

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

AGREEMENT NUMBER
30059
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Rehabilitation

CONTRACTOR'S NAME

Milpitas Unified School District

2. The term of this

Agreement is: October 1, 2016 through September 30, 2018

3. The maximum amount

of this Agreement is: \$77,916.00

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

CFDA # 84.418P - CaPROMISE

Exhibit A

1 page(s)

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

3 page(s)

Exhibit B - Budget Detail and Payment Provisions

4 page(s)

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

4 page(s)

Exhibit C* - General Terms and Conditions

GTC 610 (Dated 06/09/10)

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

8 page(s)

Exhibit E - Additional Provisions - Federally Funded Agreements

3 page(s)

Exhibit F - Additional Provision

2 page(s)

Exhibit G - Additional Provisions - Contract Monitoring & Transportation

1 page(s)

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

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

CONTRACTOR

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

Milpitas Unified School District

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Cheryl Jordan, Interim Superintendent

ADDRESS

1331 E. Calaveras Blvd.
Milpitas, CA 95035

STATE OF CALIFORNIA

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Simone Dumas, Chief, Contracts and Procurement Section

ADDRESS

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

**California Department of General
Services Use Only**

☐ Exempt per:

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**EXHIBIT A.1
(Subvention Agreement)**

**CaPROMISE PROJECT
Milpitas Unified School District**

I. Introduction

Overview

Promoting the Readiness of Minors in Supplemental Security Income (PROMISE) is a joint initiative of the U.S. Department of Education (ED), the U.S. Social Security Administration (SSA), the U.S. Department of Health and Human Services (DHHS), and the U.S. Department of Labor (DOL) to promote positive outcomes for children who receive Supplemental Security Income (SSI) and their families.

The purpose of PROMISE is to improve the provision and coordination of services and supports for child SSI recipients and their families in order to achieve improved outcomes, such as completing postsecondary education and job training to obtain competitive employment in an integrated setting that may result in long-term reductions in the child recipient's reliance on SSI.

This agreement will allow the California Department of Rehabilitation (DOR) as the CaPROMISE Grant Administrator and Milpitas Unified School District (MUSD), as the part of the Consortium (The Consortium consists of the following: Milpitas Unified School District, Santa Clara Unified School District, Santa Clara County Office of Education, and Expandability. The consortium will participate in CaPROMISE and work together to achieve the contract objectives), to work collaboratively to promote positive outcomes for children who receive SSI as outlined in the DOR's PROMISE Grant proposal. Under this agreement the MUSD will participate with TransAccess to assist with recruiting, enrolling, and serving children ages 14 to 16 who are SSI recipients and residing within the boundaries of MUSD.

Outreach and Recruitment

Within two years of the initiation of the project the Contractor shall:

1. Assist Expandability to plan for and conduct outreach and recruitment activities (such activities may include mailings, phone calls, informational meetings at State or local agencies or schools, home visits, and other efforts targeted to this population);
2. Assist as needed to obtain consent for the participation of a minimum of 104 child SSI recipients (in collaboration with SCUSD and SCCOE).
3. As part of the plan for outreach and recruitment, Assist Expandability, as needed, to prepare and provide potential participants with a recruitment packet that includes:
 - a. A description of the full scope of the project and the goals and objectives of the project with respect to participant outcomes and evaluation activities, including the use of random assignment to determine who will receive project interventions, and an explanation of what will be expected of the control group members (e.g., participation in surveys at 18 months, and potentially 60 months after random assignment);

- b. A project enrollment form developed by the national evaluator that includes sufficient demographic and other information to classify the participants into subgroups for further analysis; and
- c. A written consent form authorizing the child participate in the project for the parent and, if applicable, the child, that will be developed jointly by the project and the national evaluator. As part of the consent, the project requirements must be fully explained to the parent and, if appropriate, to the child. If appropriate, a child who has reached the age of majority under State law must sign the consent form. The consent form must obtain from the parent or child, if appropriate, written consent to participate in the program and to permit the disclosure of personally identifiable information from relevant, privacy-protected records either to the national evaluator or to the project partners in order for them to share data needed to carry out project activities.

