



State of California
Health and Human Services Agency

Contracts & Procurement Section
P.O. Box 944222
Sacramento, CA 94299-9222
(916) 558-5680 Office
(916) 558-5681 Fax
scooley@dor.ca.gov l:mail

April 14, 2015

Berkeley Adult School
Burr Guthrie
1701 San Pablo Avenue
Berkeley, CA 94702

Re: Agreement # 29633

Dear Burr Guthrie,

Attached is your three-year Agreement for Fiscal Years 2015/16, 2016/17 and 2017/18. Complete and sign the following checked item(s):

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

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

the authorization, we will require a new Board Resolution to process any amendments.

- ☒ Print out one copy of the Signature Authorization form, complete and sign. The person authorizing the signatures is the person who is authorized to sign the Agreement.
- ☒ General Liability Insurance documents. See Exhibit D for requirements.
- ☒ Worker's Compensation Insurance documents. See Exhibit D for requirements.
- ☐ Auto Insurance documents. See Exhibit D for requirements.

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

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

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

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

Sincerely,

Shari Cooley

Contract Analyst

Enclosures

cc: Contract Administrator

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

AGREEMENT NUMBER
29633
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

Berkeley Adult School

2. The term of this Agreement is: July 1, 2015 through June 30, 2018

3. The maximum amount of this Agreement is: \$326,160.00
Certified Expenditure \$217,440.00

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

CFDA #84.126A State Vocational Rehabilitation Services Program

Exhibit A - Scope of Work	1 page
Exhibit A.1 - Contractor's Program Scope of Work	4 pages
Exhibit B - Budget Detail and Payment Provisions	4 pages
Exhibit B.1 - Contractor's Program Budget and Narrative	9 pages
Exhibit C* - General Terms and Conditions GTC 610 (Dated 06/09/10)	1 page
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	7 pages
Exhibit E - Additional Provisions - Federally Funded Agreements	3 pages
Exhibit F - Additional Provisions - Cooperative/Case Service Agreements	3 pages
Exhibit G - Additional Provisions - Contractor's Monitoring & Transportation	1 page

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

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

CONTRACTOR

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

Berkeley Adult School

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1701 San Pablo Avenue, Berkeley, CA 94702

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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STD 213 (Rev 06/03)

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1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) <div style="font-size: 1.2em; font-family: cursive;">BERKELEY ADULT SCHOOL</div>		
	SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS
	MAILING ADDRESS <div style="font-size: 1.2em; font-family: cursive;">1701 SAN PABLO AVE</div>		BUSINESS ADDRESS
	CITY, STATE, ZIP CODE <div style="font-size: 1.2em; font-family: cursive;">BERKELEY, CA 94702</div>		CITY, STATE, ZIP CODE
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <div style="font-size: 1.2em; font-family: cursive; border: 1px solid black; padding: 2px;">94-6002113</div>		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST </div> <div> CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input checked="" type="checkbox"/> ALL OTHERS PUBLIC SCHOOL </div> </div>			
<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <div style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; text-align: center; line-height: 20px;"> <div style="display: flex; justify-content: space-around; width: 100%;"> <div style="width: 25%;"> </div> <div style="width: 25%;">-</div> <div style="width: 25%;"> </div> <div style="width: 25%;">-</div> <div style="width: 25%;"> </div> </div> </div> <div style="text-align: right; font-size: 0.8em;">(SSN required by authority of California Revenue and Tax Code Section 18646)</div>			
CHECK ONE BOX ONLY			
4	<input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <div style="margin-left: 20px;"> <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. </div>		
5	<p style="text-align: center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p>		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) <div style="font-size: 1.2em; font-family: cursive;">SANDRA INOUE</div>		TITLE <div style="font-size: 1.2em; font-family: cursive;">BUDGET ANALYST</div>
	SIGNATURE <div style="font-size: 1.2em; font-family: cursive;">Sandra Inoue</div>	DATE <div style="font-size: 1.2em; font-family: cursive;">6-25-15</div>	TELEPHONE <div style="font-size: 1.2em; font-family: cursive;">(510) 644-8709</div>
6	Please return completed form to: Department/Office: <u>Department of Rehabilitation</u> Unit/Section: <u>Accounting Services</u> Mailing Address: <u>P.O. Box 944222</u> City/State/Zip: <u>Sacramento, CA 95814</u> Telephone: <u>916) 558-5713</u> Fax: <u>916) 558-5703</u> E-mail Address: <u>JMSmith@dor.ca.gov</u>		

PAYEE DATA RECORD

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

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

Additional Covered Party Endorsement

District: Berkeley Unified School District

Endorsement No.

