

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California 92675

**RESOLUTION NO. 1718-10**

Transition Partnership Project Interagency Agreement  
with the California Department of Rehabilitation

*WHEREAS*, the Board of Trustees agrees to the proposed contract and its stipulations between the State of California, Department of Rehabilitation, and Capistrano Unified School District and said Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

*IT IS HEREBY RESOLVED* the Board of Trustees does hereby authorize Clark Hampton, Deputy Superintendent, Business and Support Services, to sign and execute any and all documents required by the California Department Of Rehabilitation to effectuate the execution of contracts and/or amendments except to increase the financial liability of said corporation or public agency. 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.

AYES: ( )

NOES ( )

ABSENT ( )

ABSTAIN ( )

I, Kirsten Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the, by a roll call vote.

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Patricia Holloway  
Clerk of the Board of Trustees

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Kirsten Vital  
Superintendent  
Secretary of the Board of Trustees

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

**1. PURPOSE**

Subvention: VR Third Party Cooperative/Case Service Agreements:

**2. AUTHORITY**

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

Regulations: 34 CFR 369.2 (b)

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

**3. CONTRACT REPRESENTATIVES**

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

<b>Department of Rehabilitation</b> Leslie Althof, Contract Administrator 7575 Metropolitan Drive, Suite 107 San Diego, CA 92108 (619) 767-2131 (619) 767-2134 - Fax <a href="mailto:Leslie.Aithof@dor.ca.gov">Leslie.Aithof@dor.ca.gov</a>	<b>Capistrano Unified School District</b> Clint Collins, Administrator 31522 El Camino Real San Juan Capistrano, CA 92675 (949) 234-5302 (949) 493-6457 - Fax <a href="mailto:cccollins@capousd.org">cccollins@capousd.org</a>
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**4. DESCRIPTION OF SERVICES/DELIVERABLES**

See attached program description - EXHIBIT A.1

**EXHIBIT A.1**  
**Cooperative Contract**  
**Capistrano 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 San Diego District Office and the Capistrano Unified School District (CUSD). Staff and resources are combined to provide vocational rehabilitation services through this Transition Partnership Project (TPP).

The Capistrano Unified School District (CUSD) Transition Partnership Program (TPP) has been serving south Orange County students/clients in cooperation with the former Southern Coastal District, Laguna Hills Office of the Department of Department of Rehabilitation since 1992. CUSD is the 10<sup>th</sup> largest school district in the state of California with over 50,000 students attending classes, over 14,000 students attend high school programs, and over 1,600 high school students have been identified as having disabilities. CUSD has a total of six comprehensive high schools, a continuation high school, one Community Day High School, and the Post-Secondary Program. The Capistrano TPP utilizes pre-employment pullout and classroom models to develop TPP student/DOR client skills as well as to acquire certified time to support the program. The Capistrano TPP draws referrals from all six comprehensive high schools, which includes; Dana Hills High School, San Clemente High School, Aliso Niguel High School, Tesoro High School, San Juan Hills High School, and Capistrano Valley High School. Additionally, Capistrano TPP serves the Post-Secondary Program (Adult Transition Program – ATP and Continued Learning Adult Special Services – CLASS) addressing the needs of the 16-22 year old students with mild - severe disabilities. The Capistrano TPP is supported by 4.48 Full Time Equivalent (FTE) DOR Rehabilitation Team. All services, funded directly or through certified expenditures, provided through this agreement shall be exclusively for TPP applicants/clients.

Many of the students with qualifying disabilities will be referred to the Program in their sophomore or junior years or two to three years prior to graduation or aging out of CUSD at 22 years old, with an expectation that TPP services may be provided one year after graduation through this contractual agreement, but may be extended on a case by case basis for TPP students/DOR clients who are actively participating in Job Development. TPP staff from CUSD will work closely with the DOR counselors throughout the referral, eligibility, and planning processes to ensure coordinated services that will lead to a successful employment outcome.

The TPP staff will provide employment services including: employment preparation, transition vocational evaluation, job development, work experience opportunities, non-supported employment job coaching, placement and follow up services designed to prepare TPP students/DOR clients to obtain and retain competitive employment.

For fiscal year 2017-2018, a total of 175 unduplicated TPP students/ DOR clients will receive services through this cooperative contract.

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

Open 77 new cases

Develop 55 new Individual Plans for Employment (IPE)

Close 55 cases successfully

For fiscal year 2018-2019, a total of 175 unduplicated TPP students/DOR clients will receive services through this cooperative contract.

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

Open 77 new cases

Develop 55 new Individual Plans for Employment (IPE)

Close 55 cases successfully

## **II. Services to be Provided**

### **Transition Partnership Program (TPP) COOP Pre-Employment TRANSITION SERVICES (PRE-ETS)**

The term "TPP COOP Pre-employment Transition Services (PRE-ETS)" means a coordinated set of activities for a TPP students/DOR client, designed within an outcome-oriented process that promotes movement from school to post school activities. This will include a variety of services in classroom, community, and work settings provided to students with a disability and focus on the following core services:

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

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

The coordinated PRE-ETS activities shall include DOR, the school, and other appropriate agencies that may provide services to the TPP students/DOR client including Regional Centers, the America's Job Centers of California system, and Social Security administration. PRE-ETS services are based upon the individual TPP students/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 TPP 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. PRE-ETS Vocational Evaluation (PRE-ETS/VE)**

**1. DESCRIPTION OF SERVICE**

PRE-ETS Vocational Evaluation services provide an individualized, timely, and systematic process by which a TPP student/DOR client seeking employment learns to identify strengths, barriers to employment, as well as viable vocational options and develop employment goals and objectives. Pre-ETS includes an analysis of the TPP student/DOR client's prior work experience and transferable skills as well as interest in post-secondary training or education, need for and type of work-based learning experiences, need for further job exploration counseling, need for training in workplace readiness, and need for training in self-advocacy skills. Published assessments may include career aptitude, career interest, career skills and interest inventory assessments. Actual work sites may also be used to conduct the evaluation and may include simulated work trials, the opportunity to conduct work activity with paid wages, job exploration, job shadowing, and volunteer activities. Job exploration counseling will be provided in conjunction with the counseling provided by the DOR counselor. Reporting of assessments completed, findings, and recommendations will be provided to the referring DOR Counselor.