All outreach and recruitment materials and forms will be developed and provided in accessible formats for individuals with disabilities, using jargon-free, easily comprehended language, and provided in the family's native language or through another mode of communication, unless it is clearly not feasible to do so.

II. Services To Be Provided

1. DESCRIPTION OF SERVICES

A. Career and Work-Based Learning Experiences: At least one paid work experience in an integrated setting will be provided for participants in the project before leaving high school. In addition, other skill development opportunities will be provided in an integrated setting, such as volunteering or participating in internships, community services, and on-the-job training experiences, including experiences designed to improve workplace basic skills.

B. Parent Training and Information: As needed, support TransAccess to provide information and training to the family of project participants including:

- 1. the parents' role in supporting and advocating for their children's education and employment goals, including the importance of high expectations for their children's participation in education and competitive employment;
- 2. resources for improving the education and employment outcomes of the parents and the economic self-sufficiency of the family, including:
 - a. the acquisition of basic education, literacy, and job-readiness skills, and
 - b. job training and employment services.

C. MUSD may assist Expandability, as needed to provide other Services and Supports (designed to improve education and employment outcomes for participating children and their parents):

- 1. Youth development activities may include:
 - a. training in job-seeking skills, life skills, independent living skills, self-advocacy, self-determination, and conflict resolution;
 - b. exposure to personal leadership development and mentoring opportunities; and

- c. exposure to post-school supports through structured arrangements with postsecondary education programs and adult service agencies.
- 2. Career development/preparatory activities may include:
 - a. career assessments to help identify career preferences, interests, and skills;
 - b. career counseling and exploration, including structured exposure to postsecondary education and other life-long learning opportunities;
 - c. exposure to career opportunities that ultimately lead to a living wage;
 - d. information about educational requirements, entry requirements, and income and benefits potential.

2. SERVICE GOALS/NUMBER TO BE SERVED

During fiscal year 2016/17, it is expected that:

- 50 participants will receive Case Management
- 50 participants will receive Benefits Counseling/Financial Capability Services
- 50 participants will receive Career/Work Based Learning Experience
- 38 participants will receive Parent Training and Information
- 25 participants will receive Other Services and Supports

During fiscal year 2017/18, it is expected that:

- 50 participants will receive Case Management
- 50 participants will receive Benefits Counseling/Financial Capability Services
- 50 participants will receive Career/Work Based Learning Experience
- 38 participants will receive Parent Training and Information
- 25 participants will receive Other Services and Supports

III. Contract Administrator/Program Coordinator

Department of Rehabilitation

Sylvia Hoggatt
721 Capitol Mall, 4th Floor
Sacramento, CA 95814
(916) 558-5406
(916) 558-5802, Fax
Sylvia.Hoggatt@dor.ca.gov

Milpitas Unified School District

Annette Rodarte
1331 E. Calaveras Blvd.
Milpitas, CA 95035
(408) 635-2800, Ext. 4174
(408) 635-2841, Fax
arodarte@musd.org

EXHIBIT B
(Subvention Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS
CaPROMISE

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

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

B. Submission of Invoice(s)

1. Monthly invoices (DR 801B Service Invoice) should be submitted no later than the 20th business day for the preceding month's expenditures, with supporting documentation available upon request. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.
2. Invoice(s) (DR 801B Service Invoice) shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR 801B Invoice shall include the Agreement Number and Registration Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).
3. Federal and State funds are time limited; therefore, invoices (service Invoice DR 801B) 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 funds.
4. 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 Victims Compensation and Government Claims Board, where approval to pay is not guaranteed.

