

EXHIBIT A
(Standard Agreement - Subvention)
Scope of Work

1. PURPOSE

Third Party Cooperative Agreement

2. AUTHORITY

Law: 29 U.S.C. §§ 721(a)(3), 730, 731, and 733; California Welfare and Institutions Code sections 19008 and 19013.

Regulations: 34 C.F.R. 361.28

Assistance Listing Number: 84.126

3. CONTRACT ENTITIES

Department of Rehabilitation Northern Sierra District Office 721 Capitol Mall, Suite 110 Sacramento CA 95814	Tahoe Truckee Unified School District 11603 Donner Pass Road Truckee, CA 96161
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4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description – EXHIBIT A.1

EXHIBIT A.1
(Standard Agreement - Subvention)
Contractor's Description of Services/Deliverables
Tahoe Truckee Unified School District
Transition Partnership Program (TPP)

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 Program Assistant 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 Program Assistant, 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 Program Assistant 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 Program Assistant, 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 Program Assistant 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	klanzalone@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.

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 by the Program consistent with those authorized by DOR, and upon receipt and approval of the invoices by DOR, DOR agrees to reimburse the Program for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, approved invoices, 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 Program.
3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Program'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, reasonable, and allocable 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 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
5. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the California Department of General Services' Government Claims Program, 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. Budgeted amounts that have not been utilized during a fiscal year shall not be carried over to another fiscal year.

D. **Invoice Claim Adjustments**

1. Budgeted amounts remaining for 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 Program 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 DOR, the Program will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs. Travel costs that benefit more than one cost objective will be allocated to this agreement in proportion to the benefit received by DOR.

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 have no further force and effect. In this event, the State shall have no liability

to pay any funds whatsoever to the Program or to furnish any other considerations under this Agreement and the Program 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 the Program 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 DOR 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 provision of services identified in this Agreement.
- 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 Program.
- Be properly documented and supported.
- Be allocable to the services provided under the cooperative arrangement so that costs charged to the agreement are proportional to the benefits received by DOR.

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

6. ACCOUNTING SYSTEM REQUIREMENTS

- A. The Program 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 Program'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. The Program 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

Tahoe Truckee Unified School District

DOR Program Budget

July 1, 2024, Or Upon Approval, whichever date is later - June 30, 2027

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	FY 7/1/2024 or Upon Approval, whichever is later to 6/30/2025 TOTAL	FY 7/1/2025 to 6/30/2026 TOTAL	FY 7/1/2026 to 6/30/2027 TOTAL
Rehabilitation Team Unit 1 FTE = \$110,377	FTE Counselor Units	0.35	0.35	0.35
		\$38,632	\$38,632	\$38,632
Case Services (Individual Consumer Expenses)		23,028	23,028	23,028
	SUBTOTAL	\$61,660	\$61,660	\$61,660
TOTAL DOR PROGRAM COST		\$61,660	\$61,660	\$61,660

Tahoe Truckee Unified School District

Program Budget and Match Summary

July 1, 2024, or Upon Approval, whichever is later - June 30, 2027

	FY 7/1/2024, 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	\$67,660	\$67,660	\$67,660
VR Employment Services Service Budget (If Applicable)	\$0	\$0	\$0
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$67,660	\$67,660	\$67,660
TOTAL FEDERAL COSTS	\$129,320	\$129,320	\$129,320
Certified Match (If applicable)	\$43,108 25.00%	\$43,108 25.00%	\$43,108 25.00%
Total Federal Share	\$129,320 75.00%	\$129,320 75.00%	\$129,320 75.00%
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.

