EXHIBIT A (Standard Agreement - Subvention) Scope of Work

1. PURPOSE

Third Party Cooperative Agreement

2. AUTHORITY

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

sections 19008 and 19013.

Regulations: 34 C.F.R. 361.28

Assistance Listing Number: 84.126

3. CONTRACT ENTITIES

Department of Rehabilitation	Lodi Unified School District
San Joaquin Valley District	1305 E. Vine Street
2550 Mariposa Mall, Room 2000	Lodi, CA 95240
Fresno, CA 93721	

4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description – EXHIBIT A.1

EXHIBIT A.1

(Standard Agreement - Subvention)
Contractor's Description of Services/Deliverables
Lodi Unified School District
Transition Partnership Program (TPP)

SCOPE OF WORK

I. Introduction

This contract is between Lodi Unified School District (henceforth known as "the Program"), which is a State or local public agency, and the California Department of Rehabilitation (DOR) San Joaquin Valley District. This third-party cooperative agreement (TPCA) is designed to jointly serve the mutual unduplicated individuals and/or recipients of DOR services (henceforth referred to as 'participant') receiving services from the Program and DOR. Under this cooperative agreement, the Program will ensure that the services provided are not the customary or typical services provided by the Program but rather are new services that have a vocational rehabilitation focus or are existing services that have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.

Students with disabilities age 16-21 enrolled in the Lodi Unified School District, including those with significant disabilities, will be referred by and to the Program for DOR Student Services beginning at age 16. Program staff will work closely with the designated DOR counselor(s) throughout the referral, application, eligibility, planning, and follow-up processes to ensure coordination in the provision of services and information intended to assist in career planning; collaborative intake and planning meetings; linkages to school based vocational programs; and follow-up services for participants to support training and employment career goals.

Services will be delivered in a format that provides a structure to follow, builds upon employment skills, and is designed to be flexible for participants. A course will be available for participants at the High Schools which will focus on DOR Student Services. This course will include an opportunity to participate in an expanded Work-based Learning Experience. Throughout the course, the program will provide guest speakers, trainings, and opportunities for participation in industry tours.

As directed by the Workforce Innovation and Opportunity Act (WIOA), DOR has allocated 210 staff towards the provision of DOR Student Services. The Program will be supported by DOR staff, including DOR Student Services staff. The service design is based on best practices developed by the Program, CaPROMISE and WorkAbility I programs and is intended to expand the provision of DOR Student Services to reach a greater number of participants within the Lodi Unified School District. Services will also be made available to DOR Participants of Blind Field Services (BFS) District as appropriate.

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

DOR Student Services

- Job Exploration Counseling
- Workplace Readiness Training
- Work-based Learning Experiences
- Instruction in Self-Advocacy
- Counseling on Post-Secondary Education

The program may provide DOR Student Services to participants who are not younger than 16 nor older than 21 years, unless the participant is participating in a special education program and receiving services beyond the age of 21 such as adult transition programs. Programs may provide

DOR Student Services up to one year post exit from High School if the participant is enrolled in a post-secondary education setting and still satisfies the definition of a student with a disability. Otherwise, upon exit from high school, DOR Student Services will end.

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

DOR STUDENT SERVICES – DOR GOALS

<u>For fiscal year 2024-2025</u>, a total of 740 unduplicated participants with disabilities will receive DOR Student Services through this contract.

It is expected that DOR will open 200 new cases from the referrals made by the Program.

<u>For fiscal year 2025-2026</u>, a total of 740 unduplicated participants with disabilities will receive DOR Student Services through this contract.

It is expected that DOR will open 200 new cases from the referrals made by the Program.

<u>For fiscal year 2026-2027</u>, a total of 740 unduplicated participants with disabilities will receive DOR Student Services through this contract.

It is expected that DOR will open 200 new cases from the referrals made by the Program.

II. Assurances

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

- (1) The services provided by the Program, as the public cooperating agency, are not the customary or typical services provided by that agency but are new services that have a vocational rehabilitation focus or existing services that have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.
- (2) The services provided by the Program, as the cooperating agency, are only available to applicants for, or recipients of, services from DOR.
- (3) Program expenditures and staff providing services under the cooperative arrangement are under the administrative supervision of DOR (e.g., the Program will provide only those services that have been authorized by DOR under this cooperating arrangement).
- (4) All requirements of the vocational rehabilitation services portion of the Unified or Combined State Plan, including a State's order of selection, will apply to all services provided under the cooperative arrangement.

III. Services to be Provided.

DOR STUDENT SERVICES

DOR Student Services are a coordinated set of services available for students with disabilities, to provide transition services to students from the age of 16 through 21, unless the student is participating in a special education program and receiving services beyond the age of 21 (for students participating in secondary education programs such as adult transition programs). DOR Student Services may be delivered in a classroom, community, or individual setting. Programs may provide DOR Student Services up to one year post exit from high school if the student is

enrolled in a post-secondary education setting and still satisfies the definition of a student with a disability. Otherwise, upon exit from high school, DOR Student Services will end.

The coordinated DOR Student Services activities shall include DOR, the school, and other appropriate agencies that may provide services to the program participant including Regional Centers, the One Stop system, and Social Security administration. DOR Student Services are based upon the individual participant's needs, preferences and interests and may include program instruction and community experiences.

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

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

DOR Student Services are available to Program participants who are potentially eligible or participants who have been determined eligible for VR services. Participants engaged in DOR Student Services through this contract will primarily be provided services as potentially eligible. Participants who require additional services to participate in DOR Student Services may need to apply for VR services. Participants who have been determined eligible for the VR services may be provided with DOR Student Services either pre- or post-IPE development.

DOR Student Services Job Exploration Counseling

a. Description

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

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

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

Staff providing this service:

TPP Program Coordinator, TPP Program Supervisor, TPP Categorical Program Assistant II, TPP Special Education Teacher, TPP Work Experience Assistant

Service Goals/Number Served

- For fiscal year 2024-2025, a total of 500 unduplicated participants of DOR services will receive this service.
- For fiscal year 2025-2026, a total of 500 unduplicated participants of DOR services will receive this service.
- For fiscal year 2026-2027, a total of 500 unduplicated participants of DOR services will receive this service.

2. DOR Student Services Workplace Readiness Training

a. Description

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

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

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

Reporting on Workplace Readiness Training activities will be provided to the referring DOR counselor.

