hiring, supervision, and evaluation of personnel directly assigned to the WorkAbility Program.
- Represents Special Education on professional and district committees.

- Coordinates professional development needed for teachers and other special education support staff.
- Recruits WorkAbility students and assists in assessing their job skills and interests for positions.
- Responsible for the WorkAbility yearly budget and grant renewal application.

TPP EMPLOYMENT SPECIALIST:

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

Allowable Activities Under this Agreement Include:

ADMINISTRATIVE DUTIES

- Answers phone, provides requested information, and takes messages for TPP staff related to DOR Student Services.
- May participate in professional development activities related to the provision of DOR Student Services and technical aspects of contract compliance.
- Assists the program staff in DOR Student Services outreach activities to potential participants and their families.

DIRECT SERVICE DUTIES

- Establishes and maintains linkages and ongoing contact with local employers.
- Attends contract quarterly meetings with DOR Counselor and Contract Administrator to discuss participant progress in DOR Student Services.
- Maintains regular contact with DOR Counselor regarding progress of participants in relation to DOR Student Services.
- Coordinates support services with program staff, agency personnel and community-based organizations on behalf of participants.
- Develops and provides program participants' quarterly and monthly progress reports as required by the TPP Program Manager.
- Provides Job Exploration Counseling such as information on non-traditional employment options and post-secondary training or education requirements.
- Provides Workplace Readiness Training including resume development and application preparation.
- Coordinates informational interviews and workplace tours to facilitate Work-based learning experiences.
- Provides DOR Student Services Instruction in Self-Advocacy such as training in self-determination and setting goals.

- Provides post-secondary education resources and disability support services in the provision of Counseling on Post-Secondary Education services and assists with the post-secondary application/enrollment process.

Unallowable Traditional Duties that are the customary or typical services provided by the program.

Activities include:

Tahoe Truckee Unified School District WorkAbility Job Developer

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

TPP JOB DEVELOPER:

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

Allowable Activities Under this Agreement Include:

ADMINISTRATIVE DUTIES

- **Answers phone, provides requested information, and takes messages for TPP staff related to DOR Student Services.**
- **May participate in professional development activities related to the provision of DOR Student Services and technical aspects of contract compliance.**

DIRECT SERVICE DUTIES

- Provides Workplace Readiness Training such as appropriate workplace behavior and soft skills needed for successful employment.
- Provides Job Exploration Counseling such as but not limited to instruction on labor market as well as in demand industries and occupations.
- Provides Instruction in Self Advocacy including self-awareness, understanding workplace rights and workplace responsibilities.
- Coordinates Work-based Learning Experiences by contacting prospective businesses to develop real-world opportunities for TPP participants.
- Provide transportation, support, and supervision at work-based training sites.
- Establishes and maintains linkages and ongoing contact with local employers.
- Assists program staff and DOR Counselor in providing pertinent participant information related to program services.

Unallowable Traditional Duties that are the customary or typical services provided by the program.

Activities include:

Tahoe Truckee Unified School District Instructional Assistant

- Administers tests, homework assignments, make-up work, etc. for the purpose of supporting teachers in the instructional process.
- Assists students, individually or in groups, with lesson assignments (e.g. regular classroom, library, computer lab, cafeteria, recess, etc.) for the purpose of presenting and/or reinforcing learning concepts.
- Collaborates with teachers, parents, counselors, etc. for the purpose of developing behavioral plans and/or modifying curriculum.
- Implements, under the supervision of the assigned teacher, instructional/behavioral programs, and lesson plans (e.g. deterrents, intervention, redirection, positive reinforcement, lesson plans, activities, etc.) for the purpose of assisting the teacher in improving students' academic and life skill success through a defined course of study.
- Maintains files and records (e.g. student logs, etc.) for the purpose of ensuring an up-to-date reference trail.
- Modifies curriculum and classroom materials for the purpose of enhancing student success.
- Performs record-keeping and clerical functions for the purpose of supporting the teacher in providing classroom materials.
- Prepares written materials (e.g. letters, memos, permission slips, class notes, etc.) for the purpose of conveying information.
- Provides sensory integration for the purpose of calming students and diffusing tension.
- Research computer software and equipment for the purpose of recommending purchases to enhance student success.

- **Responds to inquiries for the purpose of providing information or referring to appropriate personnel.**

OPERATING EXPENSES

Costs are budgeted through an appropriate allocation methodology for expenses that are shared by multiple funding categories.

OFFICE SUPPLIES

Tangible office supplies necessary for program staff in the provision of contract services during the contract period. Items to be purchased include but are not limited to binder clips, binders, calculator tape, envelopes, file folders, portfolios, labels, markers, paper, paper clips, pencils, pens, post-it notes, printer cartridges, staples, staplers, stationary, and other office related supplies.

INSTRUCTIONAL MATERIALS

Materials for use in the provision of contract services that have an instructional classroom component. May include but are not limited to vocational curriculum, job tutorial supplies, vocational training seminar materials, or portfolio development materials. These items will be used only for or by the participants in the course of service provision.

MILEAGE/TRAVEL

Reimbursement for mileage expenses when contract staff use their own private vehicles or ride-sharing methods in the provision of contract services. Reimbursement rates not to exceed the California Department of Human Resources (CalHR) designated rates as stated on the website: <https://hrmanual.calhr.ca.gov/>. Per diem and travel costs for contract staff to travel to contract related trainings within the state of California (e.g., airfare, bus, train, rental cars, personal vehicle mileage, lodging and food costs). Reimbursed at actual costs not to exceed the CalHR designated rates. Travel must be pre-approved in writing by the DOR Contract Administrator and may require RSA Prior Approval.