STATE OF CALIFORNIA TPP DOR STUDENT SERVICES SERVICE BUDGET										DEPARTMENT OF REHABILITATION																								
Contractor Name and Address Tahoe Truckee Unified School District 11603 Donner Pass Road Truckee, CA 96161										<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment										Contract Number 32473					Federal ID Number 94-6003109					Page X of X				
																				Budget Period July 1, 2024, or Upon Approval, whichever date is later - June 30, 2025					Budget Period July 1, 2025 - June 30, 2026					Budget Period July 1, 2026 - June 30, 2027				
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	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Effective Date (Amendments Only)	Effective Date (Amendments Only)	Effective Date (Amendments Only)															
1	Administrative Personnel TPP Program Manager: 1 FTE=40 hrs./wk., 11 mos./yr.	\$74,155.92	0.1250	\$9,269.49	\$76,380.60	0.1250	\$9,547.57	\$78,672.02	0.1250	\$9,834.00																								
2	TPP Employment Specialist: 0.75 FTE=30 hrs. /wk., 11 mos./yr.	\$60,076.33	0.0250	\$1,501.91	\$61,878.62	0.0250	\$1,546.97	\$63,734.98	0.0250	\$1,593.37																								
3	Admin Subtotal DOR Student Services Direct Service Personnel			\$10,771.40			\$11,094.54			\$11,427.38																								
4	TPP Program Manager: 1 FTE=40 hrs./wk., 11 mos./yr.	\$74,155.92	0.2500	\$18,538.98	\$76,380.60	0.2500	\$19,095.15	\$78,672.02	0.2500	\$19,668.00																								
5	TPP Employment Specialist: 0.75 FTE=30 hrs. /wk., 11 mos./yr.	\$60,076.33	0.2800	\$16,821.37	\$61,878.62	0.2800	\$17,326.01	\$63,734.98	0.2800	\$17,845.79																								
6	TPP Program Assistant: Hourly position at Approx. \$30.00 per hr./ 302 hrs./yr.			\$9,060.00			\$9,060.00			\$9,060.00																								
7	DOR Student Services Subtotal Personnel Subtotal			\$44,420.35			\$45,481.16			\$46,573.80																								
8	OPERATING EXPENSES			\$55,191.75			\$56,575.70			\$58,001.17																								
9	Office Supplies			\$820.00			\$746.00			\$475.00																								
10	Instructional Materials			\$2,925.00			\$1,615.00			\$461.00																								
11	Mileage/Travel			\$1,000.00			\$1,000.00			\$1,000.00																								
12	Training			\$1,000.00			\$1,000.00			\$1,000.00																								
13	Operating Subtotal			\$5,745.00			\$4,361.00			\$2,936.00																								
14	Personnel and Operating Subtotal			\$60,936.75			\$60,936.70			\$60,937.17																								
15	Indirect Rate Percentage			6.11%			6.11%			6.11%																								
16	Indirect Cost			\$3,723.24			\$3,723.23			\$3,723.26																								
17	Program Service Budget Sub-Total			\$64,659.99			\$64,659.94			\$64,660.44																								
18	Workplace Readiness Training																																	
19	Work-based Learning																																	
20	TOTAL (rounded to nearest dollar)			\$3,000.00			\$3,000.00			\$3,000.00																								
21				\$67,660			\$67,660			\$67,660																								

Exhibit B.1
TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
SERVICE BUDGET NARRATIVE

BENEFITS

All TPP classified staff, with exception of the TPP Program Assistant, 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 Program Assistant:

Allowable Activities Under this Agreement Include:

Administrative Duties

- Answers phone, provides requested information, and takes messages for TPP staff in relation to DOR Student Services.
- Assists the TPP staff in TPP outreach activities to potential participants and their families for DOR Student Services.

Direct Service Duties

- Develops and provides program participants' quarterly and/or monthly progress reports for the DOR Counselor as required by the TPP Program Manager.
- Assists program staff and DOR Counselor in providing pertinent participant information related to program services.
- Performs career aptitude, career skills, and vocational interest inventories with participants in the provision of Job Exploration Counseling.
- Provides Workplace Readiness Training such as instruction in problem-solving techniques and appropriate workplace written communication skills.
- Coordinates informational interviews and workplace tours to facilitate Work-based Learning Experiences.
- Provides Instruction in Self-Advocacy such as training in reasonable accommodation factors and the utilization of available resources and support systems.
- Provides DOR Student Services Counseling on Post-Secondary Education and more specifically, helps identify financial aid options and technology needs for participants.

This is an hourly pay position created for the cooperative program only; therefore, there are no school district duties.

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.

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET
July 1, 2024 or Upon Approval, whichever date is later - June 30, 2027

Contractor Name and Address
 Tahoe Truckee Unified School District
 11603 Donner Pass Road
 Truckee, CA 96161

Cooperative agency agrees it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds or WorkAbility I Funds.

Line No.	Item Expenditure	July 1, 2024, or Upon Approval, whichever is later - June 30, 2025			July 1, 2025 - June 30, 2026			July 1, 2026 - June 30, 2027		
		Annual Salary Per FTE	Annual FTE	Annual Amount Certified	Annual Salary Per FTE	Annual FTE	Annual Amount Certified	Annual Salary Per FTE	Annual FTE	Annual Amount Certified
1	TPP Teacher (1FTE=6.5 hrs./day, 11 mos./yr.)	\$ 159,426.19	0.09002	\$ 14,351.55	\$ 159,426.19	0.09002	\$ 14,351.55	\$ 159,426.19	0.09002	\$ 14,351.55
2	TPP Teacher (1FTE=6.5 hrs./day, 11 mos./yr.)	\$ 150,248.34	0.09612	\$ 14,441.87	\$ 150,248.34	0.09612	\$ 14,441.87	\$ 150,248.34	0.09612	\$ 14,441.87
3	TPP Teacher (1FTE=6.5 hrs./day, 11 mos./yr.)	\$ 105,933.09	0.13513	\$ 14,314.74	\$ 105,933.09	0.13513	\$ 14,314.74	\$ 105,933.09	0.13513	\$ 14,314.74
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16	Personnel Subtotal			\$43,108.15			\$43,108.15			\$43,108.15
17	OPERATING EXPENSES									
18										
19										
20										
21										
22										
23										
24	Operating Subtotal									
25	Personnel and Operating Subtotal			\$43,108.15			\$43,108.15			\$43,108.15
26										
27	TOTAL EXPENDITURES "CERTIFIED"			\$43,108			\$43,108			\$43,108

**TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
CERTIFIED BUDGET NARRATIVE**

BENEFITS

All TPP certificated staff, receive benefits which include sick leave, STRS Retirement, Health and Welfare contribution, and payroll taxes:

Certificated Staff	
STRS	19.1%
WCOMP	1.53%
SUI	0.05%
MEDI	1.45%
Total:	22.13%

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”) negotiated agreements; contracts are re-negotiated annually.