25501983

Additional Covered Party:

Description of Operations, Vehicle, or Property:

Department of Rehabilitation

As respects to Agreement #29633

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

Coverage Period:

Effective: 7/1/2015

Expires 12:01 a.m.:7/1/2016

The coverage provided to the Covered Party is hereby extended by this endorsement to the Additional Covered Party named above in accordance with the provisions contained in the Memorandum of Coverage (MOC). The coverage extended hereby applies only with respect to liability arising out of activities in the Description of Operations, Vehicle, or Property noted above. It is intended by ASCIP in issuing this endorsement to defend and/or indemnify the Additional Covered Party only if the District is solely negligent. In issuing this endorsement, ASCIP intends and agrees to extend coverage pursuant to the terms and conditions of the MOC to the Additional Covered Party named above only to the extent that the Additional Covered Party faces liability arising out of claims, demands, or lawsuits claiming money damages on account of bodily injury or property damage as defined and limited in the ASCIP MOC. The limits of liability extended to the Additional Covered Party listed above is \$5,000,000 per occurrence for liability.

Authorized Representative:

Date Issued: 7/8/2015



ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5/97

EVIDENCE OF COVERAGE

DATE (MM/DD/YYYY)
7/8/2015

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the memoranda listed below.

MEMORANDUM NUMBER: 104

JOINT POWERS AUTHORITY (JPA)
Alliance of Schools for Cooperative Insurance Programs
16550 Bloomfield Avenue
Cerritos, CA 90703

www.ASCIP.org

CONTACT NAME: Mr. Fritz Heirich, Chief Executive Officer

PHONE: (562) 404-8029

JPA MEMBER

Berkeley Unified School District
2020 Bonar Street
Berkeley CA 94702

This is to certify that the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Memorandum of Coverages on insurance listed below have been issued to the Covered Party named above for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages afforded by the Memorandum of Coverages described herein are subject to all the terms, exclusions, and conditions of such Memorandum of Coverages.

TYPE OF COVERAGE	ADDL INSR	MEMORANDUM NUMBER (MOC)	POLICY EFF (MM/DD/YYYY)	POLICY EXP 12:01a.m.	LIMIT OF LIABILITY / COVERAGE	
GENERAL LIABILITY					COMBINED SINGLE LIMIT PER OCCURRENCE	\$ \$5,000,000
<input checked="" type="checkbox"/> OCCURRENCE	✓	MOC #104	7/1/2015	7/1/2016	AGGREGATE	\$ N/A
<input checked="" type="checkbox"/> Personal Injury						\$
<input checked="" type="checkbox"/> Errors & Omission						\$
<input checked="" type="checkbox"/> Employment Practices						\$
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT PER OCCURRENCE	\$ \$5,000,000
<input checked="" type="checkbox"/> AUTOMOTIVE PHYSICAL DAMAGE		MOC #104	7/1/2015	7/1/2016	ACTUAL CASH VALUE	\$
<input checked="" type="checkbox"/> COMPREHENSIVE / COLLISION						\$
<input type="checkbox"/> ANY AUTO						\$
<input checked="" type="checkbox"/> Owned Auto						\$
<input checked="" type="checkbox"/> Hired Auto						\$
PROPERTY					REPLACEMENT COST SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	
<input type="checkbox"/> BUILDING / CONTENTS						\$
<input type="checkbox"/> FIRE, THEFT, RENTAL INTERRUPTION						\$
<input type="checkbox"/>						\$
<input type="checkbox"/>						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A				EACH ACCIDENT	\$
<input type="checkbox"/> WC STATUTORY LIMITS					PER EMPLOYEE	\$
					POLICY LIMIT	\$
OTHER					SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	
<input type="checkbox"/> EMPLOYEE DISHONESTY (CRIME)						\$
<input type="checkbox"/>						\$
<input type="checkbox"/>						\$
<input type="checkbox"/>						\$

ADDITIONAL REMARKS:

As respects to Agreement #29633

CERTIFICATE HOLDER

Department of Rehabilitation
Attn: Shari Cooley
721 Capitol mall
Sacramento CA 95814

CANCELLATION

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, ASCIP will mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon ASCIP, its agents, or representatives.