The CUSD Career Preparation Dept. will begin working with potential TPP student/DOR client's in PRE-ETS Vocational Evaluation services starting their sophomore year or three years before aging out of CUSD at age 22 years old. These services will be delivered in a variety of capacities, in which early career identification and exploration is developed. CUSD Job technicians/Job Developers work with Work Skills Teachers in the Post-Secondary Program/Site Service Coordinator at the High Schools to assess and interview students during this process. During the evaluative process several different assessments may be used to determine a TPP student/DOR client's current baseline levels. Some of these assessments include; Career Decision Maker, Career Cruising, Career Explorer, California Career Zone, among other forms of assessment. Prior job experience and volunteer is taken into account when determining student's area of interest. Potential barrier to gaining employment and sustaining employment are also taken into account.

**2. Service Outcomes/Number to be served**

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

- There shall be 55 TPP students/DOR clients who receive PRE-ETS Vocational Evaluation services.

During fiscal year 2018/2019, it is expected that:

- There shall be 55 TPP students/DOR clients who receive PRE-ETS Vocational Evaluation services.

During fiscal year 2019/2020, it is expected that:

- There shall be 55 TPP students/DOR clients who receive PRE-ETS Vocational Evaluation services.

**B. Vocational Instruction/Employment Preparation PRE-ETS  
Workplace readiness training:**

**1. DESCRIPTION OF SERVICES**

Vocational Instruction/Employment Preparation PRE-ETS Work Based Readiness Training services consist of vocational rehabilitation instruction with curricular supports which can be provided as a class, in a group, or individually. This secondary school instruction is intended to support both pre-plan and plan activities, goals and objectives and will typically be provided until the student exits the secondary school system. Services will be in concert with the DOR IPE, once it is developed.

The Work Skills Teachers in the Post-Secondary Program/Site Service Coordinator at the High Schools and Job Technicians/Job Developer will provide job seeking skills training and preparation, either individually or in class/group setting, to TPP students/DOR clients prior to entering into a specific job search. The Workplace Communication Specialist also provides vocationally based social skills lessons/activities. These lessons help to prepare TPP students/DOR clients for the work place. It teaches proper social skills and etiquette in a variety of aspects for the work place.

The TPP may enroll the TPP student/DOR client in the TPP/World of Work class for the junior, senior year upon completion of the intake interview and acceptance of the TPP student/DOR client application by the DOR counselor. This class provides instruction and support services that will enable the TPP student/DOR client to research various vocational objectives, educational and training requirements necessary for obtaining and maintaining employment, and labor market information. Functional/community-based curriculum will be included to effectively prepare TPP student/DOR client for independent living and competitive employment. Class activities may include worksite visits, guest speakers, job shadowing, and related activities. An assessment which incorporates the areas of work tolerance, work skills, and other areas related to the significance of disability determination required under Order of Selection will be available to TPP student/DOR client. Recommendations of possible employment placement will be given.

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

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

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

**2. Service Outcomes/Number to be served**

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

- There shall be 45 TPP students/DOR clients who receive Vocational Instruction/Employment Preparation PRE-ETS Work Based Readiness Training services.

During fiscal year 2018/2019, it is expected that:

- There shall be 45 TPP students/DOR clients who receive Vocational Instruction/Employment Preparation PRE-ETS Work Based Readiness Training services.

During fiscal year 2019/2020, it is expected that:

- There shall be 45 TPP students/DOR clients who receive Vocational Instruction/Employment Preparation PRE-ETS Work Based Readiness Training services.

***Plan Activities to include:***

**c. Work Experience/PRE-ETS work-based learning experience**

**1. DESCRIPTION OF SERVICES**

PRE-ETS Work based learning experience includes work experience services consisting of short term placements both on and off campus and monitoring the TPP 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. TPP students/DOR clients may participate in more than one work experience situation. Work experiences are intended to be temporary placements to gain experience in the workplace. They may include instruction in self advocacy, if appropriate. They may also result in the development of any of the following: vocational direction, appropriate work attitudes, ethics, interpersonal skills, speed, and accuracy as well as some limited occupational skills.

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

TPP contract certified time staff will assist TPP students/DOR clients in completing the paperwork necessary to gain work experience and school credits as the Work Experience Education program is developed in CUSD. Work Skills Teachers/Case Manager and Job Technicians will work together to secure work experience placements both on and off campus and monitor the TPP student/DOR client's performance in work experiences. TPP students/DOR clients may participate in more than one work experience situation. Work experiences are expected to develop the following: vocational direction, appropriate work attitudes, ethics, interpersonal skills, speed, accuracy, and occupational skills

**2. Service Outcomes/Number to be served**

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

- There shall be 40 TPP students/DOR clients who receive Work Experience/PRE-ETS work-based learning experience services.

During fiscal year 2018/2019, it is expected that:

- There shall be 40 TPP students/DOR clients who receive Work Experience/PRE-ETS work-based learning experience services.

