

**DEPARTMENT of
REHABILITATION**

Employment, Independence & Equality

Edmund G. Brown Jr., Governor



State of California
Health and Human Services Agency

Tony Sauer, Director
P.O. Box 944222
Sacramento, CA 94299-9222
(916) 558-5680 Office
(916) 558-5681 Fax
scooley@dor.ca.gov Email

February 7, 2013

Santa Barbara Unified School District
Jeannine Forslund
700 East Anapamu
Santa Barbara, CA 93103

Re: Agreement # 28854

Dear Jeannine Forslund,

Attached is your three year agreement for Fiscal Years 2013/14, 2014/15 and 2015/16.
Complete and sign the following checked item(s):

- ☒ Print out four copies of the Standard Agreement form (STD 213) and one copy of the attached exhibits. Sign all four copies of the STD 213. All signatures must be original.
- ☒ Print out one copy of the Payee Data Record (STD 204). No payment can be made unless this form is completed.
- ☒ Print out one copy of the Contractor Certification Clauses (CCC). The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. Sign and return the first page of the current CCC. Failure to do will prohibit the State of California from doing business with your company.
- ☒ Print out one copy of the Board Resolution, complete and sign. Please make sure the person who is signing the Board Resolution is not the same person authorized to sign the Agreement. However, if the authorized signer is an elected official, you do not need the Board approval, just submit a letter stating the fact.

In lieu of the Board Resolution form, you may use your own form or Board minutes. Be sure the authorization gives approval to **"sign and execute any and all documents required by DOR to effectuate the execution of contracts and/or amendments"**. If "amendment" is not included in the authorization, we will require a new Board Resolution to process any amendments.

- X Print out one copy of the Signature Authorization form, complete and sign.
The person authorizing the signatures is the person who is authorized to sign
the contract.
- X General Liability Insurance Requirements. See Exhibit D.
- X Worker's Compensation Insurance Requirements. See Exhibit D.
- X Auto Insurance Requirements. See Exhibit D.

Return all four original signed copies of the STD 213 and one copy of all other related documents for further processing. **All signed documents must have original signatures.**

Department of Rehabilitation
Attn: Shari Cooley, Contract Section
721 Capitol Mall, 6th Floor
Sacramento, California, 95814

No services should be started prior to final approval by DGS and/or the passage of the State Budget as the State is not obligated to make any payments until the contract is executed. Expeditious handling of this Agreement is appreciated.

If you have any questions please call me at (916) 558-5690.

Sincerely,

Shari Cooley

Shari Cooley
Contract Analyst

Enclosures
cc: Contract Administrator

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

AGREEMENT NUMBER

28854

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Rehabilitation

CONTRACTOR'S NAME

Santa Barbara Unified School District

2. The term of this Agreement is: July 1, 2013 through June 30, 2016

3. The maximum amount of this Agreement is: \$922,062.00
Certified Expenditure \$601,935.00

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

CFDA #84.126A State Vocational Rehabilitation Services Program

Exhibit A - Scope of Work

1 page

Exhibit A.1 - Contractor's Program Scope of Work

6 pages

Exhibit B - Budget Detail and Payment Provisions

4 pages

Exhibit B.1 - Contractor's Program Budget and Narrative

14 pages

Exhibit C* - General Terms and Conditions

GTC 610 (Dated 06/09/10)

1 page

Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)

7 pages

Exhibit E - Additional Provisions - Federally Funded Agreements

3 pages

Exhibit F - Additional Provisions - Cooperative/Case Service Agreements

3 pages

Exhibit G - Additional Provisions - Contractor's Monitoring & Transportation

1 page

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

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

CONTRACTOR

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

Santa Barbara Unified School District

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

700 East Anapamu, Santa Barbara, CA 93103

720 Santa Barbara Street, Santa Barbara, CA 93101 (billing)

STATE OF CALIFORNIA

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Simone Dumas, Chief, Contracts and Procurement Section

ADDRESS

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

California Department of General
Services Use Only

☐ Exempt per:

EXHIBIT A
(Standard Agreement - Subvention)
SCOPE OF WORK

1. PURPOSE

Subvention: VR Third Party Cooperative/Case Service Agreements:

2. AUTHORITY

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

Regulations: 34 CFR 371

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

3. CONTRACT REPRESENTATIVES

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

| | |
|---|---|
| <p>Department of Rehabilitation Kenna Hickman Contract Administrator 509 E. Montecito Street, Suite 101 Santa Barbara, CA 93103-3216 (805) 560-8137 (805) 560-8165 fax Kenna.hickman@dor.ca.gov</p> | <p>Santa Barbara Unified School District Kirsten Escobedo, Director of Special Ed 720 Santa Barbara Street Santa Barbara, CA 93101 (805) 963-4331 ext. 6252 (805) 963-1992 fax kescobedo@sbsdk12.org</p> <p>Jeannine Forslund, Program Coordinator 700 East Anapamu Santa Barbara, CA 93103 (805) 966-9101 ext 228 (805) 965-6872 fax jforslund@sbsdk12.org</p> |
|---|---|

4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

EXHIBIT A.1
(Standard Agreement - Subvention)

COOPERATIVE CONTRACT
SANTA BARBARA UNIFIED SCHOOL DISTRICT
TRANSITION PARTNERSHIP PROGRAM

SCOPE OF WORK

I. INTRODUCTION

This Cooperative Contract is designed to jointly serve the mutual clients receiving services from the Department of Rehabilitation (DOR) through the Santa Barbara District Office and the Santa Barbara Unified School District. Staff and resources are combined to provide vocational rehabilitation services through this Transition Partnership Program (TPP).

The Santa Barbara Unified School District TPP will focus on serving the most significantly disabled students/DOR clients from five high schools and alternative programs within our school district (Santa Barbara High School, San Marcos High School, Dos Pueblos High School, La Cuesta High School, and the Day Treatment Program). Students will be referred during their last two years in the Santa Barbara Unified School District. TPP staff will work closely with the DOR counselors throughout the referral, eligibility, planning and follow-up processes to ensure coordinated service provision that will lead to successful employment outcomes.