Staff providing this service:

TPP Program Coordinator, TPP Program Supervisor, TPP Categorical Program Assistant II, TPP Special Education Teacher, TPP Work Experience Assistant, TPP Work Experience Assistant Intern

- b. Service Goals/Number Served
 - <u>For fiscal year 2024-2025</u>, a total of 500 unduplicated participants of DOR services will receive this service.
 - For fiscal year 2025-2026, a total of 500 unduplicated participants of DOR services will receive this service.
 - <u>For fiscal year 2026-2027</u>, a total of 500 unduplicated participants of DOR services will receive this service.
- 3. DOR Student Services Work-based Learning Experiences
 - a. Description

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

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

- Paid/unpaid internships.
- Paid/unpaid placement.
- Summer work experience
- Apprenticeships (informal)
- Informational interviews
- Workplace tours
- Job shadowing

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

Staff providing this service:

TPP Program Coordinator, TPP Program Supervisor, TPP Categorical Program Assistant II, TPP Categorical Program Assistant I, TPP Special Education Teacher, TPP Work Experience Assistant, TPP Work Experience Assistant Intern

b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 350 unduplicated participants of DOR services will receive this service.
- 200 unduplicated participants of DOR services will participate in a Work Experience placement.
- For fiscal year 2025-2026, a total of 350 unduplicated participants of DOR services will receive this service.
- 200 unduplicated participants of DOR services will participate in a Work Experience placement.
- For fiscal year 2026-2027, a total of 350 unduplicated participants of DOR services will receive this service.
- 200 unduplicated participants of DOR services will participate in a Work Experience placement.

4. DOR Student Services Instruction in Self-Advocacy

a. Description

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

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

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

Staff providing this service:

TPP Program Coordinator, TPP Program Supervisor, TPP Special Education Teacher, TPP Work Experience Assistant, TPP Work Experience Assistant Intern

b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 600 unduplicated participants of DOR services will receive this service.
- For fiscal year 2025-2026, a total of 600 unduplicated participants of DOR services will receive this service.

• For fiscal year 2026-2027, a total of 600 unduplicated participants of DOR services will receive this service.

5. DOR Student Services Counseling on Post-Secondary Education

a. Description

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

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

Staff providing this service:

TPP Program Coordinator, TPP Program Supervisor, TPP Work Experience Assistant, TPP Special Education Teacher

b. Service Goals/Number Served

- <u>For fiscal year 2024-2025</u>, a total of 500 unduplicated participants of DOR services will receive this service.
- For fiscal year 2025-2026, a total of 500 unduplicated participants of DOR services will receive this service.
- For fiscal year 2026-2027, a total of 500 unduplicated participants of DOR services will receive this service.

IV. DOR and Program Contacts

Organization	Dept. of Rehabilitation	Lodi Unified School District
Contact	Levi Van Fossen	Lisa Chaves
Person		
Title	DOR Contract	Program Coordinator
	Administrator	
Telephone	(559) 580-0160	(209) 331-7326
Email Address	Levi.VanFossen@dor.ca.gov	lchaves@lodiusd.net
Mailing	2550 Mariposa Mall	1305 E. Vine Street
Address	Room 2000	Lodi, CA 95240
	Fresno, CA 93721	

V. Linkages to Other Community Agencies

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

- Regional Center
- America's Job Center of California
- Community College
- Local Education Agencies
- One-Stop Center
- Chamber of Commerce
- Family Resource Centers
- DRAIL
- County Office of Education

VI. In Service Training

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

EXHIBIT B

(Standard Agreement - Subvention) Budget Detail and Payment Provisions

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

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

B. Submission of Invoice(s)

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

C. Appropriate Expenditures

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Budgeted amounts that have not been utilized during a fiscal year shall not be carried over to another fiscal year.

D. Invoice Claim Adjustments

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

E. Budget Contract Amendments

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

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

F. Travel Reimbursements

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

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

2. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Program, this Agreement shall have no further force and effect. In this event, the State shall have no liability

to pay any funds whatsoever to the Program or to furnish any other considerations under this Agreement and the Program shall not be obligated to perform any provisions of this Agreement.

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

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

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

4. PROMPT PAYMENT CLAUSE

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

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

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

- Be generally recognized and necessary for the provision of services identified in this Agreement.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Program.
- Be properly documented and supported.
- Be allocable to the services provided under the cooperative arrangement so that costs charged to the agreement are proportional to the benefits received by DOR.

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

6. ACCOUNTING SYSTEM REQUIREMENTS

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

Lodi Unified School District

DOR Program Budget

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

<u>ITEM</u>	<u>FTE</u> EXPENDITURE	FY 7/1/2024 or Upon Approval, whichever is later to 6/30/2025	FY 7/1/2025 to 6/30/2026 TOTAL	FY 7/1/2026 to 6/30/2027 TOTAL
Rehabilitation Team Unit 1 FTE = \$110,377	FTE Counselor Units	0.75 \$82,783	0.75 \$82,783	0.75 \$82,783
Case Services (Individual Consumer Expenses)		\$101,373	\$101,373	\$101,373
	SUBTOTAL	\$184,156	\$184,156	\$184,156
TOTAL DOR PROGRAM COST		\$184,156	\$184,156	\$184,156

Exhibit B.1 1

Lodi Unified School District

Program Budget and Match Summary
July 1, 2024, or Upon Approval, whichever is later - June 30, 2027

	FY 7/1/2024, or Upon approval, whichever is later to 6/30/2025 TOTALS	FY 7/1/2025 to 6/30/2026 TOTALS	FY 7/1/2026 to 6/30/2027 TOTALS
DOR PROGRAM COSTS (From DOR Program Budget)	\$184,156	\$184,156	\$184,156
DOR Student Services Service Budget	\$1,560,397	\$1,560,397	\$1,560,397
VR Employment Services Service Budget (If Applicable)			
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$1,560,397	\$1,560,397	\$1,560,397
TOTAL FEDERAL COSTS	\$1,744,553	\$1,744,553	\$1,744,553
Certified Match (If applicable)	\$248,232 16.53%	\$248,232 16.53%	\$248,232 16.53%
Total Federal Share	\$1,253,727 83.47%	\$1,253,727 83.47%	\$1,253,727 83.47%
Cash Match (If applicable)	\$104,546 21.3%	\$104,546 21.3%	\$104,546 21.3%
Total Federal Share	\$386,280 78.7%	\$386,280 78.7%	\$386,280 78.7%
TOTAL STATE MATCH	\$352,778	\$352,778	\$352,778

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.