During fiscal year 2019/2020, it is expected that:

- There shall be 40 TPP students/DOR clients who receive Work Experience/PRE-ETS work-based learning experience services.

#### **d. Job Development, Placement and Follow-up/. PRE-ETS Workplace readiness training**

##### **1. DESCRIPTION OF SERVICES**

Job Technician/Job Developer will assist job ready TPP students/DOR clients, both in school and out-of-school, obtain employment in the community by identifying specific job openings that are appropriate for each TPP student/DOR client, assisting in placing the student/DOR client in the job, orient the student/DOR client to the job, and identify specific ongoing support and resource needs. Activities include:

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

##### **2. Service Outcomes/Number to be served**

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

- There shall be 58 TPP students/DOR clients who receive Job Development/PRE-ETS Workplace Readiness Training services.
- There shall be 58 TPP students/DOR clients placed in employment consistent with the IPE goal.
- The placements shall result in 55 successful DOR closures.



During fiscal year 2018/2019, it is expected that:

- There shall be 58 TPP students/DOR clients who receive Job Development/PRE-ETS Workplace Readiness Training services.
- There shall be 58 TPP students/DOR clients placed in employment consistent with the IPE goal.
- The placements shall result in 55 successful DOR closures.

During fiscal year 2019/2020, it is expected that:

- There shall be 58 TPP students/DOR clients who receive Job Development/PRE-ETS Workplace Readiness Training services.
- There shall be 58 TPP students/DOR clients placed in employment consistent with the IPE goal.
- The placements shall result in 55 successful DOR closures.

**e. PRE-ETS Non-Supported Employment (NSE) Job Coaching**

**1. DESCRIPTION OF SERVICES**

TPP Job Technician/Job Developer and Work Skills Assistant support students with NSE Job Coaching. NSE Job Coaching includes individual client assistance and support on or off-the-job in activities that are employment-related and needed to promote job adjustment and retention. Services depend upon individual client need. Activities include:

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

**2. Service Outcomes/Number to be served**

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

- There shall be 25 TPP students/DOR clients who receive PRE-ETS Non-supported Employment Job Coaching services.

During fiscal year 2018/2019, it is expected that:

- There shall be 25 TPP students/DOR clients who receive PRE-ETS Non-supported Employment Job Coaching services.

During fiscal year 2019/2020, it is expected that:

- There shall be 25 TPP students/DOR clients who receive PRE-ETS Non-supported Employment Job Coaching services.

### **III. Contract Administrator/Program Coordinator**

Leslie Althof  
Contract Administrator  
Department of Rehabilitation  
7575 Metropolitan Dr. #107  
San Diego, CA. 92108  
(619) 767-2131  
(619) 767-2134 (FAX)  
[Leslie.Alothof@dor.ca.gov](mailto:Leslie.Alothof@dor.ca.gov)

Clint Collins  
Administrator  
Capistrano Unified School District  
31522 El Camino Real  
San Juan Capistrano, CA. 92675  
(949) 234-5302  
(949) 493-6457 (FAX)  
[cccollins@capousd.org](mailto:cccollins@capousd.org)

### **IV. Linkages to Other Community Agencies**

The Capistrano Unified School District TPP has regular contact and on-going working relationships with the following agencies to increase opportunities for TPP students/DOR clients and avoid duplication of services:

- Local One-Stop
- Saddleback Community College
- Conservation Corps
- The Orange County Task Force
- Chambers of Commerce
- Orange County Department of Education
- Vital Link
- Workability I Special Education services
- ROP
- WIOA Services
- South Orange County Family Resource Centers
- Community employers/sponsors.

### **V. In Service Training**

Capistrano TPP staff and DOR staff, through quarterly joint-unit meetings, will be cross-trained in the other agency's mission, services and methods, procedures, and professional approach. CUSD TPP staff will participate in monthly collaborative meetings and bi-weekly staff meetings. CUSD TPP staff and Work Skills Teachers in the Post-Secondary Program/Site Service Coordinator at the High Schools will participate twice a year in In-service trainings. CUSD TPP staff participates in monthly Orange County Adult Transition Task Force meetings.

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

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

**A. Service Budget Payment of Expenditure**

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

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

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

### C. Appropriate Expenditures

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

### D. Invoice Claim Adjustments

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

### E. Budget Contract Amendments

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

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

### F. Travel Reimbursements

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

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

## **2. BUDGET CONTINGENCY CLAUSE**

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

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

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

## **4. PROMPT PAYMENT CLAUSE**

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

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

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

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

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

## **6. ACCOUNTING SYSTEM REQUIREMENTS**

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

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

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

# Capistrano Unified School District

## DOR Program Budget July 1, 2017 - June 30, 2020

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FY 7/1/2017 to 6/30/2018 TOTAL</u>	<u>FY 7/1/2018 to 6/30/2019 TOTAL</u>	<u>FY 7/1/2019 to 6/30/2020 TOTAL</u>
Rehabilitation Team Unit 1 FTE = \$110,377	Units	4.48	4.48	4.48
		\$494,489	\$494,489	\$494,489
Case Services (Individual Consumer Expenses)		191,766	191,766	191,766
	<b>SUBTOTAL</b>	<b>\$686,255</b>	<b>\$686,255</b>	<b>\$686,255</b>
Case Service Contract(s):				
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL DOR PROGRAM COST</b>		<b>\$686,255</b>	<b>\$686,255</b>	<b>\$686,255</b>