C. Appropriate Expenditures

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

D. Invoice Claim Adjustments

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

E. Budget Contract Amendments

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

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

F. Travel Reimbursements

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

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

2. BUDGET CONTINGENCY CLAUSE

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

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

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

4. PROMPT PAYMENT CLAUSE

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

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

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

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

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

6. ACCOUNTING SYSTEM REQUIREMENTS

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

**STATE OF CALIFORNIA
SERVICE BUDGET**

DEPARTMENT OF REHABILITATION

☒ Original

☐ Amendment

Contract Number

30059

Budget Period

10/01/2016 - 09/30/2017

Effective Date (Amendments Only)

Federal ID Number

77-0289955

Budget Period

10/01/2017 - 09/30/2018

Effective Date (Amendments Only)

Page X of X

1 of 1

Budget Period

Effective Date (Amendments Only)

Contractor Name and Address			Contract Number		Federal ID Number		Page X of X			
Milpitas Unified School District			30059		77-0289955		1 of 1			
1331 E. Calaveras Blvd.			Budget Period		Budget Period		Budget Period			
Milpitas, CA 95035			10/01/2016 - 09/30/2017		10/01/2017 - 09/30/2018					
			Effective Date (Amendments Only)		Effective Date (Amendments Only)		Effective Date (Amendments Only)			
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary	Annual Percent FTE	Amount Budgeted	Annual Salary	Annual Percent FTE	Amount Budgeted	Annual Salary	Annual Percent FTE	Amount Budgeted
1	Employment Counselor - 1 FTE	\$69,012.00	12.50%	\$8,626.50	\$71,150.00	12.50%	\$8,893.75			
2	Benefits @ 33% of Salary	\$22,773.96	12.50%	\$2,846.75	\$23,479.50	12.50%	\$2,934.94			
3	Transition Assistant - 1 FTE	\$54,984.00	12.50%	\$6,873.00	\$56,250.00	12.50%	\$7,031.25			
4	Benefits @ 33% of Salary	\$18,144.72	12.50%	\$2,268.09	\$18,562.50	12.50%	\$2,320.31			
5	Vocational Specialist - 1 FTE	\$94,818.00	7.00%	\$6,637.26	\$95,150.00	0.40%	\$380.60			
6	3 hrs. weekly for 10 months	\$29,393.58	7.00%	\$2,057.55	\$29,496.50	0.40%	\$117.99			
7										
8										
9										
10										
11	Subtotal			\$29,309.15			\$21,678.84			
12	OPERATING EXPENSES									
13	Contracted Teaching Staff									
13	30 hrs. weekly for 5 weeks at \$48.23 hr.			\$7,234.50			\$7,234.50			
14	Benefits @ 31% of Salary			\$2,242.70			\$2,242.70			
15	Mileage/Travel			\$500.00			\$500.00			
16	Office Supplies and Printing			\$500.00			\$450.00			
17	Theft Sensitive Items			\$50.00			\$50.00			
18	Staff Training			\$500.00			\$500.00			
19	Transportation			\$600.00						
20	Instructional Materials			\$550.00						
21										
22										
23										
24										
25	Operating Subtotal			\$12,177.20			\$10,977.20			
26	Personnel and Operating Subtotal			\$41,486.34			\$32,656.03			
27	Indirect Rate Percentage			5.09%			5.09%			
28	Indirect Cost			\$2,111.65			\$1,662.19			
	TOTAL (rounded to nearest dollar)			\$43,598.00			\$34,318.00			

**CaPROMISE PROJECT
SERVICE BUDGET NARRATIVE
Milpitas Unified School District**

1. PERSONNEL

A. CaPROMISE Employment Counselor

Taxes and Benefits

Taxes and benefits include statutory required benefits and taxes as well as benefits conferred by Milpitas Unified School District. The fringe benefit rate of 33% is determined by computing a composite rate to direct salaries and wages. Computation was based on available information at the time this budget proposal was submitted and is an estimate of the actual cost for the budget period. Benefits include STRS, H&W, Workers Comp, SUI, Medicare, and other benefits.