Exhibit B.1 2

STATE OF CALIFORNIA
TPP DOR STUDENT SERVICES SERVICE BUDGET

DEPARTMENT OF REHABILITATION

	✓ Original	Amendmer	nt							
Contra	actor Name and Address	Contract Number		Federal ID Number			Page X of X			
Lodi U	Inified School District	32463		94-1054700			1 of 2			
1305	E Vine Street	Budget Period		В	Budget Peri	od	В	udget Peri	od	
	CA 95240	July 1, 2024, or Upon Approval,		_	auger: en	 	_	Budgett offed		
,	-, , , , , , , , , , , , , , , , , , , 	whichever is later -June 30, 2025		luky 4. 4	2025-June	20 2026	July 1, 2026-June 30, 2027			
		Effective Da		,	Effective Da			Effective Da		
		Ellective Da	ite (Amenu	ments Only)	Ellective Da	ite (Amenu	ments Only)	Ellective Da	ile (Amenu	ments Only)
Line		Annual Salary	Annual	Amount	Annual Salary	Annual	Amount	Annual Salary	Annual	Amount
	PERSONNEL-Position Title & Time Base	Per FTE	FTE	Budgeted	Per FTE	FTE	Budgeted	Per FTE	FTE	Budgeted
	Administrative Personnel			Zaagotoa			2 a a go to a			Daagotoa
	TPP Program Coordinator									
1	1FTE = 40 hrs/wk, 222 days Sal/Bene	\$195,359.99	0.5000	\$97,680.00	\$201,219.99	0.5000	\$100,610.00	\$207,257.00	0.5000	\$103,628.50
	TPP Program Supervisor	. ,			, ,		, ,	, ,		, ,
2	1FTE = 40 hrs/wk, 12 mo Sal/Bene	\$150,189.00	0.7500	\$112,641.75	\$154,695.00	0.7500	\$116,021.25	\$159,335.00	0.7500	\$119,501.25
	TPP Categorical Program Assistant II									
3	1 FTE = 40 hrs/wk, 12 mo Sal/Bene	\$101,829.00	0.3800	\$38,695.02	\$104,883.00	0.3800	\$39,855.54	\$108,030.00	0.3800	\$41,051.40
	TPP Categorical Program Assistant I									
4	1 FTE = 40 hrs/wk, 217 days Sal/Bene	\$80,262.00	0.2500	\$20,065.50	\$82,670.00	0.2500	\$20,667.50	\$85,150.00	0.2500	\$21,287.50
	TPP Program Supervisor									
5	(Additional Time)			\$3,000.00			\$3,000.00			\$204.79
6										
7	Admin Subtotal			\$272,082.27			\$280,154.29			\$285,673.44
	DOR Student Services Direct Service									
8	Personnel									
_	TPP Program Coordinator	#40F 000 00	0.4000	#40 500 00	#004 000 00	0.4000	#00.400.00	ф 007.0F7.00	0.4000	#00 705 70
9	1FTE = 40 hrs/wk, 222 days Sal/Bene TPP Program Supervisor	\$195,360.00	0.1000	\$19,536.00	\$201,220.00	0.1000	\$20,122.00	\$ 207,257.00	0.1000	\$20,725.70
10	1FTE = 40 hrs/wk, 12 mo Sal/Bene	\$150,189.00	0.1250	\$18,773.63	\$154,695.00	0.1250	\$19,336.88	\$ 159,335.00	0.1250	\$19,916.88
10	TPP Categorical Program Assistant II	\$150,169.00	0.1230	φ10,773.03	\$154,095.00	0.1250	φ19,330.00	φ 109,000.00	0.1230	\$19,910.00
11	1 FTE = 40 hrs/wk, 12 mo Sal/Bene	\$101,829.00	0.5000	\$50,914.50	\$104,883.00	0.5000	\$52,441.50	\$ 108,030.00	0.5000	\$54,015.00
- ' '	TPP Categorical Program Assistant I	Ψ101,020.00	0.0000	ψου,υ 1 1.00	ψ10-1,000.00	0.0000	ψ02,111.00	ψ 100,000.00	0.0000	ψο-1,0 10.00
12	1 FTE = 40 hrs/wk, 217 days Sal/Bene	\$80,262.00	0.2500	\$20,065.50	\$82,670.00	0.2500	\$20,667.50	\$ 85,150.00	0.2500	\$21,287.50
	TPP Special Education Teacher	, , , , , ,		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, , , , , , , , , , , , , , , , , , , ,		· - ,	,		, ,
13	1 FTE = 35 hr/wk, 10 mo Sal/Bene	\$163,722.00	0.5000	\$81,861.00	\$168,633.00	0.2500	\$42,158.25	\$ 173,692.00	0.1070	\$18,585.04
	TPP Work Experience Assistant									
14	1FTE = 40 hr/wk, 209 days Sal/Bene	\$79,597.00	10.0000	\$795,970.00	\$81,985.00	10.0000	\$819,850.00	\$ 84,444.00	10.0000	\$844,440.00
	TPP Work Experience Assistant									
15	1FTE = 40 hr/wk, 209 days Sal/Bene	\$84,067.00	0.5000	\$42,033.50	\$86,589.00	0.5000	\$43,294.50	\$ 89,187.00	0.5000	\$44,593.50
, -	TPP Work Experience Assistant	***	0.500	A40 	400 515 5	0 = 000	* * * * * * * * * *			
16	1FTE = 40 hr/wk, 209 days Sal/Bene	\$81,184.00	0.5000	\$40,592.00	\$83,619.00	0.5000	\$41,809.50	\$ 86,128.00	0.5000	\$43,064.00
47	TPP Work Experience Assistant Intern	¢EE 000 00	0.0750	¢40,000,05	#E7.070.00	0.0750	¢E0 400 05	¢ 50.400.00	0.0750	#E4 000 00
17	1=FTE = 40 hr/wk, 191 days Sal/Bene	\$55,998.00	0.8750	\$48,998.25	\$57,678.00	0.8750	\$50,468.25	\$ 59,408.00	0.8750	\$51,982.00

Exhibit B.1

	TPP Special Education Teacher	I I		
18	(Additional Time)	\$4,000.0	\$4,000	\$2,000.00
10	TPP Categorical Program Assistant	\$4,000.0	\$4,000	\$2,000:00
19	(Additional Time)	\$3,000.0	\$3,000	00 \$100.00
	TPP Work Experience Assistant	Ψ0,000.0	ψ0,000	\$ T00.00
20	(Additional Time)	\$3,000.0	\$3,000	00 \$500.00
	TPP Work Experience Assistant Intern			
21	(Additional Time)	\$500.0	\$500	00 \$100.00
	TPP Program Specialist			
22	(Additional Time)	\$800.0	\$800	00 \$100.00
23				
24				
25	DOR Student Services Subtotal			
26	Personnel Subtotal	\$1,402,126.6	\$1,401,602	66 \$1,407,083.00
27	OPERATING EXPENSES			
	Office Supplies	\$5,000.0		
29	Office Equipment Maintenance	\$3,000.0	\$3,000	93,000.00
30	Theft Sensitive Items	\$4,000.0	\$3,600	00 \$8,000.00
31	Duplication / Printing	\$4,000.0	\$4,000	92,000.00
32	Guest Speakers	\$500.0	\$500	00 \$500.00
33	Training	\$3,000.0	\$3,000	00 \$1,500.00
34	Mileage/Travel	\$11,056.4	\$11,980	40 \$8,000.00
35	Instructional Materials	\$5,000.0	\$5,000	95,000.00
36	Transportation	\$9,000.0	\$9,000	9,000.00
37	Software	\$16,000.0	\$16,000	916,000.00
38	Interpreting Services	\$500.0	\$500	00 \$100.00
39				
40				
41				
42	Operating Subtotal	\$61,056.4	\$61,580	40 \$56,100.00
43	Personnel and Operating Subtotal	\$1,463,183.0	\$1,463,183	06 \$1,463,183.00
44	Indirect Rate Percentage			3% 6.03
45	Indirect Cost	\$88,229.9		
46	Program Service Budget Sub-Total	\$1,551,413.0	_	
47	Workplace Readiness Training			
48	Work-based Learning		_	
49	TOTAL (rounded to nearest dollar)	\$1,560,39		
<u> </u>		+ 1,000,00	7.,500,0	+ 1,000,00