**Capistrano Unified School District TPP**

**Program Budget and Match Summary**  
**July 1, 2017 - June 30, 2020**

	FY 7/1/2017 to 6/30/2018	FY 7/1/2018 to 6/30/2019	FY 7/1/2019 to 6/30/2020
	<u>TOTALS</u>	<u>TOTALS</u>	<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$686,255	\$686,255	\$686,255
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$746,322	\$746,322	\$746,322
<b>TOTAL FEDERAL COSTS</b>	<b>\$1,432,577</b>	<b>\$1,432,577</b>	<b>\$1,432,577</b>
Certified Match (If applicable)	\$519,350 26.61%	\$519,350 26.61%	\$519,350 26.61%
Total Federal Share	\$1,432,577 73.39%	\$1,432,577 73.39%	\$1,432,577 73.39%
Cash Match (If applicable)	\$0 0%	\$0 0%	\$0 0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
<b>TOTAL STATE MATCH</b>	<b>\$519,350</b>	<b>\$519,350</b>	<b>\$519,350</b>

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



STATE OF CALIFORNIA  
 TPP PETS SERVICE BUDGET

Contractor Name and Address  
 Capistrano Unified School District  
 33122 Valle Rd.  
 San Juan Capistrano, CA 92675

Contract Number  
 7-1-2017 to 6-30-2018  
 Effective Date (Amendments Only)

Federal ID Number  
 85-2321055  
 Budget Period  
 7-1-2018 to 6-30-2020  
 Effective Date (Amendments Only)

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 1 of 1

Line No.	Description	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	TPP Program Administrator 1FTE=40 hrs/wk	\$172,716.00	0.60	\$103,629.60	\$194,039.00	0.60	\$110,423.40	\$194,039.00	0.60	\$117,840.60
2	TPP Clinical 1FTE=40 hrs/wk 12 mon	\$70,230.00	0.25	\$17,557.50	\$70,804.00	0.25	\$17,701.00	\$71,831.00	0.25	\$17,907.75
3	TPP Clinical 1FTE=40 hrs/wk 12 mon	\$54,218.00	0.90	\$48,796.20	\$56,371.00	0.90	\$50,733.90	\$58,784.00	0.90	\$52,905.60
6	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$40,572.00	0.03	\$1,817.16	\$62,990.00	0.03	\$1,895.70	\$69,692.00	0.03	\$1,970.97
7	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$63,719.00	0.03	\$1,971.57	\$65,254.00	0.03	\$1,987.62	\$73,318.00	0.03	\$2,010.66
8	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$72,017.00	0.03	\$2,160.51	\$72,550.00	0.03	\$2,176.50	\$73,318.00	0.03	\$2,199.54
9	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$93,201.00	0.03	\$2,796.03	\$93,790.00	0.03	\$2,813.70	\$94,637.00	0.03	\$2,839.11
10	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$77,085.00	0.03	\$2,312.55	\$77,820.00	0.03	\$2,328.60	\$78,388.00	0.03	\$2,351.64
11	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$68,977.00	0.03	\$2,069.31	\$71,514.00	0.03	\$2,145.42	\$74,398.00	0.03	\$2,230.77
12	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$65,719.00	0.03	\$1,971.57	\$66,254.00	0.03	\$1,987.62	\$67,022.00	0.03	\$2,010.66
13	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$63,200.00	0.03	\$1,896.00	\$63,789.00	0.03	\$1,913.97	\$64,637.00	0.03	\$2,039.11
14	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$24,177.00	0.03	\$725.31	\$25,355.00	0.03	\$760.65	\$26,675.00	0.03	\$800.25
15	Admin Subtotal			\$188,093.31			\$197,161.78			\$207,106.86
16	PETS direct services Personnel									
17	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$60,672.00	0.72	\$43,611.84	\$62,990.00	0.72	\$45,352.80	\$65,698.00	0.72	\$47,333.28
18	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$65,719.00	0.72	\$47,317.68	\$66,254.00	0.72	\$47,702.88	\$67,022.00	0.72	\$48,256.64
19	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$72,017.00	0.72	\$51,852.24	\$72,550.00	0.72	\$52,236.00	\$73,318.00	0.72	\$52,788.96
20	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$83,201.00	0.72	\$55,904.72	\$83,790.00	0.72	\$60,328.80	\$84,637.00	0.72	\$60,839.64
21	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$77,085.00	0.72	\$55,501.20	\$77,820.00	0.72	\$55,886.40	\$78,388.00	0.72	\$58,439.36
22	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$68,977.00	0.72	\$49,683.44	\$71,514.00	0.72	\$51,480.08	\$74,398.00	0.72	\$53,539.48
23	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$65,719.00	0.72	\$47,317.68	\$66,254.00	0.72	\$47,702.88	\$67,022.00	0.72	\$48,256.64
24	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$63,200.00	0.87	\$52,984.00	\$63,789.00	0.87	\$55,804.43	\$64,637.00	0.87	\$57,534.19
25	TPP Job TechJob Dev 1FTE=40 hrs/wk 12 mon	\$24,177.00	1.00	\$24,177.00	\$25,355.00	1.00	\$25,355.00	\$26,675.00	1.00	\$27,322.02
26	Subtotal Pay			\$5,000.00			\$4,000.00			\$4,000.00
27	PETS Subtotal			\$486,728.00			\$462,851.27			\$471,229.89
28	Personnel Subtotal			\$644,733.11			\$660,113.05			\$679,358.45
29	OPERATING SUPPLIES									
30	Mileage			\$22,000.00			\$22,000.00			\$17,000.00
31	Travel			\$1,000.00			\$1,000.00			\$1,000.00
32	Instructional Materials			\$10,000.00			\$10,000.00			\$9,000.00
33	Office Supplies/Printing			\$8,181.00			\$8,181.00			\$8,300.00
34	Transportation			\$12,000.00			\$11,000.00			\$4,500.00
35	Training			\$4,000.00			\$2,188.00			\$1,871.00
36	Text/Supplies/Supplies			\$16,094.00			\$10,279.00			\$5,843.00
37	Communication			\$892.00			\$892.00			\$892.00
38	Operating Subtotal			\$74,967.00			\$53,891.00			\$40,084.00
39	Personnel and Operating Subtotal			\$719,000.11			\$719,000.05			\$719,000.45
40	Indirect Rate Percentage			3.80%			3.80%			3.80%
41	Indirect Cost			\$27,322.00			\$27,322.00			\$27,322.02
42	TOTAL (rounded to nearest dollar)			\$746,322			\$746,322			\$746,322