The TPP staff will provide employment services, including intake, employment preparation, job development, placement, retention, job coaching and work experience services designed to prepare student/DOR clients to obtain and retain competitive employment outcomes.

All services in this contract will be for DOR clients only.

For fiscal year 2013-2014, there shall be a total of 300 unduplicated student/DOR clients who will receive services through this cooperative contract. As a result of the services provided through this contract, it is expected that DOR will:

- Open 70 new cases (status 02)
- Develop 65 Individual Plans for Employment (IPE)
- Close 48 cases successfully (status 26)

For fiscal year 2014-2015, there shall be a total of 300 unduplicated student/DOR clients who will receive services through this cooperative contract. As a result of the services provided through this contract, it is expected that DOR will:

- Open 70 new cases (status 02)
- Develop 65 Individual Plans for Employment (IPE)
- Close 48 cases successfully (status 26)

For fiscal year 2015-2016, there shall be a total of 300 unduplicated student/DOR clients who will receive services through this cooperative contract. As a result of the services provided through this contract, it is expected that DOR will:

- Open 70 new cases (status 2)
- Develop 65 Individual Plans for Employment (IPE)
- Close 48 cases successfully (status 26)

II. SERVICES TO BE PROVIDED

A. Transition Partnership Program (TPP) COOP TRANSITION SERVICES

1. DESCRIPTION OF SERVICES

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

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

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

Pre-plan activity to include:

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

b. Vocational Instruction (Employment Preparation) - Classroom, individual tutorial and/or community based instruction with a vocational rehabilitation focus. This instruction can be provided as a class, in a group or 1:1. This instruction is intended to support both pre-plan and plan activities, goals and objectives. Services will be in concert with the DOR IPE, once it is developed.

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

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

Reporting on employment preparation activities will be provided to the referring DOR counselor. These services will be provided by the TPP Transition Specialists/Job Developers and may also be provided by the Transition Course Instructors and/or the Lead Transition Services Coordinators.

Post-Plan Activities to include:

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

Any paid or non-paid experiential activities will be in compliance with the Department of Labor regulations. Work Experience supervisors and/or TPP staff will evaluate students/DOR clients and submit reports to the DOR counselor on a monthly basis. These services will be provided by the TPP Transition Specialists/Job Developers and may also be provided by the Transition Course Instructors.

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

- Contact employers and build networks to develop and/or identify job opportunities
- Work site analysis, as needed

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

e. Non-supported Employment Job Coaching

NSE Job coaching includes individual student/DOR client assistance and support on or off-the-job, in activities that are employment-related and needed to promote job adjustment and retention. Services depend upon individual client need. Services may be provided by a Transition Specialist/Job Developer or by a Job Coach. Activities include:

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

2. SERVICE OUTCOMES/NUMBER TO BE SERVED

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

- There shall be 70 student/DOR clients who receive Transition Vocational Evaluation services.
- There shall be 110 student/DOR clients who receive Pre and Post-Plan Vocational Instruction (Employment Preparation) services.
- There shall be 80 student/DOR clients who receive Work Experience/ Community Experiences services.
- There shall be 75 student/DOR clients who receive Job Development services.
- There shall be 70 student/DOR clients placed in employment consistent with the IPE goal.
- The placements shall result in 48 successful (26) DOR closures.
- There shall be 10 student/DOR clients who receive Non-supported Employment Job Coaching services.

During fiscal year 2014/2015, it is expected that:

- There shall be 70 student/DOR clients who receive Transition Vocational Evaluation services.
- There shall be 110 student/DOR clients who receive Pre and Post-Plan Vocational Instruction (Employment Preparation) services.
- There shall be 80 student/DOR clients who receive Work Experience/ Community Experiences services.
- There shall be 75 student/DOR clients who receive Job Development services.
- There shall be 70 student/DOR clients placed in employment consistent with the IPE goal.
- The placements shall result in 48 successful (26) DOR closures.
- There shall be 10 student/DOR clients who receive Non-supported Employment Job Coaching services.

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

- There shall be 70 student/DOR clients who receive Transition Vocational Evaluation services.
- There shall be 110 student/DOR clients who receive Pre and Post-Plan Vocational Instruction (Employment Preparation) services.
- There shall be 80 student/DOR clients who receive Work Experience/ Community Experiences services.
- There shall be 75 student/DOR clients who receive Job Development services.
- There shall be 70 student/DOR clients placed in employment consistent with the IPE goal.
- The placements shall result in 48 successful (26) DOR closures.
- There shall be 10 student/DOR clients who receive Non-supported Employment Job Coaching services.

III. CONTRACT ADMINISTRATOR/PROGRAM COORDINATOR

Department of Rehabilitation

Kenna Hickman, Contract Administrator
509 E. Montecito St., Suite 101
Santa Barbara, CA 93103-3216
(805) 560-8137
(805) 560-8165 (fax)
kenna.hickman@dor.ca.gov

SBUSD

Kirsten Escobedo, Director of Special Ed
720 Santa Barbara St.
Santa Barbara, CA 93101
(805) 963-4331 ext. 6252
(805) 963-1992 (fax)
kescobedo@sbsdk12.org

Jeannine Forslund, Program Coordinator
700 East Anapamu
Santa Barbara, CA 93103
(805) 966-9101 ext. 228
(805) 965-6872 (fax)
jforslund@sbsdk12.org

IV. LINKAGES TO OTHER COMMUNITY AGENCIES

The Santa Barbara Unified School District TPP maintains linkages and ongoing working relationships with the following agencies to increase opportunities for students/DOR clients and to avoid duplication of services:

- Tri Counties Regional Center
- Santa Barbara County Mental Health
- Special Education Local Plan Area
- Santa Barbara County Education Office/WorkAbility
- Pathpoint
- Santa Barbara City College and Adult Education
- Adult High School Program/STEP
- Regional Occupation Program

Linkages are initiated on an as needed basis by phone or direct contact with agency/program representatives. Linkages are maintained through interagency committee meetings, individual contact and electronic correspondence.