Exhibit B.1

Exhibit B.1 <u>Lodi Unified School District</u> SERVICE BUDGET NARRATIVE

BENEFITS

Variable benefits are calculated at a range of 19.5% – 30%. Lodi Unified School District provides PERS (26.68%) or STRS (19.1%) depending on the classification, Social Security (6.2%), Medicare (1.45%), OPEB (1.93%) and unemployment (.05%). In addition, Lodi Unified School District provides health insurance portion at a fixed range of \$7,325 - \$10,644 depending on classification.

This Service Budget narrative is to describe how services expenditures for the <u>Lodi Unified School District</u> (hereinafter referred to as 'Program') will be allocated for the provision of services to unduplicated individuals and/or participants in DOR Services (hereinafter referred to as "participants").

<u>PERSONNEL</u>

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

TPP Program Coordinator

Allowable Activities Under this Agreement Include:

Administrative Duties

- Coordinate program development and implementation.
- Oversee activities of program personnel and serves as liaison with DOR Team Manager and Contract Administrator.
- Supervise Cooperative Agency Program staff.
- Plan, organize, and direct the implementations, operations, and evaluation of the Program.
- Ensure program compliance with District, State, and Federal laws, rules, and regulations.
- Coordinate and facilitate parent/guardian and community involvement.
- Compile information and makes recommendations regarding the needs, objectives of the program.
- Monitor program goals and participant reports.
- Communicate and collaborate with other administrators, district personnel, DOR staff and contracts to coordinate program activities, resolves issues and conflicts, and exchange information.
- Encourage and promote increased communication and collaboration among all cooperative contract partners.
- Monitor program expenditures and payments.
- Maintain ongoing contact with DOR Team Manager and Contract Administrator
- Facilitate collaboration between DOR and school district personnel to ensure a successful partnership.
- Coordinate Program staff development activities to ensure the TPP Special Education Teacher understands and supports program activities.

Direct Service Duties

Work with program staff to plan and approve DOR Student Services activities for participants.

- Develop linkages to other school district and community-based programs and support services that benefit participants.
- Facilitate collaboration between DOR and school district personnel in the provision of services to participants.
- Review and approve participant work experience placement referrals.

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

Program Coordinator

Activities include:

- Coordinate the implementation of special education programs and district student services within assigned responsibilities.
- Provide guidance and supervision to assigned district staff.
- Provide guidance to district staff members, and assigned staff on the development, implementation, and evaluation of special education programs so they are effectively aligned with and offer appropriate supplemental services to the district's core curriculum.
- Provide direction and oversight for the identification and placement of special education students.
- Work in cooperation with the Business Office (and other appropriate administrators) to develop, assign, and monitor district staffing allocations, special education entitlements, and specific site or specific program budgets/expenditures.
- Assist in the development and administration of district and site needs assessments to determine priorities for special education and district student services.
- Review all information and records that are provided by school districts and other agencies.
 Coordinate and provide appropriate information to all teachers, principals, support providers, and other staff regarding incoming students.
- Provide district administration with on-going technical assistance to ensure that special education and district student services provided comply with Federal and State regulations and liaise for these services between Lodi Unified School District and other districts, the County, State, and Federal Departments of Education.
- Assist in the development of district policies and rules pertaining to special education and district student services.
- Communicate legislative developments, California Department of Education regulations, and other relevant information.
- Provide community outreach, educating groups about special education and district student services.
- Participate in student IEP meetings as necessary.
- Provide related training to district staff and parents.
- Supervise and evaluate the job performance of assigned personnel.

TPP Program Supervisor

Allowable Activities Under this Agreement Include:

Administrative Duties

- Plan, organize and coordinate the operation of the Program at designated sites to ensure an efficient and effective program. Provide highly responsible assistance to the program.
- Serve as advisor to the TPP Work Experience Assistant, making suggestions to adjust activities, resolve issues and conflicts, and exchange information.
- Monitor the efficient use of program resources, including the ordering and distribution of materials. Assist in the creation and distribution of materials to facilitate program activities.

- Prepare accurate records, paperwork, reports, correspondence and forms for daily operations and special projects.
- Conduct on-site visitations to observe methods, practices, and procedures; analyze effectiveness of activities and ensure compliance with laws and regulations.
- Serve as advisor to the TPP Program Coordinator, making suggestions for revisions as necessary.
- Attend, coordinate, plan and conduct program staff meetings, trainings, and workshops.
- Coordinate and monitor program activities and ensure that program requirements are met.
- Coordinate contract-related training for program staff.
- Monitor the program budgets; initiate purchase order requests for materials and services necessary to operate the program.
- Assist in monitoring program budget and expenditures in accordance with Federal, State and District guidelines, rules, and regulations.
- Provide statistical, financial and program progress reports as requested.
- Monitor program goals and participant reports.

Direct Service Duties

- Work with program staff to develop, plan, and implement the program activities for participants.
- Develop linkages with other community agencies and resources to provide support and services that may benefit participants.
- Work directly with program staff and participants in DOR Student Service activities.
- Link participants to appropriate resources at the school and in the community.
- Assist participants with obtaining clothing needed to participate in paid work experience placements.

<u>Unallowable Traditional Duties</u> that are <u>the customary or typical services provided by the program.</u>

Program Supervisor

Activities include:

- Plan, organize and coordinate the operation of the WorkAbility I program at designated sites to
 ensure an efficient and effective program for identified youth at secondary school sites; train,
 supervise and evaluate assigned WorkAbility I staff.
- Assist in monitoring WorkAbility I program budget and expenditures in accordance with Federal, State and District guidelines, rules, and regulations.