## **CAPISTRANO UNIFIED SCHOOL DISTRICT TPP SERVICE BUDGET NARRATIVE**

### **PERSONNEL:**

#### **BENEFITS**

Benefits for full-time classified employees include Health and Welfare (\$10,488 per FTE), PERS, Medicare, U/I and Wk Comp (24.158% of salary)

Benefits for full-time certificated employees include Health and Welfare (\$11,674 per FTE), STERS, Medicare, U/I and Wk Comp (16.650% of salary)

#### **TPP PROGRAM ADMINISTRATOR:**

The Program Administrator will provide TPP services within the description of the contract services.

##### **Primary TPP Contract Duties :**

- Manages overall TPP program
- Supervises TPP Job technicians
- Coordinates and monitors TPP referrals and intakes
- Aids in community/school outreach for TPP
- Responsible for TPP interagency coordination and collaborations
- Responsible for TPP collaboration, and representations within school district programs, administration, and activities.
- Oversees, revises, and develops TPP curriculum
- Attends Orange County Task Force for TPP
- Coordinates and interfaces with TPP Work Skills Teachers
- Leads program meetings of TPP staff
- Interfaces with the Local and Regional DOR Offices and administrators
- Coordinates employers and job sites for TPP
- Develops program worksites/Job Placement for TPP student/DOR clients
- Coordinates Transition Services / Program for TPP student/DOR clients
- Develop and maintain TPP budget
- Develop and maintain budget and TPP contract requirements
- Participate in TPP student/DOR client IEPs/ITPs as requested by instructors/parents/students, not mandated or provided by Education.

##### **Traditional Education Agency Duties:**

#### **PROGRAM ADMINISTRATOR**

Administrator, Post-Secondary Programs (ATP/CLASS) and Bridges High School

- Provides administrative support for operation of District programs
- Administrates the Workability I program

#### **TPP CLERICAL**

##### **Primary TPP Contract Duties (2 partial FTE positions):**

- Performs general clerical duties directly related to the TPP
- Filing and organization of TPP records
- Organizing and accumulation of certified time records
- Tracking of TPP expenditures/certified time
- Distribution of correspondence/communication related to TPP
- Assist with the organization/implementation of TPP job technician and work skills activities.

- Assists in coordinating communication and functional collaboration between TPP and other Transition programs for more effective use of Transition resources for TPP student/DOR client.

#### **Traditional Education Agency Duties:**

##### **Clerical**

Keep attendance data of school staff and students

- Respond to school related phone calls and communication
- Respond to teachers needs in classrooms
- Maintain classroom/school supplies
- Order school/classroom materials

#### **TPP JOB TECHNICIAN/JOB DEVELOPER**

##### **Primary TPP Contract Duties:**

###### **- Administrative Duties:**

- Attend Quarterly DOR Meetings
- Collect certified time from TPP certified staff

###### **- Pre-ETS Direct Services:**

- Job Development Pre-ETS Workplace Readiness Training
- Pre-ETS NSE Job Coaching
- Job site support
- Perform Pre-ETS Vocational Evaluations (VE)
- Work Skills Coaching
- Assist TPP student/DOR clients with the collection and completion of documentation for DOR applicants.
- Coordination of intake interviews with TPP student/DOR clients, parents, and DOR
- Attend and help facilitate TPP intake meetings with TPP student/DOR clients, parents, and DOR
- Coordination of TPP referrals at school site
- Job skill training
- Maintains documentation on individual TPP student/DOR clients
- Coordinates and directs job club activities
- Employment Preparation/Vocational Instruction/Pre-ETS Workplace Readiness Training  
Assists with interview prep, resume writing, applications, job search, pre-employment skills development, communication/social skill development, career interest and skill assessment, portfolio development.
- Work site evaluation/assessment
- Complete DOR updates on TPP student/DOR clients
- Coordinating TPP student/DOR client worksite visits, job shadowing
- Coordination of guest speakers, worksite visits for TPP
- Mobility training
- Participates in TPP student/DOR client IEPs/ITPs as requested by instructors, not mandated or already provided by Education
- Supports initial placement of TPP student/DOR clients in employment positions establishing accommodations including technology and natural supports for successful employment

#### **Traditional Education Agency Duties:**

##### **JOB TECHNICIAN/JOB DEVELOPER**

- Aide positions assist teachers with clerical work in the classroom
- Work in a classroom setting assisting all students in academic achievement work.
- Assist all students with vocational development in academic/school settings

#### **Substitute Pay**

Provides substitutes to release Education Agency teachers and Job Techs/Job Developers for contract related trainings and other duties

### **OPERATING EXPENSES**

#### **Mileage**

Provides for mileage reimbursements and travel expenses for job development and other program activities for Cooperative Agency staff only. Rate to be paid per and not to exceed CalHR established rates.