V. IN-SERVICE TRAINING

Santa Barbara Unified School District TPP staff and DOR staff, through joint-unit meetings, will be cross-trained in each agency's mission, services, procedures, and professional approach. Twice a year meetings (or more frequently as needed) will be held to discuss items such as: DOR case service statistics and printouts, IEP/ITP/Special Education procedural and departmental changes, DOR and/or Local Education Agency (LEA) policy changes, etc.

EXHIBIT B
(Standard Agreement - Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

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

B. Submission of Invoice(s)

1. Monthly invoices (DR 801B Service Invoice) should be submitted no later than the 20th business day for the preceding month's expenditures, with supporting documentation available upon request. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.
2. Final invoices must be submitted within 120 days after each fiscal year end or no later than November first of that same year.
3. Invoice(s) (DR 801B Service Invoice) shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR 801B Invoice shall include the Agreement Number and Registration Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).

C. Appropriate Expenditures

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the OMB A-133 Single Audit.

D. Invoice Claim Adjustments

1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained **within the same fiscal year**. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget with a maximum not to exceed \$100,000 for all budget years as long as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line 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 \$100,000.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail.
(Note: ALL changes must be made in **bold**.)

F. Travel Reimbursements

If travel is reimbursable, the Contractor agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (Calhr) designated rates for excluded employees. Go to Calhr website at:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

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

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this

Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

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

4. PROMPT PAYMENT CLAUSE

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

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

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

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

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the OMB cost principle applicable to its organization regarding documentation for the support of personnel activity chargeable to the Agreement.

6. ACCOUNTING SYSTEM REQUIREMENTS

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

Santa Barbara Unified School District

Program Budget and Match Summary July 1, 2013 - June 30, 2016

| | FY 2013/14 <u>TOTALS</u> | FY 2014/15 <u>TOTALS</u> | FY 2015/16 <u>TOTALS</u> |
|---|-----------------------------|-----------------------------|-----------------------------|
| DOR PROGRAM COSTS (From DOR Program Budget) | \$282,345 | \$282,345 | \$282,345 |
| TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget) | \$307,354 | \$307,354 | \$307,354 |
| TOTAL FEDERAL COSTS | \$589,699 | \$589,699 | \$589,699 |
| Certified Match (If applicable) | \$200,645 25.39% | \$200,645 25.39% | \$200,645 25.39% |
| Total Federal Share | \$589,699 74.61% | \$589,699 74.61% | \$589,699 74.61% |
| Cash Match (If applicable) | \$0 0% | | |
| Total Federal Share | \$0 0% | \$0 0% | \$0 0% |
| TOTAL STATE MATCH | \$200,645 | \$200,645 | \$200,645 |

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

This Section For DOR Use Only

| | Year 1 | Year 2 | Year 3 |
|--|-----------|-----------|-----------|
| Certified match minimum contribution amount at 25% | \$196,566 | \$196,566 | \$196,566 |
| Cash match minimum contribution amount at 21.3% | \$125,606 | \$125,606 | \$125,606 |

Santa Barbara Unified School District

DOR Program Budget July 1, 2013 - June 30, 2016

| <u>ITEM</u> | <u>FTE EXPENDITURE</u> | <u>FY 2013/14 TOTAL</u> | <u>FY 2014/15 TOTAL</u> | <u>FY 2015/16 TOTAL</u> |
|---|----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Rehabilitation Team Unit 1 FTE = \$110,377 | Units | 1.75 | 1.75 | 1.75 |
| | | \$193,160 | \$193,160 | \$193,160 |
| Case Services (Individual Consumer Expenses) | | 89,185 | 89,185 | 89,185 |
| | SUBTOTAL | \$282,345 | \$282,345 | \$282,345 |
| Case Service Contract(s): | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL DOR PROGRAM COST | | \$282,345 | \$282,345 | \$282,345 |