TPP Categorical Program Assistant II

Allowable Activities Under this Agreement Include:

Administrative Duties

- Assist with organization and completion of program paperwork, invoicing, creating forms, monitoring budgets, and tracking participant hours and program service goals.
- Assist with the preparation of the monthly certified budget reports and expenditure summaries.
- Organize and maintain monthly program invoicing reports.
- Maintain list of current participants enrolled in the program.
- Develop and maintain informal linkages and collaborative relationships with numerous community agencies.
- Participate in planning meetings with the DOR Counselor

Direct Service Duties

- In cooperation with the DOR Counselor and TPP Work Experience Assistant, provide linkages
 to employment training, transportation assistance and other needed supports to enable
 participants to participate effectively in targeted DOR Student Service activities.
- Maintain regular contact with the DOR Counselor regarding participant progress in contract services.
- Obtain number of completed work experience hours from participants and tracks participants' authorized work experience hours.
- Coordinate participant travel training, bus passes, and interview clothing needs.

<u>Unallowable Traditional Duties</u> that are <u>the customary or typical services provided by the program.</u>

Categorical Program Assistant II

Activities include:

- Review WorkAbility I purchase requisitions, timecards, contracts, and other documents for compliance with WorkAbility I program regulations and District guidelines.
- Compile and prepare a variety of statistical information for the WorkAbility I program, including required State reports; provide cost data for new acquisitions of materials, and services.

TPP Categorical Program Assistant I

Allowable Activities Under this Agreement Include:

Administrative Duties

- Assist with organization and completion of program paperwork, invoicing, and creating forms.
- Maintain program participant list.
- Prepare and maintain program enrollment packet for participants after receipt of DOR authorizing case note.

Direct Service Duties

- Maintain and update accurate program participant case files and records.
- Track and assist with updating participant consent forms after receipt of authorizing case note.
- Compile and send participant quarterly and monthly progress reports to the DOR Counselor
- Maintain regular contact with DOR Counselor regarding participant progress.
- Assist participants with obtaining clothing needed for participation in paid work experience placements.
- Assist in gathering educational, psychological, and functional information to be utilized by the DOR Counselor in the DOR Vocational Rehabilitation eligibility and planning process for participants to transition from the Potentially Eligible (PE) case type to the VR case type.

<u>Unallowable Traditional Duties</u> that are <u>the customary or typical services provided by the program.</u>

Categorical Program Assistant I

Activities include:

- Gather, assemble, tabulate, check and file financial and statistical data related to WorkAbility I program.
- Maintain records for WorkAbility I student services.
- Utilize a computer for basic data and statistical entries; create ledgers, spreadsheets, records, and forms used for WorkAbility I and Special Education programs.
- Review a variety of school site forms and materials for completeness, accuracy and conformance with established regulations and procedures.
- Maintain records of school site classroom funds.

- Assist with purchasing and accounting departments to resolve questions or problems with school site orders as necessary; troubleshoot on behalf of school sites.
- Perform miscellaneous WorkAbility I and school site clerical duties as assigned.
- Prepare and type memorandums and other documents for WorkAbility I program and school site.

TPP Program Supervisor (Additional Time)

Allowable Activities Under this Agreement Include:

Administrative Duties

 Additional work hours will consist of contract activities not included in the regular assignment and outside of regular work hours (i.e. after school hours, summer break, winter/spring breaks and holidays).

TPP Special Education Teacher

Allowable Activities Under this Agreement Include:

Administrative Duties

None

Direct Service Duties

- Will provide the following DOR Student Services: Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experiences, Instruction in Self Advocacy, Counseling on Post-Secondary Education
- Develop program curriculum.
- Coordinate program curriculum development in Cooperative Agency schools on behalf of program participants.
- Coordinate and instruct Workplace Readiness Training
- Assess participant progress.
- Attend program staffing meetings with DOR counselor.
- Attend program monthly meetings.
- Attend program quarterly meetings.
- Coordinate and facilitate program Job Club.

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

Special Education Teacher

Activities include:

- Provide instruction to IEP students on caseload.
- Manage student IEP's and ITP's
- Manage students' transition activities.
- Coordinates non-TPP students transitioning to college and Post-Secondary education.
- Teaches Independent Study Courses.

TPP Work Experience Assistant (Line 14)

Allowable Activities Under this Agreement Include:

Administrative Duties

None

Direct Service Duties

- Will provide the following DOR Student Services: Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experiences, Instruction in Self Advocacy, Counseling on Post-Secondary Education
- After receipt of authorizing case note, meet with participant to discuss program services and determine specific services for which participant has interest in receiving. Provide information to the Program Coordinator concerning participant progress.
- Maintain and update participant records and files related to contract duties.
- Complete monthly participant progress reports.
- Develop and maintain informal linkages and collaborative relationships with numerous community agencies that may benefit a participant.
- Assist with connecting participants with public agencies that support transition to employment and independent living.
- Meet with participants to determine appropriate Work-based Learning Experiences related to their vocational interests and goals.
- Contact prospective employers to develop work experience opportunities for participants and prepare specific job analysis about the content, attributes, and requirements to facilitate appropriate work experience placements.
- Conduct on-site job visitations for participants who are participating in Work-based Learning Experiences
- Monitor participants specific skills, job training plan and mobility transportation plan.
- Assist with coordination of bus schedules and routes for participants providing travel training for Workplace Readiness Training.
- Provide job destination/mobility training to participants during travel time to and from Workbased Learning Experience sites, monitoring the participant's mobility transportation plan.
- Coordinate work experience placements
- Assist with the provision of DOR Student Services.
- Participate in planning meetings with the DOR Counselor and participant.
- Provide job orientation at work experience sites.
- Organize and facilitate the program Job Club
- Assist participant integration into the work environment or with changes in the work environment for work experience placements.
- Ongoing contact with the participant and/or supervisor for participants who are participating in work experience placements.
- Maintain contact with participants through text, phone, and email.

This position is 100% to this contract, therefore there are no traditional duties.

TPP Work Experience Assistant (Lines 15 & 16)

Allowable Activities Under this Agreement Include:

Administrative Duties

None

Direct Service Duties

- After receipt of authorizing case note, meet with participant to discuss program services and determine specific services for which participant has interest in receiving. Provide information to the Program Coordinator concerning participant progress.
- Maintain and update participant records and files related to contract duties.
- · Complete monthly participant progress reports.

- Develop and maintain informal linkages and collaborative relationships with numerous community agencies that may benefit a participant.
- Assist with connecting participants with public agencies that support transition to employment and independent living.
- Meet with participant to determine appropriate Work-based Learning Experiences related to their vocational interests and goals.
- Contact prospective employers to develop job opportunities for participants and prepares specific job analysis to facilitate job matching.
- Conduct on-site job visitations for participants who are participating in Work-based Learning Experiences.
- Monitor participants specific skills, job training plan and mobility transportation plan.
- Assist with coordination of bus schedules and routes for participants.
- Provide job destination/mobility training to participants during travel to and from Work-based Learning Experience sites, monitoring the participant's mobility transportation plan.
- Coordinate work experience placements
- Assist with the provision of DOR Student Services
- Participate in planning meetings with the DOR Counselor and participant.
- Provide job orientation at work experience sites.
- Organize and facilitate the program Job Club
- Assist in integration into the work environment or with changes in the work environment for work experience placements.
- Ongoing contact with the participant and/or supervisor for participants who are participating in work experience placements.
- Maintain contact with participants through text, phone, and email.