#### **Travel**

Provides travel expenses, per diem and mileage reimbursement for TPP contract staff in order to attend contract related training. Rate to be paid and not to exceed CalHR established rates.

#### **Instructional Materials**

Provides for books and supplies (e.g. portfolios, curriculum, vocational assessments, etc.) for TPP student/DOR client in TPP for Employment Preparation.

#### **Office Supplies/Printing**

Office supplies needed for the contract includes, but not limited to, pens pencils, paper. Printing of TPP related documents for TPP student/DOR clients,

#### **Transportation**

Provides the cost of chartered or district school buses for TPP student/DOR clients to take part in contract services.

#### **Training**

Provides for cost of attendance at TPP-related training. Training must be applicable to services outlined in the contract and written pre-approval must be given by the Department of Rehabilitation Contract Administrator.

#### **Theft Sensitive Items**

Provides funding for technology to be used with TPP students/DOR clients. These items will consist of Chromebooks, computers, projectors, and printers. Such items will be used to help develop resumes, career explorations, interview training, job searches, portfolio building, technology scheduling and organization, filling out job application, and other technology resources.

##### **Year 1 (2017-2018) purchases**

- 20 Chromebooks (\$312 each = \$6,240)
- 10 computers (\$771 each = \$7,710)
- 2 projectors (\$672 each = \$1,344)
- 2 printers (\$400 each = \$800)
- Total = \$16,094

##### **Year 2 (2018-2019) purchases**

- 15 Chromebooks (\$312 each = \$4,680)
- 5 computers (\$771 each = \$3,855)
- 2 projectors (\$672 each = \$1,344)

- 1 printers (\$400)
- Total = \$ 10,279

**Year 3 (2016-2017) purchase**

- 5 computers (\$771 each = \$3,855)
- 4 Chromebooks (\$312 each = \$1,248)
- 1 printers (\$400)
- Total = \$5,503

**Communication**

Cell phone service for communication between the office, job sites, and TPP staff. This is used for emergencies and for TPP student/DOR client placement.

**Indirect Costs:** Indirect costs as approved by the California Department of Education and Capistrano Unified School District. Central Administrative costs (e.g. Chief Financial Officer, building/office facilities expenses, personnel, data processing, maintenance, and operations).

# COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

July 1, 2017 - June 30, 2020

Contractor Name and Address		7-1-2017 to 6-30-2018				7-1-2018 to 6-30-2019				7-1-2019 to 6-30-2020			
Capistrano Unified School District 33122 Valle Rd. San Juan Capistrano, CA 92675		Item Expenditure				Funds							
PERSONNEL - Position Title & Time Base		Annual Salary Per FTE	Annual FTE	Annual Amount Certified	Annual Salary Per FTE	Annual FTE	Annual Amount Certified	Annual Salary Per FTE	Annual FTE	Annual Amount Certified	Annual Salary Per FTE	Annual FTE	Annual Amount Certified
Site Service Coordinator 1FTE=40 hrs/wk 10 mon		\$100,000.00	1.20	\$120,000.00	\$100,000.00	1.20	\$120,000.00	\$100,000.00	1.20	\$120,000.00	\$100,000.00	1.20	\$120,000.00
Work Skills Teacher/Case Mgr 1FTE=40hr/wk 10 mon		\$110,000.00	2.40	\$264,000.00	\$110,000.00	2.40	\$264,000.00	\$110,000.00	2.40	\$264,000.00	\$110,000.00	2.40	\$264,000.00
Work Skills Assts 1FTE=30 hrs/wk 10 mon		\$25,000.00	4.60	\$115,000.00	\$25,000.00	4.60	\$115,000.00	\$25,000.00	4.60	\$115,000.00	\$25,000.00	4.60	\$115,000.00
Workplace Comm Spec. 1FTE=40 hr/wk 10 mon		\$55,000.00	0.37	\$20,350.00	\$55,000.00	0.37	\$20,350.00	\$55,000.00	0.37	\$20,350.00	\$55,000.00	0.37	\$20,350.00
Personnel Subtotal				\$519,350.00			\$519,350.00			\$519,350.00			\$519,350.00
OPERATING EXPENSES													
Operating Subtotal													
Personnel and Operating Subtotal				\$519,350.00			\$519,350.00			\$519,350.00			\$519,350.00
TOTAL EXPENDITURES "CERTIFIED"				\$519,350			\$519,350			\$519,350			\$519,350

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**Certified Expenditure Budget Narrative**

The following personnel will be assigned to the Cooperative Program, with the concurrence of the DOF district administrator. These personnel will function for a specified portion of their time in a vocational rehabilitation role, and that portion of their time will be certified for use by DOR for federal matching purposes (see Cooperative Agency Certified Budget Summary). This role will involve the provision of specific vocational rehabilitation services which are other than the traditional personnel roles/services of the Cooperative Agency (CA). In order to identify the difference in function between their Cooperative Agency role and their vocational rehabilitation role, the following comparisons are made between their traditional and new duties (which constitute a "new pattern of service").

Benefits for each employee are calculated on the following basis; Benefits for full-time classified employees include Health and Welfare (\$10,488 per FTE), PERS, Medicare, U/I and Wk Comp (24.158% of salary) Benefits for full-time certificated employees include Health and Welfare (\$11,674 per FTE), STERS, Medicare, U/I and Wk Comp (16.650% of salary).