**STATE OF CALIFORNIA
SERVICE BUDGET**

DEPARTMENT OF REHABILITATION

☒ Original

☐ Amendment

| Contractor Name and Address | | Contract Number | Federal ID Number | Page 1 of 1 | | |
|--|--|----------------------------------|----------------------------------|----------------------------------|--------------------|-----------------|
| Santa Barbara Unified School District 720 Santa Barbara Street Santa Barbara, CA 93101 | | 28854 | 77-0069325 | | | |
| | | Budget Period 2013/2014 | Budget Period 2014/2015 | Budget Period 2015/2016 | | |
| | | Effective Date (Amendments Only) | Effective Date (Amendments Only) | Effective Date (Amendments Only) | | |
| Line No. | PERSONNEL-Position Title & Time Base | Annual Salary | Annual Percent FTE | Amount Budgeted | Annual Percent FTE | Amount Budgeted |
| 1 | (3) Transition Specialist/Job Developer - 1 FTE= 30 hrs/wk, 12 months | \$134,199.00 | 100% | \$134,199.00 | 100% | \$134,199.00 |
| 2 | (1) Transition Specialist/Job Developer - 1 FTE = 40 hrs/wk, 12 months | \$51,418.00 | 50% | \$25,709.00 | 50% | \$25,709.00 |
| 3 | (1) Lead Transition Specialist/Job Developer - 1 FTE=40 hrs/wk, 12 months | \$68,076.00 | 100% | \$68,076.00 | 100% | \$68,076.00 |
| 4 | (1) Job Developer - \$24/hr not to exceed 900 hrs, 12 months | | | \$21,301.66 | | \$21,301.66 |
| 5 | Job Coaches - 5 hrs not to exceed \$13.00/hr, 12 months | | | \$65.00 | | \$65.00 |
| 6 | Clerical Support - 1 FTE=40 hrs/wk, 12 months | \$70,755.00 | 5% | \$3,537.75 | 5% | \$3,537.75 |
| 7 | Supplemental Hours/Adjunct Duty - 350 hrs not to exceed \$50/hr, 12 months | | | \$17,500.00 | | \$17,500.00 |
| 8 | | | | | | |
| 9 | Subtotal | | | \$270,388.41 | | \$270,388.41 |
| 10 | OPERATING EXPENSES | | | | | |
| 11 | Instructional Supplies | \$3,000.00 | | \$3,000.00 | | \$3,000.00 |
| 12 | Office Supplies | \$2,000.00 | | \$2,000.00 | | \$2,000.00 |
| 13 | Printing | \$456.00 | | \$456.00 | | \$456.00 |
| 14 | Computer Software | \$250.00 | | \$250.00 | | \$250.00 |
| 15 | Travel/Mileage | \$5,000.00 | | \$5,000.00 | | \$5,000.00 |
| 16 | Training | \$3,500.00 | | \$3,500.00 | | \$3,500.00 |
| 17 | Communication | \$3,000.00 | | \$3,000.00 | | \$3,000.00 |
| 18 | Release/Substitute Time | \$1,300.00 | | \$1,300.00 | | \$1,300.00 |
| 19 | Interpreter | \$50.00 | | \$50.00 | | \$50.00 |
| 20 | Transportation | \$2,000.00 | | \$2,000.00 | | \$2,000.00 |
| 21 | Operating Subtotal | | | \$20,556.00 | | \$20,556.00 |
| 22 | Personnel and Operating Subtotal | | | \$290,944.41 | | \$290,944.41 |
| 23 | Indirect Rate Percentage | | | 5.64% | | 5.64% |
| 24 | Indirect Cost | | | \$16,409.26 | | \$16,409.26 |
| 25 | TOTAL (rounded to nearest dollar) | | | \$307,354 | | \$307,354 |

SANTA BARBARA UNIFIED SCHOOL DISTRICT TPP SERVICE BUDGET NARRATIVE

PERSONNEL

All active employees, in paid status, in a monthly-salaried position of half-time or more are eligible for medical, dental, vision, and life insurance coverage. Benefits have been included in the salaries listed on the attached Certified Expenditure Budget and Service Budget except for Job Coaches and Supplemental Hourly/Adjunct Duty positions.

Cooperative Program Duties:

Transition Specialists/Job Developers –

The Transition Specialists/Job Developers will provide employment services within the description of the contract which include the services identified in the Scope of Work as: Transition Vocational Evaluation (TVE), Vocational Instruction (Employment Preparation), Work Experience/Community Experiences, Job Development, Placement and Follow Up and Non-Supported Employment Job Coaching. Transition Specialists/Job Developers will serve students/DOR clients from schools and alternative programs within the Santa Barbara Unified School District. Transition Specialists/Job Developers will also work with high school graduates/DOR clients attending Santa Barbara City College and those students/DOR clients seeking post-secondary on-the-job-training or direct job placement. The Transition Specialists/Job Developers will be responsible for assisting with the coordination of TPP school/program activities. Duties include:

- Conducting intake interviews with each referred student/DOR client to assess job readiness
- Contacting employers to develop specific job sites
- Coordinating the placement of students/DOR clients into competitive employment
- Assigning and monitoring of Job Coaches when necessary; may provide Job Coaching for students/DOR clients as needed
- Providing post employment monitoring of students/ DOR clients
- Providing DOR client job placement and monthly progress reports to referring DOR counselor
- Participating in community employer networks
- Assisting students/DOR clients with researching and investigating training programs and opportunities.
- Assisting students/DOR clients with transitioning into their training programs.
- Assisting students/DOR clients in accessing appropriate support services and accommodations necessary for success in training programs.

During the school year, the School District's Lead Transition Coordinators/Vocational Counselors will supervise the Transition Specialists. In the summer, the Lead Transition Specialist will assume this role.

Traditional Education Agency Duties:

Instructional Aide-

Duties Include:

- Provide and support instruction to students in an assigned Special Education Program in a 1:1, small group or classroom/community setting.
- Teach and reinforce learning strategies to students with various disabilities.
- Prepare and duplicate instructional materials, maintain records and participate in staff meetings and in-service trainings as assigned.
- Support Special Education Teachers with set up and logistics for community activities.
- Provide assistance with community access and mobility instruction.
- Provide 1:1 and group instruction during student community outings.
- Assist students with Santa Barbara City College paperwork such as registration, class scheduling, photo IDs, etc.
- Assist students with learning/navigating the Santa Barbara City College Campus.
- Coordinate access to tutorial programs.
- Help schedule tours of local adult service providers for students (who are close to exiting the program) and their parents.
- Perform related duties as assigned.

Cooperative Program Duties:

Lead Transition Specialist/Job Developer –

This position will include all of the duties identified above in the Transition Specialist/Job Developer job description as well as providing additional services and program coordination duties which include:

- Coordinate regular meetings with Transition Specialists/Job Developers
- Act as liaison between Transition Specialists/Job Developers and Lead Transition Services Coordinator.
- Coordinate vacation time/coverage among Transition Specialists/Job Developers.
- Assist with collection of program data and related documentation for contract monitoring purposes.
- Act as a resource to provide training/support as needed to Transition Specialists/Job Developers.
- Facilitate coordination in the summer between Transition Specialists/Job Developers, DOR Counselors, Job Coaches..

Traditional Education Agency Duties:

This position was created exclusively to provide a unique service under the cooperative contract with DOR; therefore there are no traditional education agency duties.

Cooperative Program Duties:**Job Developer –**

The Job Developer will work with students/DOR clients, TPP staff and the business community to identify and develop employment sites. The Job Developer will provide Job Development, Placement and Follow-up services as identified in the Scope of Work. Duties include:

- Developing individual and/or group job opportunities with local businesses
- Networking with employers, creating business linkages and developing OJT opportunities for students/DOR clients
- Coordinate the placement of students/DOR clients into competitive employment

Traditional Education Agency Duties:

This position was created exclusively to provide a unique service under the cooperative contract with DOR; therefore there are no traditional education agency duties.