AUTHORIZED REPRESENTATIVE: Fritz Heirich

NUMBER: 7504

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

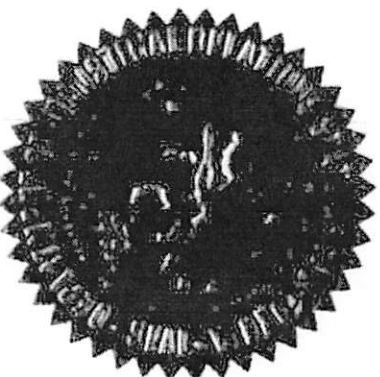
Berkeley Unified School District

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause.

REINSTATED DATE: January 1, 2004
ORIGINAL EFFECTIVE DATE: January 1, 1979

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



[Signature]
MANAGER, SELF-INSURANCE PLANS

[Signature]
DIRECTOR, DEPARTMENT OF INDUSTRIAL RELATIONS

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

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BOARD RESOLUTION

DR 324 (Rev 9/2011)

FULL Name of Corporation or Public Agency

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

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

Name/Position of Person Authorized to Sign Agreement


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

CERTIFICATION

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

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

Address Where Board Meeting Held


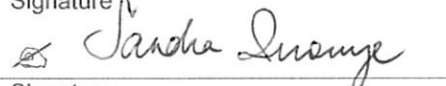


Date of Board Meeting	Signature of Recording Secretary 	Date Signed
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GRANT/CONTRACT SIGNATURE AUTHORIZATION


DR 325 (Rev. 12/98) Computer Generated

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature 	Name (Please Type or Print) LaRanda Marr	Title (Please Type or Print) Vice Principal
Signature 	Name (Please Type or Print) SANDRA INOUE	Title (Please Type or Print) BUDGET ANALYST
Signature 	Name (Please Type or Print) Jacqueline M. Bouette	Title (Please Type or Print) Program Specialist
Signature 	Name (Please Type or Print)	Title (Please Type or Print)

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

Authorized Signature per Board Resolution 	Name (Please Type or Print)	Date Signed
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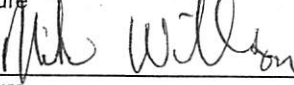
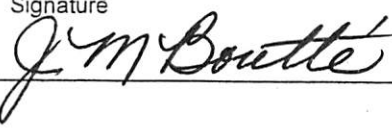
GRANT/CONTRACT SIGNATURE AUTHORIZATION

DR 325 (Rev. 12/98) Computer Generated

GRANTEE/CONTRACTOR:	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)
STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	Berkeley Adult School 1701 San Pablo Avenue Berkeley, CA 94702

COPY

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

Signature 	Name (Please Type or Print) LaRanda Marr	Title (Please Type or Print) Vice Principal
Signature 	Name (Please Type or Print) Burr Guthrie	Title (Please Type or Print) Principal
Signature 	Name (Please Type or Print) Mike Willson	Title (Please Type or Print) Budget Analyst
Signature 	Name (Please Type or Print) Jacqueline Boutte	Title (Please Type or Print) Program Specialist

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

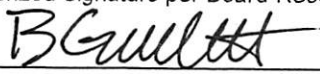
Authorized Signature per Board Resolution 	Name (Please Type or Print) Burr Guthrie, Principal	Date Signed 5/14/12
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EXHIBIT A
(Standard Agreement - Subvention)

1. PURPOSE

Subvention: VR Third Party Cooperative/Case Service Agreements:

2. AUTHORITY

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

Regulations: 34 CFR 369.2 (b)