**Personnel**

<b>Traditional Education Agency Duties</b>	<b>Primary TPP Contract Duties</b>
<u><b>Teachers (6)</b></u> Teach basic core subjects, plans daily classroom activities, develops a general program designed to meet students' individual needs based upon the IEP	<u><b>Site Service Coordinators</b></u> <ol style="list-style-type: none"> <li>1. Administer assessment for TPP student/DOR clients focused on job seeking skills and general work maturity training;</li> <li>2. Assist in service delivery activities with Job Technicians/Job Developers;</li> <li>3. Collect needed TPP student/DOR client information to determine DOR eligibility.</li> </ol>
<u><b>Teachers for Mod/Severe Classes (3 FTE)</b></u> Teaches basic living skills, instruction in classroom setting, develops instruction designed to meet students' individual needs dictated by IEP.	<u><b>Work Skills Teacher/Case Manager</b></u> <ol style="list-style-type: none"> <li>1. Implement activities designed to develop work skills at work settings outside of the classroom supported by instruction and worksite coaching for TPP;</li> <li>2. Develops plans designed to develop TPP Student's/DOR client's employment skills;</li> <li>3. Interfaces with DOR counselor, Program Coordinator and Job Technician/Job Developer to (coordinate services for TPP students/DOR clients);</li> <li>4. Collects TPP student/DOR client information to assist the DOR counselor in determining DOR eligibility.</li> </ol>

<p><b><u>Aides for Mod/Severe classes (4.6 FTE):</u></b>  <b>Assists with academic instruction and personal care of Intellectually Disabled Students</b></p>	<p><b><u>Work Skills Assistants</u></b>  1. Assists with TPP worksite instruction;  2. Assists with mobility training for TPP student/DOR client;  3. Monitors TPP worksites;  4. Provides instruction for TPP students/DOR clients on work skills development;  5. Monitors appropriate social/work behavior and provides coaching for TPP student/DOR client.</p>
<p><b><u>Speech and Language Specialist (1)</u></b>  <b>Addresses speech therapy needs identified students' IEPs</b></p>	<p><b><u>Workplace Communication Specialist</u></b>  1. Identifies workplace communication needs  2. Provides group and individual instruction regarding vocabulary, communication skills and etiquette in the workplace</p>



## **EXHIBIT C**

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

**PLEASE NOTE:** The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Click on the Standard Contract Language section to expand, then click on GTC 4/2017.

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

**SPECIAL TERMS AND CONDITIONS**

**1. NOTIFICATION & COMPLIANCE**

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

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

**2. DISPUTES**

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

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

**3. RIGHT TO TERMINATE**

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

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

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

#### **5. INSURANCE REQUIREMENTS**

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

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

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

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

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

insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

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

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

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

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

## **6. CONFLICT OF INTEREST**

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

## **7. CONFIDENTIALITY**

- A. Contractor agrees to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.
- C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or

personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at [iso@dor.ca.gov](mailto:iso@dor.ca.gov).

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

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

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

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by

the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.

2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
  3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
  4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
  5. Contractor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the five (5) year period, whichever is later.
- B. Annual Federal Audit (For Agreements that received Federal Funds \$750,000 and above):
1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with 2 CFR 200.

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

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

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

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

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

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

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

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

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

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

#### **13. SOFTWARE**

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

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

DOR is requiring nonexpendable items to be listed and purchased under a separate line item titled "Theft Sensitive Items". The contractor shall maintain an inventory record for each nonexpendable item purchased or built with funds provided under the terms of the contract. The inventory record of each item shall include the date acquired, total cost, serial number, model

identification and any other information or description necessary to identify said item. A copy of the inventory record must be submitted annually to the State Contract Administrator.

The following items, regardless of cost must be inventoried:

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

#### **15. ATTRIBUTION**

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



## **EXHIBIT E**

### **(Standard Agreement - Subvention)**

#### **ADDITIONAL PROVISIONS – Federally Funded Agreements**

##### **1. FEDERAL REQUIREMENTS**

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

##### **2. FEDERAL FUNDING INTELLECTUAL PROPERTY**

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

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

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

#### **4. PROHIBITION ON TAX DELINQUENCY**

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

(Franchise Tax Board) [https://www.ftb.ca.gov/aboutFTB/Delinquent\\_Taxpayers.shtml](https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml),  
(Board of Equalization) <http://www.boe.ca.gov/sutax/top500.htm>

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

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All contractors shall comply with the following statutes and regulations:
  - 1. Subject: Discrimination on the basis of race, color, or national origin.  
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).  
Regulation: 34 CFR part 100.
  - 2. Subject: Discrimination on the basis of sex  
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).  
Regulations: 34 CFR part 106.
  - 3. Subject: Discrimination on the basis of handicap.  
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).  
Regulation: 34 CFR part 104handicap.
  - 4. Subject: Discrimination on the basis of age.  
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).  
Regulation: 34 CFR part 110

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

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

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

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

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

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

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

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

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

**ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES**

**1. MATCH REQUIREMENTS**

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

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

For Agreements that include **CASH MATCH**:

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

**2. INDIRECT COSTS**

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. There is no cap on

the certified match, however, indirect costs over 40% require a copy of the rate approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

### **3. CONTRACT HANDBOOK**

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

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

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

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1<sup>st</sup>, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.
- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.

**J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:**

- **Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.**
- **Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.**
- **Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.**
- **Verify that Contract staff provide services only to authorized DOR consumers.**

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

**NEWPORT MESA UNIFIED SCHOOL DISTRICT**  
**ADDITIONAL PROVISIONS**

**I. CONTRACT MONITORING AND REPORTING**

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

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

**II. TRANSPORTATION**

Capistrano Unified School District TPP provides transportation to 16 or more TPP students/DOR clients, including the driver, through the school busing services, which is funded through the transportation line item in the Service Budget.