Cooperative Program Duties:**Job Coaches –**

Job Coaches will provide Non-Supported employment Job Coaching as identified in the Scope of Work. The Job Coach will provide the student/DOR client assistance and support on or off the job, in activities that are Employment Service related and needed to promote job adjustment and retention. NSE Job Coaching includes, based on client need:

- Job orientation
- Job destination/transportation training
- Instruction in specific job tasks
- Direct supervision at the worksite
- Co-worker/supervisor consultation and coordination
- Assistance with integrating into the work environment or with changes in the work environment
- On-going contact with student/DOR client and/or employer to ensure continued job satisfaction

Traditional Education Agency Duties:

This position was created exclusively to provide a unique service under the cooperative contract with DOR therefore there are no traditional education agency duties.

Cooperative Program Duties:

Clerical Support –

Clerical support to the Transition Partnership Program will include preparation and distribution of notices, meeting announcements, preparing requisitions, memoranda and letters. In addition, the clerical support person will be responsible for monitoring expenditures, budget, hours worked for TPP by program staff, and reporting on the above to administrative personnel, both locally and in Sacramento. They will also calendar board agenda items (contract approval, contract related employment agreements, etc.), facilitate contract signature gathering, and monitor/track contract status.

Traditional Education Agency Duties:

Staff Secretary-

Duties include:

- Answer phones
- Order materials
- Staff lists and schedules
- Personnel Action Forms
- Time reporting
- Consultant Approvals, Employment Agreements, Hourly Employees
- Mileage reimbursements
- Authorizations to be absent
- Recording for the Blind & Dyslexic CD/tape requests
- Equipment repair
- Printing requests
- First Aid/CPR schedules and sign-ups

Cooperative Program Duties:

Supplemental Hours/Adjunct Duties -

Supplemental Hours/Adjunct Duties for Lead Transition Service Coordinators and qualified staff will consist of administrative duties not included in the regular assignment (match or non-match time) and outside of regular work hours (i.e., after school hours, summer break, winter/spring breaks and holidays). These duties may include: contract writing/budget formulation, contract monitoring and follow up, signature gathering, oversight of staff activity outside school calendar/hours, coordination with school district office personnel regarding contract, budget, staffing and other related administrative issues.

Traditional Education Agency Duties:

This position was created exclusively to provide a unique service under the cooperative contract with DOR; therefore there are no traditional education agency duties.

OPERATING EXPENSES

Instructional Supplies –

Consumable instructional supplies to be used by Transition Course Instructors for items such as: binders, portfolios, curriculum, and classroom materials. Development of multi-media presentation materials for the purpose of introducing the TPP program and it's services to prospective students/DOR clients, families, school site staff and employers.

Office Supplies -

Consumable supplies to be used during the contract period such as: paper, pens, paper clips, postage, file folders, organizational materials, notepads, markers, calendars, staples, and ink/toner cartridges. Items with a useful life of more then one year, such as iPads and computers/printers will be used for efficient communication, record keeping, contract development, job/career exploration and placement, vocational assessment, in addition to misc. accessories such as cables, mouses and carrying cases for office supplies. Video cameras may also be purchased to be used with students to film mock job interviews and on the job performance. Office supplies will be used in the course of providing services to/on behalf of students/DOR clients as identified in the following areas in the Scope of Work: Transition Vocational Evaluation (TVE) services, Vocational Instruction (Employment Preparation), Work Experience/Community Experiences, Job Development, Placement and Follow-up and Non-Supported Employment Job Coaching. Equipment to be to be used by Transition Specialists/Job Developers, Transition Course Instructors, Lead Transition Services Coordinators, Job Developer and students/DOR clients supervised by TPP staff.

Estimated cost of items with a useful life of more then one year:

- 2 Desktop Computer: \$800.00 (2)
- 2 Laptop Computer: \$800.00 (2)
- 2 Printer: \$600.00 (2)
- 4 Ipad: \$700.00 (4)
- 2 Video Camera: \$200.00 (2)

These items will be purchased over a three year period.

Printing –

Funds will be used to develop literature on the TPP to be used with potential employers for job development purposes, and for use with families of TPP participants to explain the program and services offered.

Computer Software -

Funds will be used to purchase instructional and administrative computer software and/or software upgrades. Software will be purchased as needed for the delivery of contract services. Students/DOR clients and the TPP staff will use the software for fulfilling IPE goals/activities and for program related administrative tasks.

Travel/Mileage -

Per Diem and transportation costs for TPP staff to travel to contract related trainings and meetings. Mileage expenses for TPP program staff for the delivery of contract services. Reimbursement rates per Exhibit B(F).

Training -

Training costs for TPP staff to attend contract service related workshops and disability related training. All training must be pre-approved by DOR Contract Administrator.

Communication -

Purchase of phones and service charges for cell phones, smart phones and Internet utilized by TPP staff in the delivery of contract services. Cell phone stipend per district reimbursement policy as compensation for use of personal cell phones for communicating with students/DOR clients, staff and in the course of providing contract related services by TPP staff. Purchase of wireless connectivity device such as Mobile Hotspot and monthly service charges such as Mobile Hotspot for use in obtaining Internet access in locations otherwise inaccessible in order to provide contract services to students/DOR clients or in the delivery of other contract related functions.

- Cell phones: \$350 per unit
- Smart phones: \$600 per unit
- Individual monthly service plan \$65

Release/Substitute Time -

Monies to be provided for substitute teachers to replace staff so that they may participate in local, regional and state Transition trainings/meetings.

Interpreter -

Provides interpreting and document translation services for students/DOR clients actively participating in job search, job interviews, job orientation, initial meetings with co-worker and supervisor and any other TPP related meetings/activities.