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

3. CONTRACT REPRESENTATIVES

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

Department of Rehabilitation Maxine Younger 1485 Civic Court, Suite 1100 Concord, CA 94520 (925) 602-3991 (925) 689-1797 fax Maxine.P.Younger@dor.ca.gov	Berkeley Adult School Burr Guthrie 1701 San Pablo Avenue Berkeley, CA 94702 (510) 644-8960 (510) 644-6784 fax burrquthrie@berkeley.net
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4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

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

**COOPERATIVE CONTRACT
BERKELEY ADULT SCHOOL**

WORKABILITY II PROGRAM

SCOPE OF WORK

I. INTRODUCTION

This Cooperative Contract is designed to jointly serve the mutual consumers receiving services from the Department of Rehabilitation DOR through the Greater East Bay District Office and the Berkeley Adult School (BAS). The Berkeley Adult School has partnered with DOR to create WorkAbility II (WAI) through a cooperative contract.

The Berkeley Adult School BAS WAI program is designed to serve all eligible DOR consumers with a variety of disabling conditions. Services delivered through BAS WAI are provided on site on the Berkeley Adult School. DOR consumers referred to BAS WAI for employment preparation, job development, placement and/or education and training services under this agreement will be scheduled for a general intake meeting. This meeting will include the DOR consumer; the DOR counselor and a BAS WAI program representative. The general intake meeting will serve to provide the DOR consumer with an introduction to the WAI program and related services. The DOR counselor will provide relevant information, the DOR consumer's IPE, employment history, barriers to employment, functional limitations and reasonable accommodations if applicable, to ensure coordinated service provision that lead to successful employment outcomes. BAS will refer clients to DOR through this contract agreement.

The Berkeley Adult School WorkAbility II Program staff will provide employment preparation, job development, placement and follow up services, vocational and academic counseling designed to prepare DOR consumers to obtain and retain competitive employment.

All services, funded directly or through certified expenditures, provided through this agreement shall be exclusively for DOR consumers.

During fiscal year 2015/16, a total of 35 unduplicated DOR consumers will receive services through this cooperative agreement.

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

- Open 35 new cases (status applicant)
- Develop 20 new Individual Plans for Employment (IPE)
- Close 13 cases successfully (status closed rehabilitated)

During fiscal year 2016/17, a total of 35 unduplicated DOR consumers will receive services through this cooperative agreement.

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

- Open 35 new cases (status applicant)
- Develop 20 new Individual Plans for Employment (IPE)
- Close 13 cases successfully (status closed rehabilitated)

During fiscal year 2017/18, a total of 35 unduplicated DOR consumers will receive services through this cooperative agreement.

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

- Open 35 new cases (status applicant)
- Develop 20 new Individual Plans for Employment (IPE)
- Close 13 cases successfully (status closed rehabilitated)

II. SERVICES TO BE PROVIDED

A. Employment Services

1. Description of services

Employment Preparation - Intake - The DOR counselor, student/DOR client, and WAI staff will have an initial meeting to review the IPE and the services WA III will provide. In addition, the intake will serve to establish a collaborative effort / agreement between the student/DOR client, DOR counselor, and WA II staff.

BAS WAI staff will provide DOR consumers (as needed) job seeking skills, counseling and preparation either individually or in a group setting. The Berkeley Adult School WA II staff will meet with the DOR consumer to develop an education/training plan and determine/suggest the duration of the training required for accomplishment of the IPE and otherwise expedite entry into Berkeley Adult School. Activities include:

- Informational intake
- Expediting of enrollment into BAS
- Arrangement of accommodations for DOR consumers
- Monitoring of DOR consumer's attendance and performance.
- Addressing problems that may occur while attending school
- One to one vocational career counseling
- Job search skill instructional
- Master application development
- Resume development
- Interview techniques
- Assistance in the development of employment objective and strategies
- Appropriate grooming and hygiene

Service outcomes/number to be served

FY 2015/16:

- There shall be 35 DOR consumers who receive employment preparation services.

FY 2016/17:

- There shall be 35 DOR consumers who receive employment preparation services.

FY 2017/18:

- There shall be 35 DOR consumers who receive employment preparation services.