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

AGREEMENT NUMBER

30402

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

Capistrano Unified School District

2. The term of this Agreement is: July 1, 2017 through June 30, 2020

3. The maximum amount of this Agreement is: **\$2,238,966.00** Certified Expenditure: **\$1,558,050.00**

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	8 pages
Exhibit B - Budget Detail and Payment Provisions	4 pages
Contractor's Program Budget and Narrative	10 pages
Exhibit C* - General Terms and Conditions	GTC 4/2017 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](http://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.)

Capistrano Unified School District

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Clark Hampton, Deputy Superintendent, Business and Support Services

ADDRESS

31522 El Camino Real, San Juan Capistrano, CA 92675  
33122 Valle Road, San Juan Capistrano, CA 92675 (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:



**PAYEE DATA RECORD**(Required when receiving payment from the State of California in lieu of IRS W-9)  
STD. 204 (Rev. 6-2003)

<b>1</b>	<b>INSTRUCTIONS:</b> 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. <b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.														
<b>2</b>	<b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print) Capistrano Unified School District <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)</td> <td><b>E-MAIL ADDRESS</b></td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td><b>MAILING ADDRESS</b></td> <td><b>BUSINESS ADDRESS</b></td> </tr> <tr> <td></td> <td>33122 Valle Road</td> </tr> <tr> <td><b>CITY, STATE, ZIP CODE</b></td> <td><b>CITY, STATE, ZIP CODE</b></td> </tr> <tr> <td></td> <td>San Juan Capistrano, CA 92675</td> </tr> </table>			<b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)	<b>E-MAIL ADDRESS</b>	 		<b>MAILING ADDRESS</b>	<b>BUSINESS ADDRESS</b>		33122 Valle Road	<b>CITY, STATE, ZIP CODE</b>	<b>CITY, STATE, ZIP CODE</b>		San Juan Capistrano, CA 92675
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	33122 Valle Road														
<b>CITY, STATE, ZIP CODE</b>	<b>CITY, STATE, ZIP CODE</b>														
	San Juan Capistrano, CA 92675														
<b>3</b>	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> 9   5   -   2   3   2   1   0   5   5  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> <b>PARTNERSHIP</b>   <input type="checkbox"/> <b>ESTATE OR TRUST</b> </div> <div style="width: 45%;"> <b>CORPORATION:</b>  <input type="checkbox"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.)  <input type="checkbox"/> <b>LEGAL</b> (e.g., attorney services)  <input type="checkbox"/> <b>EXEMPT</b> (nonprofit)  <input checked="" type="checkbox"/> <b>ALL OTHERS</b> Public Entity         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR</b>  <b>ENTER SOCIAL SECURITY NUMBER:</b>          -     -          <small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small> </div> <div style="width: 45%; border-left: 1px solid black; padding-left: 10px;"> <b>NOTE:</b>            Payment will not be processed without an accompanying taxpayer I.D. number.         </div> </div>														
<b>4</b>	<b>PAYEE RESIDENCY STATUS</b> <input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <div style="margin-left: 20px;"> <input type="checkbox"/> No services performed in California.  <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.         </div>														
<b>5</b>	<p style="text-align: center;"><b>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.</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)</td> <td><b>TITLE</b></td> </tr> <tr> <td colspan="2">Clark Hampton</td> <td>Deputy Superintendent</td> </tr> <tr> <td><b>SIGNATURE</b></td> <td><b>DATE</b></td> <td><b>TELEPHONE</b></td> </tr> <tr> <td></td> <td></td> <td>049 ) 234-9211</td> </tr> </table>			<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)		<b>TITLE</b>	Clark Hampton		Deputy Superintendent	<b>SIGNATURE</b>	<b>DATE</b>	<b>TELEPHONE</b>			049 ) 234-9211
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Clark Hampton		Deputy Superintendent													
<b>SIGNATURE</b>	<b>DATE</b>	<b>TELEPHONE</b>													
		049 ) 234-9211													
<b>6</b>	<b>Please return completed form to:</b>  <b>Department/Office:</b> _____ <b>Unit/Section:</b> _____ <b>Mailing Address:</b> _____ <b>City/State/Zip:</b> _____ <b>Telephone:</b> (____) _____ <b>Fax:</b> (____) _____ <b>E-mail Address:</b> _____														

**PAYEE DATA RECORD**

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

1	<p><b><u>Requirement to Complete Payee Data Record, STD. 204</u></b></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><b><u>Are you a California resident or nonresident?</u></b></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><b><u>Privacy Statement</u></b></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>								

CCC 04/2017

**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>Clark Hampton, Deputy Superintendent, Business and Support Services</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 11102) (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 lesser 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](http://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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **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.

**GRANT/CONTRACT SIGNATURE AUTHORIZATION**


DR 325 (Rev. 12/98) Computer Generated

<b>GRANTEE/CONTRACTOR:</b>  STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	<b>SUBGRANTEE/CONTRACTEE:</b> (Legal Corporation/Public Agency Name & Address)  Capistrano Unified School District 33122 Valle Rd San Juan Capistrano, California 92675
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature 	Name (Please Type or Print) Clark Hampton	Title (Please Type or Print) Deputy Superintendent, Business and Support Services
Signature 	Name (Please Type or Print) Greg Merwin	Title (Please Type or Print) Associate Superintendent, Student Support Services
Signature 	Name (Please Type or Print) Donald Mahoney	Title (Please Type or Print) Assistant Superintendent, Special Education/SELPA
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) Kirsten Vital	Date Signed
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Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	