Transportation -

Costs for transporting students/DOR clients to the local community college or other relevant training sites for department/program/orientation tours and for the delivery of contract services such as travel to/from internship and job sites, interviews, transporting students/DOR clients to obtain clothing/uniforms for jobs, photo IDs, employment documentation, and to facilitate mobility training and job development services.

INDIRECT**Indirect/Administrative Overhead -**

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

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

July 1, 2013 - June 30, 2016

| Contractor Name and Address | | Fiscal Year 2013/14 | | | Fiscal Year 2014/15 | | | Fiscal Year 2015/16 | | | Cooperative agency agrees it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds. |
|--|--|---------------------|--------------------|-------------------------|---------------------|--------------------|-------------------------|---------------------|--------------------|-------------------------|--|
| Item Expenditure | | Annual Salary | Annual Percent FTE | Annual Amount Certified | Annual Salary | Annual Percent FTE | Annual Amount Certified | Annual Salary | Annual Percent FTE | Annual Amount Certified | |
| PERSONNEL - | | | | | | | | | | | |
| Position Title & Time Base | | | | | | | | | | | |
| Program Manager - 1 FTE = 40 hrs/wk, 12 months | | \$153,792.00 | 5% | \$7,689.60 | \$153,792.00 | 5% | \$7,689.60 | \$153,792.00 | 5% | \$7,689.60 | |
| Transition Course Instructor - 1 FTE = 40 hrs/wk 10 months | | \$96,841.00 | 50% | \$48,420.50 | \$96,841.00 | 50% | \$48,420.50 | \$96,841.00 | 50% | \$48,420.50 | |
| Transition Course Instructor - 1 FTE = 40 hrs/wk 10 months | | \$85,165.00 | 50% | \$42,582.50 | \$85,165.00 | 50% | \$42,582.50 | \$85,165.00 | 50% | \$42,582.50 | |
| Lead Transition Services Coordinator - 1 FTE = 40 hrs/wk | | \$96,104.00 | 50% | \$48,052.00 | \$96,104.00 | 50% | \$48,052.00 | \$96,104.00 | 50% | \$48,052.00 | |
| Lead Transition Services Coordinator - 1 FTE = 40 hrs/wk | | \$86,376.00 | 50% | \$43,188.00 | \$86,376.00 | 50% | \$43,188.00 | \$86,376.00 | 50% | \$43,188.00 | |
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SANTA BARBARA UNIFIED SCHOOL DISTRICT TPP CERTIFIED EXPENDITURE BUDGET NARRATIVE

All active employees, in paid status, in a monthly-salaried position of half-time or more are eligible for medical, dental, vision, and life insurance coverage. Benefits have been included in the salaries listed on the attached Certified Expenditure Budget and Service Budget.

Cooperative Program Duties:

Program Manager

- Collaborate with DOR and TPP staff to monitor assignments and progress of TPP program in meeting contract objectives
- Communicate with DOR and TPP staff at regularly scheduled TPP/DOR meetings.
- Provide oversight of billing/invoicing and other related fiscal matters on an ongoing basis.
- Attend contract training meetings.
- Collaborate with Lead Transition Service Coordinators/adjunct staff in producing annual contract/amendments.
- Oversee/supervise TPP program and staff.

Traditional Education Agency Duties:

Director, Special Education

- Administer special education program and curriculum.
- Prepare budgets and staffing for Special Education Program.
- Provide overall management and supervision of special education instruction services for high school students.
- Evaluates staff
- Coordinates staff schedules
- Attend student IEP meetings. Develop and implement IEP/ITP with students and other school support staff

Cooperative Program Duties:

Transition Course Instructor

The Transition Course Instructors will provide employment services within the description of the contract which include the services identified in the Scope of Work as: Transition Vocational Evaluation (TVE), Vocational Instruction (Employment Preparation), and Work Experience/Community Experiences. Duties may include:

- After DOR intake, act as a resource for DOR Counselor in IPE development
- Provide individualized service coordination of the IPE for student/DOR clients and address progress at annual ITP (Individual Transition Plan) meetings
- Coordinate TPP staff at school/program site and in the community
- Collaborate with the TPP Transition Specialist/Job Developers in developing job sites, and assist student/DOR clients in seeking competitive employment
- Conduct student/DOR clients specific case staffing
- Attend TPP meetings, trainings and workshops
- Provide outreach to community groups, students and parents concerning contract services available through TPP
- Serve as a liaison between DOR and Santa Barbara Unified School District personnel

Traditional Education Agency Duties:

Special Education Teacher

- Develop and carry out instructional program to meet individual IEP (Individual Education Plan) goals and objectives
- Assist students in developing independence in learning critical skills and functional academics
- Facilitate participation in selected community college and adult education courses
- Assist students in obtaining high school diplomas if appropriate
- Provide instruction related to using public transportation, shopping, self-help skills, independent living skills and community safety skills

- Assist students in developing the necessary strength and stamina to work longer hours
- Provide transition information at IEP meetings with parents, students and staff
- Collect necessary signatures and documents for TPP referral

Cooperative Program Duties:

Lead Transition Services/Coordinator

The Lead Transition Services Coordinators will provide employment services within the description of the contract which include the services identified in the Scope of Work as: Transition Vocational Evaluation (TVE), Vocational Instruction (Employment Preparation). Duties may include:

- Post-intake, serve as a resource for IPE development
- Participate in regular/ongoing case review with DOR Counselor and/or TPP staff
- Assist with implementation of IPE goals and when appropriate address progress at annual ITP (Individual Transition Plan) meetings
- Provide career counseling services to, or on behalf of student/DOR clients
- Provide support to student/DOR clients in identifying and overcoming barriers to employment as appropriate
- Coordinate with TPP staff regarding employer contacts and assist in identification of work sites
- Approve Job Coach assignments to help ensure adequate job site adjustment and retention for students/DOR clients
- Attend annual contract training meetings
- Coordinate contract development and communicate directly with the DOR Contract Administrator and Program Manager regarding all contract needs and/or concerns. Act as a liaison between DOR and school district personnel
- Maintain on going communication with Program Manager to monitor program progress and for contract development purposes
- Supervise Transition Specialists
- Speak to community groups regarding TPP services
- Share in coordination of cross-training meetings between DOR and TPP staff with DOR staff