Job Development, Placement and Follow Up - The Placement Specialist will assist job ready DOR consumers, both in school and out of school, obtain employment by identifying specific job openings. Activities include:

- Intake/information meeting.
- Development and maintenance of relations/network with employers and business groups to identify opportunities.
- Provision of job leads, job descriptions, and related information, and referral of DOR consumers to employer contacts.
- Assisting and coaching DOR consumers with their own job development/search activities.
- Providing monthly reports on DOR consumers' job search activities to their DOR counselor.
- Maintaining a reference file of employer's contacts.

Service outcomes/number to be served

FY 2015/16:

- 20 DOR consumers will receive job development, placement and follow-up services.
- 20 DOR consumers placed in employment consistent with the IPE.
- 13 DOR consumers will be closed successfully.

FY 2016/17:

- 20 DOR consumers will receive job development, placement and follow-up services.
- 20 DOR consumers placed in employment consistent with the IPE.
- 13 DOR consumers will be closed successfully.

FY 2017/18:

- 20 DOR consumers will receive job development, placement and follow-up services.
- 20 DOR consumers placed in employment consistent with the IPE.
- 13 DOR consumers will be closed successfully.

III. CONTRACT ADMINISTRATOR/PROGRAM COORDINATOR

Department of Rehabilitation
Maxine Younger
1485 Civic Ct, Ste 1100
Concord, CA 94520
Tel# (925) 602-3991
(925) 689-1797
myounger@dor.ca.gov

Berkeley Adult School WAI
Burr Guthrie
1701 San Pablo Avenue
Berkeley, CA 94702
Tel# (510) 644-8960
(510) 644-6784 fax
burr Guthrie@berkeley.net

IV. LINKAGES TO OTHER COMMUNITY AGENCIES

Berkeley Adult School WorkAbility II Program has regular contact and on-going working relationships with the following agencies to increase opportunities for DOR consumers and avoid duplication of services.

- East Bay Works One-Stop Career Centers (14) locations.
- Local Chamber of Commerce (Berkeley and Oakland).
- Bay area Job Developer Consortium.
- Berkeley City College.
- City of Berkeley Work source.
- Alameda County Transition into Occupations Network. (Action)
- Alameda County Step Up Program.
- Employment Development Department-Eastbay.
- University of California-Berkeley Human Resources.
- Goodwill Industries
- Building Opportunities for Self-sufficiency
- City and County of San Francisco Human Resources.

V. IN SERVICE TRAINING

Twice a year or more frequently or as needed, in service training will be conducted to cross-train in each agency's mission, service, procedures, and professional approaches.

EXHIBIT B
(Standard Agreement - Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

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

B. Submission of Invoice(s)

1. Monthly invoices must be completed using the DR 801B Service Invoice form (DR801B) and shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR801B shall include the Agreement Number, 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).
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

Victims Compensation and Government Claims Board, where approval to pay is not guaranteed.

6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

C. Appropriate Expenditures

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

D. Invoice Claim Adjustments

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

E. Budget Contract Amendments

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

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

F. Travel Reimbursements

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

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

2. BUDGET CONTINGENCY CLAUSE

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

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

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

4. PROMPT PAYMENT CLAUSE

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

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

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

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

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

6. ACCOUNTING SYSTEM REQUIREMENTS

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

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

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

Berkeley Adult School

Program Budget and Match Summary July 1, 2015 - June 30, 2018

	FY 2015/16 <u>TOTALS</u>	FY 2016/17 <u>TOTALS</u>	FY 2017/18 <u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$107,666	\$107,666	\$107,666
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$108,720	\$108,720	\$108,720
TOTAL FEDERAL COSTS	\$216,386	\$216,386	\$216,386
Certified Match (If applicable)	\$72,480 25.09%	\$72,480 25.09%	\$72,480 25.09%
Total Federal Share	\$216,386 74.91%	\$216,386 74.91%	\$216,386 74.91%
Cash Match (If applicable)	0%	0%	0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
TOTAL STATE MATCH	\$72,480	\$72,480	\$72,480

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

This Section For DOR Use Only			
	Year 1	Year 2	Year 3
Certified match minimum contribution amount at 25%	\$72,129	\$72,129	\$72,129
Cash match minimum contribution amount at 21.3%	\$46,090	\$46,090	\$46,090