<u>Unallowable Traditional Duties</u> that are <u>the customary or typical services provided by the program.</u>

Work Experience Assistant

Activities include:

- Delivers Transition Activities for 14–15-year-old students.
- Maintains and provides student information on transition services for annual WorkAbility I report.
- Coordinates community interviews for 14–15-year-old students
- Follow-Up with exited students

TPP Work Experience Assistant Intern

Allowable Activities Under this Agreement Include:

Administrative Duties

None

Direct Service Duties

- Will provide the following DOR Student Services: Workplace Readiness Training, Work-based Learning Experiences, and Instruction in Self Advocacy
- Assist participants with job orientation skills at work experience sites.
- Assist participants with understanding and performing job tasks at work experience sites.
- Assist participants understand and cope with supervision at the participant's work experience worksite.
- Assist participants with strategies to improve coworker and/or supervision consultation for participant's who are participating in a Work-based Learning Experience

- Assist participants with integrating into the work environment or adapting to changes in the work environment for participant's who are participating in a Work-based Learning Experience
- Assist participants with self-advocacy skills.

<u>Unallowable Traditional Duties that are the customary or typical services provided by the public agency.</u>

Work Experience Assistant Intern

Activities include:

- Assist WorkAbility I students with job orientation skills.
- Assist WorkAbility I students with understanding and performing job tasks.
- · Assist WorkAbility I students with self-advocacy skills.
- Attend a variety of meetings and conferences; participate on assigned committees.

TPP Special Education Teacher (Additional Time)

Allowable Activities Under this Agreement Include:

Administrative Duties

None

Direct Service Duties

 Additional work hours will consist of contract activities not included in the regular assignment and outside of regular work hours (i.e. after school hours, summer break, winter/spring breaks and holidays).

TPP Categorical Program Assistant (Additional Time)

Allowable Activities Under this Agreement Include:

Administrative Duties

None

Direct Service Duties

 Additional work hours will consist of contract activities not included in the regular assignment and outside of regular work hours (i.e. after school hours, summer break, winter/spring breaks and holidays).

TPP Work Experience Assistant (Additional Time)

Allowable Activities Under this Agreement Include:

Administrative Duties

None

Direct Service Duties

 Additional work hours will consist of contract activities not included in the regular assignment and outside of regular work hours (i.e. after school hours, summer break, winter/spring breaks and holidays).

TPP Work Experience Assistant Intern (Additional Time)

Allowable Activities Under this Agreement Include:

Administrative Duties

None

Direct Service Duties

 Additional work hours will consist of contract activities not included in the regular assignment and outside of regular work hours (i.e. after school hours, summer break, winter/spring breaks and holidays).

TPP Program Specialist (Additional Time)

Allowable Activities Under this Agreement Include:

Administrative Duties

None

Direct Service Duties

- Additional work hours will consist of contract activities not included in the regular assignment and outside of regular work hours (i.e. after school hours, summer break, winter/spring breaks and holidays).
- Facilitate Teacher trainings on DOR Student Services and Transition

OPERATING EXPENSES

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

Office Supplies

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

Office Equipment Maintenance

Maintenance costs for copy machines and printers used to print and copy materials for use in the provision of contract services and support the program (e.g., record keeping and community outreach materials). Equipment will be used only for Program activities and services and maintenance costs incurred will be billed entirely to the Program.

Theft Sensitive Items

These are expendable technological items purchased or repaired with contract funds that have a normal life expectancy of one year or more but have a purchase price of less than \$5,000 per item. Examples include, but are not limited to; laptop computers, desktop computers, docking stations, computer accessories, Internet Hotspots, computer and smart phone cases, monitors, printers, fax machines, copy machines, cameras, projectors, cellular phones, speakers, flash drives, iPads, and tablets. Theft sensitive items will be exclusively utilized by program staff and program participants in the provision of contract services. Theft sensitive items must be inventoried, and a copy of the inventory record must be submitted DOR upon request.

FY 24/25

No. Of Items to be	Item	Estimated	Total Cost
Purchased	Description	Cost per Item	per Item
4	Multi-Function Printer	\$1,000	\$4,000

	\$4,000		

FY 25/26

No. Of Items to be	Item	Item Estimated		
Purchased	Description	Cost per Item	per Item	
2	Computer	\$800	\$1,600	
2	Multi-Function Printer	\$1,000	\$2,000	
	\$3,600			

FY 26/27

No. Of Items to be Purchased	Item Description	Estimated Cost per Item	Total Cost per Item
10	Computer	\$800	\$8,000
	\$8,000		

Duplication / Printing

Duplication, postage, and printing costs may include, but shall not be limited to, self-addressed envelopes, appointment cards, business cards, letterhead stationery, laminating, binding, cooperative program forms, master applications, job applications, resumes, cover letters, paper employment-related flyers, portfolio folders and pamphlets and other programmatic printed needs. These expenses will allow for program staff to communicate effectively to partners, participants and their support network and employers. Additionally, programmatic copier maintenance fees and supplies are an allowable expense.

Guest Speakers

Cost of guest speaker presentations to participants on subjects pertaining to DOR Student Services including but not limited to self-advocacy, employer expectations, and on the job safety.

Training

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

Mileage/Travel

Reimbursement for mileage expenses when contract staff use their own private vehicles or ride sharing methods in the provision of contract services such as, local job development, job coaching, monitoring, and other program related activities. Reimbursement rates not to exceed the California Department of Human Resources (CalHR) designated rates.

Per diem and travel costs for contract staff to travel to contract related trainings within the State of California (e.g. airfare, bus, train, rental cars, personal vehicle mileage, lodging and food costs). Reimbursed at actual costs not to exceed the CalHR designated rates. Travel must be preapproved in writing by the DOR Contract Administrator and may require Rehabilitation Services Administration (RSA) Prior-Approval.

<u>Instructional Materials</u>

Instructional Materials may include instructional software, tangible materials and web-based instruction sites audio/vision materials. Examples of instructional materials may include but not be limited to, curriculum materials, textbooks, vocational assessments, interest inventories, consumable workbooks, instructional videos, posters, portfolios and other appropriate vocational guidance materials. These items will be used only for or by the participants in the course of service provision.

Transportation

Costs for transporting participants in chartered vehicles for the provision of contract services (e.g., school district vans or bus service).

Software

Costs for the purchase of computer software and computer programs made available to and only for use by Program staff and participants to meet program needs and to facilitate the provision of contract services.