Traditional Education Agency Duties:

Special Education Career/Vocational Counselor

- Provide generalized career counseling services to students upon request/as appropriate
- Identify community agencies providing transition assistance and work with Special Education Case Manager to explore post-graduation goals and establish appropriate short term objectives
- Participate in opportunities to collaborate with local interagency groups/committees to facilitate linkages with resources providing transition assistance
- Collaborate with Special Education Case Managers to identify potential TPP referrals
- When requested, provide TPP/DOR information at ITP/IEP meetings to parents, students and school staff
- Collect necessary signatures and documents for TPP referral
- Participate in TPP/DOR intake meetings and process
- Present overview of career center and vocational services to juniors and/or seniors upon request
- Provide training and materials to school site staff regarding transition issues and the development of the Individual Transition Plan (ITP)
- Oversee coordination of annual field trip/enrollment process to Santa Barbara City College for seniors with disabilities
- Act as liaison/maintain ongoing communication between Santa Unified School District and Santa Barbara City College's office of Disabled Students Programs and Services
- Serve as resource to school site staff in facilitating access to DOR for students interested in obtaining services who will not be connecting to DOR through the TPP

INDIRECT

Indirect/Administrative Overhead

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 610)

PLEASE NOTE: This page will not be included with the final Agreement. The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Click on the Standard Contract Language section to expand, then click on GTC 610.

EXHIBIT D
(Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION & COMPLIANCE

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

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

2. DISPUTES

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

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

3. RIGHT TO TERMINATE

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

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

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

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

5. INSURANCE REQUIREMENTS

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

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

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

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

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

liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

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

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

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

When is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

6. CONFLICT OF INTEREST

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

7. CONFIDENTIALITY

- A. Contractor agrees that any report or material created during the performance of this Agreement will not be released to any source except as required by this Agreement or otherwise authorized by DOR.
- B. Contractor agrees that any information obtained in the performance of this Agreement is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- C. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this Agreement and

specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)

- D. Contractor agrees to report any security breach or information security incident involving DOR consumers' personal information to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at ITSB-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 DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
 - 2. Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.
 - 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing DOR consumers' personal information. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptop and desktop, netbooks, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this Agreement.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: <http://www.dor.ca.gov/VRED/Security-n-Privacy-Training.html>.
- I. Additional training and awareness tools are available at the California Office of Information Security (OIS) website and the California Office of Privacy Protection (COPP) website. The COPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

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

B. Annual Federal Audit (For Agreements that received Federal Funds \$500,000 and above):

1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).
2. For DOR Agreement expenditures designated by the independent auditor as major programs, the Contractor agrees to submit one copy of the audit report and all management letters to:

Audit Section
Department of Rehabilitation
721 Capitol Mall, 3rd Floor
Sacramento, CA 95814

3. Copies of the audit report and letters shall be submitted within 30 days after receipt of the auditor's report(s) or nine months following the end of the Contractor's fiscal year. Unless restricted by law or regulation, the auditee shall make copies available for public inspection.

9. COMPETITIVE BIDDING AND PROCUREMENTS

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

10. USE OF SUBCONTRACTOR(S)

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

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

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

11. POTENTIAL SUBCONTRACTORS

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

12. CONTRACT AMENDMENTS

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

13. SOFTWARE

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

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 following federal rules and regulations applicable to its organization as specifically defined in the following, except where the Agreement is more restrictive.

- 2 CFR Part 215/34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 220 (OMB A-21) - Cost Principles for Educational Institutions
- 2 CFR Part 225 (OMB A-87) - Cost Principles for State, Local, and Indian Tribal Governments
- 2 CFR Part 230 (OMB A-122) - Cost Principles for Non-Profit Organizations
- OMB A-133 - Audits of States, Local Governments, and Non-Profit Organizations

The federal regulations are available for review on the Internet at <http://www.whitehouse.gov/omb/circulars>.

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.
- A. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the

Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.

B. Copyrights and Patents: The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

4. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

D. All contractors shall comply with the following statutes and regulations:

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

5. RETURN OF INAPPROPRIATE USE OF FUNDS

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

EXHIBIT F
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES

1. MATCH REQUIREMENTS

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

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

For Agreements that include **CASH MATCH**:

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

2. INDIRECT COSTS

- A. Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR Part, 215, 220, 230 (OMBs). The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures. The allocation of indirect costs cannot be based on an arbitrary fixed rate.
- B. Indirect Costs for Service Budgets: The Contractor may be reimbursed for actual indirect costs subject to this Agreement not to exceed a rate of 15% indirect cost.
- C. Indirect Cost Rate for Certified Expenditure Match: The Contractors "actual" indirect costs may be used to calculate certified expenditures, and not subject to the maximum cap of 15% indirect cost rate as defined in B. above.

3. CONTRACT HANDBOOK

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

4. DOR's CONTRACT MONITORING

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

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices, and Certified Expenditure Summaries, if applicable, are received within 120 days after each fiscal year end or no later than November 1 of that year.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.

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

EXHIBIT G
(COOP/Case Services Agreements-Subvention)

I. CONTRACT MONITORING AND REPORTING

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

- Submitting service invoices (801B) and Certified time expenditure summaries on a quarterly basis
- Submit monthly student/DOR clients progress reports to the assigned vocational rehabilitation counselor. Progress reports should include student/DOR clients name and other necessary or required information
- Ensuring Personnel Activity Reports or time reporting documents are maintained by Contract staff and reflect accurate reporting
- Submitting Personnel Activity Reports or time reporting documents as requested by DOR contract administrator
- Meeting with DOR Contract Administrator and program staff to discuss contract progress at least on a quarterly basis

II. TRANSPORTATION

Santa Barbara TPP staff does provide transportation for up to 7 student/DOR clients passengers.