1. Coordinates all work experience activities for the project with all LEA partners (SCUSD and SCCOE) including:
 - a. Coordinating job coaching as needed for all LEA's
 - b. Tracking all statistics and performance of program participants for the work experience requirement of the project for all LEA's and reporting this information to Expandability.
 - c. Coordinating work training sites for the project for all LEA's.
 - d. Organize an event for the participants of all LEA's to explore post-school supports, postsecondary education programs and adult service agencies.
2. Youth Development Activities including:
 - a. Training in job-seeking skills, life skills, independent living skills, self-advocacy, self-determination, and conflict resolution.
3. Career Development/Preparatory Activities may include:
 - a. career assessments to help identify career preferences, interests, and skills.
 - b. career counseling and exploration, including structured exposure to postsecondary education and other life-long learning opportunities.
 - c. exposure to career opportunities that ultimately lead to a living wage.
 - d. information about educational requirements, entry requirements, and income and benefits potential.
4. Other duties as assigned may include:
 - a. Help develop informational materials on CaPROMISE and help distribute these to CaPROMISE eligible students and their parents/guardians.
 - b. Network and partner with other agencies and organizations to obtain correct information and to refer CaPROMISE Project students for additional information and services to assist their transition from school to work.
 - c. Collect data and share information.
 - d. Act as an advocate for CaPROMISE participants.
 - e. Attend all related project meetings and trainings.
 - f. Complete research on practical issues related to participant needs.
 - g. Assist with CaPROMISE Project related documentation.

B. CaPROMISE Transition Assistant

Taxes and Benefits

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1. Career and Work-Based Learning Experiences

- a. Extensive one-on-one job coaching for any student of any LEA project partner, (including SCUSD and SCCOE) in the project, as needed.
- b. Assist in providing project participants at least one paid work experience in an integrated setting before leaving high school.
- c. Provide other skill development opportunities in an integrated setting such as volunteering or participating in internships, community services, and on-the-job training experiences, including experiences designed to improve workplace basic skills.

C. CaPROMISE Vocational Specialist

Taxes and Benefits

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1. Directs the activities of the program within MUSD
2. Oversees program activities relating to MUSD student participants and ensures that all requirements of the CaPROMISE project are met.
3. Works with Santa Clara County project team to develop, plan, and implement the CaPROMISE project.
4. Collaborates with staff on CaPROMISE research study, including providing statistics and details for the research study.
5. Provides career assessment and exploration training to all LEA partners (SCCOE and SCUSD).

2. OPERATING EXPENSES

A. Contracted Teaching Staff

Staff contracted to teach a summer career development and employment program to be provided to program participants of all LEA's of the Santa Clara County Promise Collaborative.

B. Mileage/Travel

Travel for staff to travel to school sites as well as community meetings.

C. Office Supplies and Printing

Costs of consumable supplies that will support and enhance the project. This will include office and computer supplies and postage. Cost of printing materials related to the CaPROMISE Project such as: informational materials and CaPROMISE related documents and research will also be invoiced against the contract.

D. Theft Sensitive Items

Non-expendable items purchased 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, printers, fax machines, copy machines, cameras, projectors, cellular phones, and iPads. These items must be inventoried and a copy of the inventory record must be submitted to DOR upon request.

Purchased Theft Sensitive Items must be used by CaPROMISE Project staff to provide contractual services to CaPROMISE participants or by CaPROMISE participants. Services may include, but are not limited to, case management, outreach and recruitment, benefits counseling, career and work-based learning experiences, parent training and information, youth development activities, career development, and communications.

16/17:

1 voice recorder @ \$50 each.

17/18:

3 USB flash sticks @ \$16 each.

E. Staff Training

Training that would enhance the ability of staff to provide services for this project as well as any training required by the project that has a required fee.

F. Transportation

Busing and public transit passes for CaPROMISE participants to attend summer camp, work sites, or other events organized by the CaPromise collaborative.

G. Instructional Materials

The CaPROMISE Project will purchase instructional materials for student/parent training to conduct a career and wellness fair for parents and students participating in the program, expenses will include training materials, photocopying and purchase of flash drives. There will also be a boot camp related to two 3 week summer career and employment preparation boot camps for program participants. Expenses will include printing, training materials, budgeting kits, work and social skills training kits and activities, flash drives, binders, pencil boxes, paper, pens, and pencils.

3. INDIRECT COSTS

Indirect costs, which are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR Part, 215, 220, 230 (OMBs).

**EXHIBIT D
(Subvention Agreement)**

**SPECIAL TERMS AND CONDITIONS
CaPROMISE**

1. NOTIFICATION & COMPLIANCE

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

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

2. DISPUTES

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

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

3. RIGHT TO TERMINATE

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.