Interpreting Services

Contracted Interpreting services to provide ASL Interpreting services for Deaf or Hard of Hearing participants and their family members, direct language interpreting (e.g., Spanish, Punjabi, Vietnamese) for participants and their family members or any other language communication needs for participants and their family members during meetings with program staff or the provision of DOR Student Services activities.

Indirect Cost

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

Workplace Readiness Training

Costs for the purchase of bus passes to support travel training instruction as part of Workplace Readiness Training services. The cost includes applicable taxes and indirect costs associated with the processing of the purchase. Total amount budgeted is based on the anticipated number of participants receiving transportation training multiplied by the prevailing local student bus pass rates.

Bus Pass costs estimated per fiscal year as follows: 24 (1-day 10pk) bus passes @ \$41 each = \$984.00

Receipts of items purchased must be retained by program staff and submitted with the monthly invoice to the DOR Contractor Administrator upon request.

Work-based Learning

Costs for the purchase of shoes, work clothing, and uniforms required to participate in a work-based learning experience. The cost includes the purchase price of described items and applicable taxes, shipping charges and indirect cost associated with the processing of the purchase. Total amount budgeted is based on the anticipated number of participants who may participate in Work-based Learning services based on the contract service goal, and up to \$150.00 allowance per participant.

```
FY 24/25 = 80 students @$100.00 each = $8,000
FY 25/26 = 80 students @$100.00 each = $8,000
FY 26/27 = 80 students @$100.00 each = $8,000
```

Receipts of items purchased must be retained by program staff and submitted with the monthly invoice to the DOR Contractor Administrator upon request.

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

Contr	actor Name and Address				Cooperative agency agrees it will make the following expenditures during the fiscal year, in					
Lodi	Unified School District				conformity with the following narrative section titled "Cooperative Agency-Certified					
	5 E Vine Street				Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the					
	Lodi, CA 95240						ome from Federal F			
Loui	July 1, 2024, or Upon Approval,				bolow experient	aroo orian o	ome nom rederan	undo or vvorion	Jility 11 dila	5.
	Itom Evnanditura				luby 4	2025 lun	- 20, 2026	luby 4	2026 lum	- 20, 2027
	Item Expenditure	wnicheve	r is later - J	une 30, 2025	July 1,	2025 - Jun	e 30, 2026	July 1,	2026 - Jun	e 30, 202 <i>1</i>
Line	PERSONNEL -	Annual Salary	Annual	Annual Amount	Annual Salary	Annual	Annual Amount	Annual Salary	Annual	Annual Amount
No.	Position Title & Time Base	Per FTE	FTE	Certified	Per FTE	FTE	Certified	Per FTE	FTE	Certified
	TPP Special Education Teacher									
1	1 FTE= 7 hrs a day 185 days/yr SAL/BENE	\$96,000.00	0.50	\$48.000.00	\$96,000.00	0.50	\$48.000.00	\$96.000.00	0.50	\$48.000.00
	TPP Special Education Teacher	400,000.00	0.00	\$ 10,000.00	400,000.00	0.00	ψ.ισ,σσσ.ισσ	400,000.00	0.00	ψ 10,000.00
2	1 FTE= 7 hrs a day 185 days/yr SAL/BENE	\$96,000.00	0.50	\$48,000.00	\$96,000.00	0.50	\$48,000.00	\$96,000.00	0.50	\$48,000.00
	TPP Special Education Teacher									
3	1 FTE= 7 hrs a day 185 days/yr SAL/BENE	\$96,000.00	0.50	\$48,000.00	\$96,000.00	0.50	\$48,000.00	\$96,000.00	0.50	\$48,000.00
	TPP Special Education Teacher									
4	1 FTE= 7 hrs a day 185 days/yr SAL/BENE	\$95,000.00	0.50	\$47,500.00	\$95,000.00	0.50	\$47,500.00	\$95,000.00	0.50	\$47,500.00
	TPP Special Education Teacher									
5	1 FTE= 7 hrs a day 185 days/yr SAL/BENE	\$95,000.00	0.30	\$28,500.00	\$95,000.00	0.30	\$28,500.00	\$95,000.00	0.30	\$28,500.00
	TPP Special Education Teacher									
6	1 FTE= 7 hrs a day 185 days/yr SAL/BENE	\$94,000.00	0.15	\$14,100.00	\$94,000.00	0.15	\$14,100.00	\$94,000.00	0.15	\$14,100.00
l _	TPP Special Education Teacher	****	0.45	44440000	***	0.45	* 44.400.00	****	0.45	* 4 4 4 0 0 0 0
7 8	1 FTE= 7 hrs a day 185 days/yr SAL/BENE	\$94,213.31	0.15	\$14,132.00	\$94,213.31	0.15	\$14,132.00	\$94,213.31	0.15	\$14,132.00
9	Personnel Subtotal			\$248,232.00			\$248,232.00			\$248,232.00
10	OPERATING EXPENSES		<u> </u>	+		<u> </u>	+		<u> </u>	
11										
12										
13										
14	Operating Subtotal			40.40.005.55			40.40.005.55			40.40.005.55
15 16	Personnel and Operating Subtotal			\$248,232.00			\$248,232.00	ł		\$248,232.00
16 17	TOTAL EXPENDITURES "CERTIFIED"			\$248,232.00			\$248,232.00			\$248,232.00
1 17	IOTAL EXPENDITURES CERTIFIED			φ ∠ 40, ∠ 3∠.00			φ ∠ 40, ∠ 3 ∠ .00			Φ∠40,∠3∠.00

Exhibit B.1

LODI UNIFIED SCHOOL DISTRICT CERTIFIED BUDGET NARRATIVE

BENEFITS

Variable benefits are calculated at a range of 19.5% – 30%. Lodi Unified School District provides PERS (26.68%) or STRS (19.1%) depending on the classification, Social security (6.2%), Medicare (1.45%), OPEB (1.93%) and unemployment (.05%). In addition, Lodi Unified School District provides health insurance portion at a fixed range of \$7,325 - \$11,081 depending on classification.

This Certified Budget narrative is to describe how Lodi Unified School District will redirect staff time specifically certified in the provision of services to program unduplicated individuals and/or participants in DOR Services (hereinafter referred to as "participants").

PERSONNEL

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

TPP Special Education Teacher

Job Requirements:

FTE: 15 – 50 Percent of FTE that will be utilized only to provide services under this agreement.

Allowable Contract Activities include:

- Provide DOR Student Services to participants aged 16 to 21 in cooperation with the DOR Counselor.
- Instruct program participants in TPP Workplace Readiness Training
- Provide Instruction in Self-Advocacy.
- Assist in coordination of Work-based Learning Experiences
- Provide Job Exploration and Counseling
- Provide Counseling on Post-Secondary Education

Special Education Teacher

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

Activities include:

- Provide instruction to IEP students on caseload.
- Manage student IEP's and ITP's.
- Manage students' transition activities.
- Coordinate students' transition to College and Post-Secondary education.