1 INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

| | | |
|---|--|-----------------------|
| 2 | PAYEE'S LEGAL BUSINESS NAME (Type or Print) | |
| | SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) | E-MAIL ADDRESS |
| | MAILING ADDRESS | BUSINESS ADDRESS |
| | CITY, STATE, ZIP CODE | CITY, STATE, ZIP CODE |

| | | |
|---|---|---|
| <div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">3</div> | <p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</p> <div style="border: 1px solid black; width: 150px; height: 20px; margin: 5px 0;"></div> | <p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p> |
| <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> ESTATE OR TRUST</p> | <p>CORPORATION:</p> <p>MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p>LEGAL (e.g., attorney services)</p> <p>EXEMPT (nonprofit)</p> <p>ALL OTHERS</p> | |
| <p>CHECK ONE BOX ONLY</p> | <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR</p> <p>ENTER SOCIAL SECURITY NUMBER:</p> <div style="border: 1px solid black; width: 150px; height: 20px; margin: 5px 0;"></div> | |

| | |
|--|---|
| <div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">4</div> <p style="text-align: center; margin-top: 10px;">PAYEE RESIDENCY STATUS</p> | <p><input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 40px;">No services performed in California. Copy of Franchise Tax Board waiver of State withholding attached.</p> |
|--|---|

| | | | |
|---|--|------|----------------------|
| 5 | I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below. | | |
| | AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) | | TITLE |
| | SIGNATURE | DATE | TELEPHONE () |

| | | |
|------------------------------|---|--------------------------|
| 6 | Please return completed form to: | |
| | Department/Office: | _____ |
| | Unit/Section: | _____ |
| | Mailing Address: | _____ |
| | City/State/Zip: | _____ |
| | Telephone: (____) _____ | Fax: (____) _____ |
| E-mail Address: _____ | | |

PAYEE DATA RECORD

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

| | | | | | | | | | |
|--|---|--|---------------------|-----------------|---------------------|--------------------------------------|----------------|----------|----------------|
| 1 | <p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p> | | | | | | | | |
| 2 | <p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p> | | | | | | | | |
| 3 | <p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p> | | | | | | | | |
| 4 | <p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table> | Withholding Services and Compliance Section: | 1-888-792-4900 | E-mail address: | wscs.gen@ftb.ca.gov | For hearing impaired with TDD, call: | 1-800-822-6268 | Website: | www.ftb.ca.gov |
| Withholding Services and Compliance Section: | 1-888-792-4900 | E-mail address: | wscs.gen@ftb.ca.gov | | | | | | |
| For hearing impaired with TDD, call: | 1-800-822-6268 | Website: | www.ftb.ca.gov | | | | | | |
| 5 | <p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p> | | | | | | | | |
| 6 | <p>This section must be completed by the State agency requesting the STD. 204.</p> | | | | | | | | |
| | <p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p> | | | | | | | | |

FULL Name of Corporation or Public Agency

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

Name/Position of Person Authorized to Sign Agreement


of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.

CERTIFICATION

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

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

Address Where Board Meeting Held

| | | |
|-----------------------|---|-------------|
| Date of Board Meeting | Signature of Recording Secretary | Date Signed |
| |  | |

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | | |
|---|----------------------------------|--------------------------|
| <i>Contractor/Bidder Firm Name (Printed)</i> | | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>Executed in the County of</i> | |

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.





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GRANT/CONTRACT SIGNATURE AUTHORIZATION


DR 325 (Rev. 12/98) Computer Generated

| | |
|---|---|
| GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814 | SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) |
|---|---|

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

| | | |
|--|-----------------------------|------------------------------|
| Signature  | Name (Please Type or Print) | Title (Please Type or Print) |
| Signature  | Name (Please Type or Print) | Title (Please Type or Print) |
| Signature  | Name (Please Type or Print) | Title (Please Type or Print) |
| Signature  | Name (Please Type or Print) | Title (Please Type or Print) |

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

| | | |
|--|-----------------------------|-------------|
| Authorized Signature per Board Resolution  | Name (Please Type or Print) | Date Signed |
|--|-----------------------------|-------------|

ADDITIONAL AIDE TIME
To be included as part of the 2012/2013 Regional Program Expense

| DISTRICT | # | POSITION | Control # | Coordinator | Teacher | STUDENT | PROGRAM | # HOURS 2011/2012 | # HOURS 2012/2013 | ESTIMATED COST for 2012/2013 | NOTES | # Students per class 2012/13 | CHANGES for 2012/2013 |
|---|----|---------------------|-----------|-------------|-------------|-----------------|------------|----------------------|----------------------|------------------------------------|-------|------------------------------------|--------------------------|
| CEO North | | | | | | | | | | | | | |
| Continue | 15 | McKenzie Jr. High | | JM | Vacant | Student Support | SH/CTE | 6.5/day | 6.5 | \$ 42,614 | SC | 8 | Cont. Services Req. |
| Santa Barbara Requests | | | | | | | | | | | | | |
| Continue | 19 | Signing Interpreter | | | Hope School | Student | DHOH Itin. | 4 | 6 | \$ 46,000 | | | Increase 2 hrs. |
| Continue | 20 | Signing Aide | | | GVJH | Student | DHOH Itin. | 6 | 6 | \$ 29,200 | | | |
| Continue | 21 | Signing Interpreter | | | La Colina | Student | DHOH Itin. | 6 | 6 | \$ 46,000 | | | |
| Continue | 22 | Signing Interpreter | | | San Marcos | Student | DHOH Itin. | 6 | 6 | \$ 46,000 | | | |
| SMJUHSD Request | | | | | | | | | | | | | |
| Continue | 23 | Righetti High | | | Phillely | Classroom | CTE | 6 | 6 | \$ 24,029 | | 13-14 | |
| Total Continue for 2012-13 for all districts/CEO | | | | | | | | | | \$ 836,293 | | | |