- B. However, the Agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State’s notification to the Contractor.

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

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

5. INSURANCE REQUIREMENTS

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

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

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

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

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

\$1,500,000 per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

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

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

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

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

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

6. CONFLICT OF INTEREST

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

7. CONFIDENTIALITY

- A. Contractor agrees to comply with the provisions applicable to **consumer information** as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and **personal information** as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in

the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.

- C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at iso@dor.ca.gov.
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
 - 1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
 - 2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
 - 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and

Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:
<http://www.dor.ca.gov/VRED/Security-n-Privacy-Training.html>.

- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

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

B. Annual Federal Audit (For Agreements that received Federal Funds \$750,000 and above):

1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance 2 CFR 200.

9. COMPETITIVE BIDDING AND PROCUREMENTS

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any

purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or provide adequate justification for the absence of bidding.

- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

10. USE OF SUBCONTRACTOR(S)

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

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

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

- F. The contract should require prior authorization in writing by the agency before the contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment or services. The contract should also require the contract to provide in its request for authorization all particulars necessary for the evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted or adequate justification provided for the absence of bidding.

11. POTENTIAL SUBCONTRACTORS

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

12. CONTRACT AMENDMENTS

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

13. SOFTWARE

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

The CaPROMISE Project will purchase software and programs related to curriculum and project staff needs. These computer programs will be made available to CaPROMISE Project staff and used only for and by CaPROMISE Project participants.

14. THEFT SENSITIVE ITEMS

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

The following items, regardless of cost must be inventoried:

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

15. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNARY EXCLUSION

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

16. 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. (Public Contract Code Section 10295.4). In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml,
(Board of Equalization) <http://www.boe.ca.gov/cgi-bin/deliq.cgi>

17. ATTRIBUTION

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

EXHIBIT E
(Subvention Agreement)

ADDITIONAL PROVISIONS
CaPROMISE

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 Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.
- C. Copyrights and Patents: The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - 1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
 - 2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

3. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

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

All contractors shall comply with the following statutes and regulations:

- 1. Subject: Discrimination on the basis of race, color, or national origin.
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
Regulation: 34 CFR part 100.**
- 2. Subject: Discrimination on the basis of sex
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
Regulations: 34 CFR part 106.**
- 3. Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).
Regulation: 34 CFR part 104handicap.**
- 4. Subject: Discrimination on the basis of age.
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110**

4. RETURN OF INAPPROPRIATE USE OF FUNDS

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

5. AMERICANS WITH DISABILITIES ACT (ADA)

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

EXHIBIT F
(Subvention Agreement)

ADDITIONAL PROVISIONS
CaPROMISE

1. 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.

2. CONTRACT HANDBOOK

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for CaPROMISE Agreements as applicable for the Fiscal Year(s) covered under this Agreement.

3. DOR's CONTRACT MONITORING

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

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B), are received no later than January 1 to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.

- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.**
- G. Identify low usage levels and consider partial disencumbrance of Agreement funds.**
- H. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.**
- I. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:**
- **Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.**
 - **Verify that job duties, as provided by the Agreement staff, and service descriptions.**
 - **Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.**
 - **Verify that Agreement staff provide services only to authorized DOR consumers.**

**EXHIBIT G
(Subvention Agreement)
ADDITIONAL PROVISIONS**

Milpitas Unified School District

1. CONTRACT MONITORING AND REPORTING

The Milpitas Unified School District CaPROMISE Contract Administrator will monitor the contract by:

- Submitting the Service Invoice (801B) on a monthly basis.
- Ensuring that personnel activity reports and other time allocation documents are maintained by contract staff and reflect accurate reporting.
- Submitting personnel activity reports and other time reporting documents as requested by the DOR Contract Administrator upon request.
- Collaborating with the DOR Contract Administrator and appropriate staff to plan and facilitate two meetings per year (fall and spring).

2. TRANSPORTATION

Transportation will be provided for CaPROMISE grant participants (up to 7 clients in the same vehicle at a time).