This Certified Budget narrative is to describe how TTUSD will redirect staff time specifically certified in the provision of services to program 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 Teacher(s):

Job Requirements:

FTE: .09002 - .13513 Percent of FTE that will be utilized only to provide services under this agreement.

Allowable Contract Activities include:

The TPP Teacher(s) provide transitional education to DOR participants in the form of Job Exploration Counseling, Workplace Readiness Training, and Instruction in Self-Advocacy.

- Provides instruction and education, either individually or in a classroom setting to participants in soft skills, interview techniques, resume development, application preparation, work practices, and appropriate grooming and hygiene as part of Workplace Readiness Training.
- Provides information on the local labor market as well as in-demand industries and occupations to participants as part of Job Exploration Counseling.

- Provides Instruction in Self-Advocacy such as discussion about utilizing available resources and support systems as well as taking a leadership role in the IEP, 504, or other person-centered planning process.

Non-contract Duties (not charged to this contract) that are the customary or typical services provided by the Program.

Activities include:

Special Education Teacher

- Provides academic instruction to students.
- Teaches district approved core curriculum and provides an educational program designed to provide students with the academic skills to reach their maximum potential.
- Implements the transition portion of the student's IEP.
Formulates daily lesson plans, grades student achievement, and monitors student progress with parents, counselors, and special education staff.

EXHIBIT C
(Standard Agreement - Subvention)
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: [Standard Contract Language \(ca.gov\)](#). Click on the GTC 4/2017 to open the document.

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).

EXHIBIT E
(Standard Agreement - Subvention)
Additional Provisions - Federally Funded Agreements

1. FEDERAL REQUIREMENTS

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

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

- A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Program must refer the discovery or invention to 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. The RSA's determination of these issues shall be considered final. In addition, 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 Program 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 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, the Program 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, the Program 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, the Program 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
(Standard Agreement – Subvention)
Additional Provisions - TPCA

1. MATCH REQUIREMENTS

The Program 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. The Program shall certify to the State, on a monthly basis as specified in Exhibit B and G, the Program’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 Program for any contributions made by the Program 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 Program 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 Program for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.
- C. The Program’s 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.

Certified match only includes:

Certified personnel expenditures for the time Program staff spend providing direct VR services under the TPCA. This may include the allocable portion of staff salary and fringe benefits based upon the amount of time cooperating agency staff directly spend providing services under the arrangement.

Third-party in-kind contributions are an unallowable source of match in the VR program whether provided via this agreement or other mechanism (34 C.F.R. § 361.60(b)(2)). This includes:

- A. Certified time for individuals not directly providing VR services, such as principals, administrators, secretaries and supervisors; and
- B. Certified expenditures for the costs incurred by the TPCA not directly for the provision of VR services, such as, indirect costs, depreciation, existing utilities and space donated for use under the TPCA.

For Agreements that include **CASH MATCH**:

- A. Each fiscal year the Program 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 Program in accordance with the approved budget, it being understood that all matching funds obtained by the State from the Program 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. State

3. DOR'S CONTRACT MONITORING

The DOR Contract Administrator will monitor and document the Program'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 Program prepares and submits adequate documentation by the Program to support the services provided, expenditures reimbursements, and/or any applicable match requirements. Appropriate documentation may include, but is not limited to the Program's goal outcomes, consumer progress reports, a monthly client list of consumers provided services, and a corresponding monthly Service Invoice(s) (DR801B) and Certified Expenditure Summaries as appropriate.
- 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, including costs paid by the Program are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the Program 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 Program is preparing and maintaining personnel activity reports in compliance with the applicable cost principles in 2.C.F.R. part 200.
- J. Verify that all Agreement staff are providing services in accordance with their duties and qualifications 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 Program 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.

4. CONTRACT HANDBOOK

The Program acknowledges and agrees with the policies requirements and conditions of the DOR 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.

EXHIBIT G
(Standard Agreement - Subvention)
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 unduplicated individuals and/or recipients of DOR Services (henceforth known as 'participants') served that month.
- Ensuring Personnel Activity Reports or time reporting documents and a list of Program participants served are prepared and maintained by Contract staff in accordance with 2CFR200 and reflect accurate reporting, on a monthly basis in accordance with invoicing requirements stipulated in Exhibit B. These documents can be reviewed and maintained electronically to allow for flexibility in either on-site or off-site monitoring, as needed.
- Submitting Personnel Activity Reports or time reporting documents, supporting documentation, and a list of Program participants 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 participants' receiving DOR Student Services and monthly progress reports for participants in Work-based Learning Experiences. Individual Participant's Progress Reports should include the participant's name and other necessary or required information to document the services provided and individual participant's progress in those services.

II. TRANSPORTATION

The Contractor will provide transportation up to 7 Program participants including the driver.