EXHIBIT C (Standard Agreement - Subvention) General Terms and Conditions (GTC 4/2017)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at: Standard Contract Language (ca.gov). Click on the GTC 4/2017 to open the document.

EXHIBIT D

(Standard Agreement - Subvention) Special Terms and Conditions

1. NOTIFICATION AND COMPLIANCE

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

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

2. DISPUTES

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

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

3. RIGHT TO TERMINATE

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

4. CORRECTIVE ACTION

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

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

5. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

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

6. INSURANCE REQUIREMENTS

General Provisions Applying to All Policies

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

I. Hazardous Activity

If applicable under this contract transportation is considered a hazardous activity. The Program agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the time of this contract, the Program agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract or for a period of not less than one year. New certificates of insurance are subject to the approval of DGS/ORIM, and the Program agrees that no work or services shall be performed prior to such approval.

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

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

The following must be included as part of the policy and must be noted on the certificate of insurance: The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.

Endorsements must be provided to the DOR prior to release of the executed contract. The endorsement must be acceptable to the Department of Rehabilitation.

- ii. <u>Automobile Liability</u> (**If Applicable**) For DOR consumers being provided transportation under said Agreement, the Program shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:
 - For public schools and other State or local public agencies: Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For seating capacity up to 7 people (includes driver), the Program's certificate of insurance shall State a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 8 to 15 people (includes driver) the certificate of insurance shall State a limit of liability of not less than \$1,500,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 16 passengers or more the certificate of insurance shall State a limit of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined.

The following must be included as part of the policy and must be noted on the certificate of insurance: The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.

Endorsements must be provided to the DOR prior to the release of the executed contract. The endorsement must be acceptable to the Department of Rehabilitation.

iii. <u>Workers' Compensation and Employers Liability</u> – The Program shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.

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

The waiver of subrogation endorsement must be provided to the DOR prior to release of the executed contract. The waiver of subrogation endorsement must be acceptable to the Department of Rehabilitation.

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

7. CONTRACTOR STAFFING REQUIREMENT

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

8. CONFLICT OF INTEREST

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

9. CONFIDENTIALITY

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

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

10. AUDIT AND REVIEW REQUIREMENTS

- A. General Audit and Review Requirements
 - The State shall have the right to conduct inspections, reviews, and/or audits of the Program
 to determine whether the services provided, and the expenditures invoiced by the Program
 were in compliance with this Agreement and other applicable federal or State statutes and
 regulations.
 - 2. The Program agrees that DOR, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.

- 3. The Program shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable Federal Office of Management and Budget (OMB) cost principles and administrative requirements.
- The Program agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
- 5. The Program agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the seven (7) year period, whichever is later.
- B. Annual Federal Audit (For Agreements that received Federal Funds \$750,000 and above):
 - 1. In addition to the General Audit and Review Requirements above, the Program agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. These annual audit documents shall be maintained by the Program and provided to the auditing agency when requested. This audit shall be made in accordance with 2 CFR 200.

11. COMPETITIVE BIDDING AND PROCUREMENTS

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

12. CONTRACT AMENDMENTS

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

13. SOFTWARE

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

14.THEFT SENSITIVE ITEMS

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

The following items, regardless of cost must be inventoried:

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

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

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

15. ATTRIBUTION

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

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

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

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

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

EXHIBIT E

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

1. FEDERAL REQUIREMENTS

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

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

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

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

4. PROHIBITION ON TAX DELINQUENCY

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

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

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

5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

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

Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683). Regulations: 34 CFR part 106.

3. Subject: Discrimination on the basis of handicap.

Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).

Regulation: 34 CFR part 104handicap.

4. Subject: Discrimination on the basis of age.

Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).

Regulation: 34 CFR part 110

6. RETURN OF INAPPROPRIATE USE OF FUNDS

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

7. AMERICANS WITH DISABILITIES ACT (ADA)

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

EXHIBIT F (Standard Agreement – Subvention)

Additional Provisions - TPCA

1. MATCH REQUIREMENTS

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

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

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

Certified match only includes:

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

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

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

For Agreements that include **CASH MATCH**:

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

2. INDIRECT COSTS

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. State

3. DOR'S CONTRACT MONITORING

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

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes, and manner specified in the Agreement, and that the Program prepares and submits adequate documentation by the Program to support the services provided, expenditures reimbursements, and/or any applicable match requirements. Appropriate documentation may include, but is not limited to the Program's goal outcomes, consumer progress reports, a monthly client list of consumers provided services, and a corresponding monthly Service Invoice(s) (DR801B) and Certified Expenditure Summaries as appropriate.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period, including costs paid by the Program are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the Program has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.

- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Program is preparing and maintaining personnel activity reports in compliance with the applicable cost principles in 2.C.F.R. part 200.
- J. Verify that all Agreement staff are providing services in accordance with their duties and qualifications specified in the Agreement, including ensuring that:
 - Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
 - Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
 - Ensure that the Program has submitted to DOR appropriate documentation that supports
 the services provided to DOR applicants/consumers, including monthly (or otherwise
 specified) progress reports, consumer listings, utilization/service reports, and/or other
 agreed-upon documentation.
 - Verify that Contract staff provide services only to authorized DOR consumers.

4. CONTRACT HANDBOOK

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

EXHIBIT G (Standard Agreement - Subvention) Additional Provisions

I. CONTRACT MONITORING AND REPORTING

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

- Submitting Service Invoices (801B) and Certified Expenditure Summaries on a monthly basis, with a list of unduplicated individuals and/or recipients of DOR Services (henceforth known as 'participants') served that month.
- Ensuring Personnel Activity Reports or time reporting documents and a list of Program
 participants served are prepared and maintained by Contract staff in accordance with
 2CFR200 and reflect accurate reporting, on a monthly basis in accordance with invoicing
 requirements stipulated in Exhibit B. These documents can be reviewed and maintained
 electronically to allow for flexibility in either on-site or off-site monitoring, as needed.
- Submitting Personnel Activity Reports or time reporting documents, supporting documentation, and a list of Program participants served as requested by DOR Contract Administrator.
- Meeting with DOR Contract Administrator and program staff to discuss contract progress at Quarterly Meetings
- Reporting the current and cumulative achievement of contract service goals and outcomes as part of the Quarterly Meetings or more often as directed by the DOR Contract Administrator
- Preparing and submitting to the assigned vocational rehabilitation counselor quarterly progress reports for participants' receiving DOR Student Services and monthly progress reports for participants in Work-based Learning Experiences. Individual Participant's Progress Reports should include the participant's name and other necessary or required information to document the services provided and individual participant's progress in those services.

II. TRANSPORTATION

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