TRAINING

Registration and fees for contract staff to attend training or to bring in a trainer to provide training related to contract services (e.g., current trends in technology related to job placement, job skill development, labor laws/labor market trends, career, and vocational preparation). Training must be pre-approved in writing by the DOR Contract Administrator and may require Rehabilitation Services Administration (RSA) Prior-Approval. Training is estimated at \$500 per Full Time Employee (hereafter "FTE") for budgeting purposes.

INDIRECT COST

Indirect cost rate of the Education Agency Cooperative Program is the rate calculated and approved by the California Department of Education (CDE) for the Tahoe Truckee Unified School District. Indirect costs cover administrative costs not already addressed under specific line items in this contract (e.g., Chief Financial Officer, building/office facilities expenses, human resources, data processing, maintenance, and general operations) This indirect rate is applied to both personnel costs and operating expenses in this contract.

WORK-BASED LEARNING

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

The TPP budgets \$150 per participant, and the program has a goal of providing Work-based Learning Experience to 20 participants. Therefore, the total budgeted amount for the Work-based Learning line item will be set at \$3,000.

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

EXHIBIT D
(Standard Agreement - Subvention)
Special Terms and Conditions

1. NOTIFICATION AND 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.

The Program 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. The Program shall accept financial responsibilities in the event of non-compliance.

2. DISPUTES

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

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

4. CORRECTIVE ACTION

If the Program is not able to meet the service goals outlined in the Scope of Work, DOR reserves the right to reduce the Service Budget in alignment with an amended Scope of Work to reflect

updated service goals that are achievable for the Program after review by the DOR Contract Administrator.

5. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If the Program provides training seminars, workshops, or conferences, the Program 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 Program 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 Program to conduct routine business matters.

6. 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 within ten (10) days of 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** – The Program 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 the Program 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** – The Program 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 Program is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- E. Inadequate Insurance** – Inadequate or lack of insurance does not negate the Program obligations under the contract.
- F. Satisfying a Self-Insured Retention (SIR)** – All insurance required by this contract must allow the State to pay and/or act as the Program's agent in satisfying any SIR. The choice to pay and/or act as the Program's agent in satisfying any SIR is at the State's discretion.
- G. Available Coverages/Limits** – All coverage and limits available to the Program shall also be available and applicable to the State.
- H. Subcontractors** – In the case of the Program's utilization of subcontractors to complete the contracted scope of work, the Program shall include all subcontractors as insured under the Program's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of the Program.
- I. Hazardous Activity**
If applicable under this contract transportation is considered a hazardous activity. The Program agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the time of this contract, the Program agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract or for a period of not less than one year. New certificates of insurance are subject to the approval of DGS/ORIM, and the Program agrees that no work or services shall be performed prior to such approval.

The State may, in addition to any other remedies it may have, terminate this contract should Program fail to comply with these provisions.

- i. Commercial General Liability – The Program 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 Programs, 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 Program’s limit of liability.

The following must be included as part of the policy and must be noted on the certificate of insurance: *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 provided to the DOR prior to release of the executed contract. The endorsement must be acceptable to the Department of Rehabilitation.****

- ii. Automobile Liability (If Applicable) – For DOR consumers being provided transportation under said Agreement, the Program 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 other State or local public agencies: 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 Program’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 to 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.

The following must be included as part of the policy and must be noted on the certificate of insurance: *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 provided to the DOR prior to the release of the executed contract. The endorsement must be acceptable to the Department of Rehabilitation.****

- iii. Workers’ Compensation and Employers Liability – The Program shall maintain statutory workers’ 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 must be provided to the DOR prior to release of the executed contract. The waiver of subrogation endorsement must be acceptable to the Department of Rehabilitation.****

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

7. CONTRACTOR STAFFING REQUIREMENT

The Program certifies that its employees meet the qualifications as outlined in the job posting for the position listed on the budget. The program further certifies that staff providing services under this agreement meet the specific requirements. The Program will provide key staff resumes or duty statements for the positions identified under this agreement at DOR's request at the time of program reviews as outlined in the DOR Contract Handbook.

8. CONFLICT OF INTEREST

- A. The Program 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. The Program 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.

9. CONFIDENTIALITY

- A. The Program 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. The Program 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. The Program 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, the Program agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at iso@dor.ca.gov.
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:

1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by the Program or the Program'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. The Program 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. The Program agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the Program's information privacy and security policies.
- H. For Programs 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.

10. 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 Program to determine whether the services provided, and the expenditures invoiced by the Program were in compliance with this Agreement and other applicable federal or State statutes and regulations.
2. The Program agrees that DOR, 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 Program 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 Federal Office of Management and Budget (OMB) cost principles and administrative requirements.
4. The Program 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. The Program 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 Program 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 Program and provided to the auditing agency when requested. This audit shall be made in accordance with 2 CFR 200.

11. COMPETITIVE BIDDING AND PROCUREMENTS

- A. The Program shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Program'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 three 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. The Program 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 Program at any time.
- C. The Program 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 Program 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 Program must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

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

The Program 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

The DOR is requiring nonexpendable electronic items purchased to be listed under a separate line item titled "Theft Sensitive Items". The Program 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 DOR 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.

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

15. ATTRIBUTION

The Program 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. The Program further agrees to identify the role of DOR with respect to any individual highlighted or publicized by or through Program, 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 Program 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 Program has an internal policy against a sovereign nation or peoples recognized by the United States government, the Program 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).

17. GENAI TEHCNOLOGY USE AND REPORTING

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.