Berkeley Adult School

DOR Program Budget July 1, 2015 - June 30, 2018

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FY 2015/16 TOTAL</u>	<u>FY 2016/17 TOTAL</u>	<u>FY 2017/18 TOTAL</u>
Rehabilitation Team Unit 1 FTE = \$110,377	Units	0.40	0.40	0.40
		\$44,151	\$44,151	\$44,151
Case Services (Individual Consumer Expenses)		63,515	63,515	63,515
	SUBTOTAL	\$107,666	\$107,666	\$107,666
Case Service Contract(s):				
TOTAL DOR PROGRAM COST		\$107,666	\$107,666	\$107,666

STATE OF CALIFORNIA
SERVICE BUDGET

DEPARTMENT OF REHABILITATION

☒ Original

☐ Amendment

Contractor Name and Address		Contract Number			Federal ID Number			Page 1		
Berkeley Adult School		29633			94-6002113					
1701 San Pablo Avenue		Budget Period			Budget Period			Budget Period		
Berkeley, CA 94702		July 1, 2015-June 30, 2016			July 1, 2016-June 30, 2017			July 1, 2017-June 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	Program Specialist - 37.5 hrs/wk, 12 mos	\$101,015.00	100%	\$101,015.00	\$101,015.00	100%	\$101,015.00	\$101,015.00	100%	\$101,015.00
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15										
16										
17										
18	Subtotal			\$101,015.00			\$101,015.00			\$101,015.00
19	OPERATING EXPENSES									
20	Travel/Mileage			\$2,000.00			\$2,000.00			\$2,000.00
21	Office Supplies			\$700.00			\$700.00			\$700.00
22	Communication			\$1,220.00			\$1,220.00			\$1,220.00
23	Theft Sensitive Items			\$3,785.00			\$3,785.00			\$3,785.00
24										
25										
26										
27	Operating Subtotal			\$7,705.00			\$7,705.00			\$7,705.00
28	Personnel and Operating Subtotal			\$108,720.00			\$108,720.00			\$108,720.00
29	Indirect Rate Percentage									
30	Indirect Cost									
	TOTAL (rounded to nearest dollar)			\$108,720			\$108,720			\$108,720

SERVICE BUDGET NARRATIVE

PERSONNEL:

Benefits include medical, sick leave, vacation, disability leave, and retirement. Benefit percentage of benefits to salary is 29%. Cost of benefits included in position line items.

Program Specialist

The Program Specialist will supervise and monitor the assignments of the program staff and the contract. The duties include:

- Under supervision of the Principal assist in planning, developing and coordinating the BAS WA II Program.
- Liaison with the DOR supervisory staff to monitor the progress of the WAI Program meeting contract objectives.
- Complete all BAS WAI Program documentation/reports required by DOR.
- Meet with DOR consumers and DOR counselors to discuss vocational planning (as needed).
- Assist DOR consumers with job development and vocational planning (as needed).
- Record DOR consumer's intake and program activities in WorkAbility II case files.
- Maintain files and records of all DOR consumers.
- Confer with Berkeley Adult School WorkAbility II Staff regarding status of DOR consumers on a regular basis.
- Provide employment preparation, job development and placement services to DOR consumers.
- Contact employers to develop job leads and refer DOR consumers to appropriate job openings.
- Network with employment related groups including Job Placement Circle.
- Perform on-going review of DOR consumer's job readiness.
- Record DOR consumers program activities in Berkeley Adult School WAI case files.
- Provide monthly progress reports on DOR consumer's job search activities to referring DOR counselor.
- Confer with Berkeley Adult School Vocational Advisor regarding status of DOR consumers on a regular basis.

Traditional Educational Duties:

- Program Specialist position exists 100% to provide contract services

OPERATING:

Travel/Mileage: WA II staff mileage expenses for local job development, meetings with consumers, and WA II program related activities. Rate and per diem paid will not exceed rates and per diem paid to State employees.

Office Supplies: Office supplies necessary to carry out the WA II contract. This includes postage, paper, pencils, pens, computer discs, duplicating costs, and recordkeeping materials.

Communications: Includes local area and toll call charges for communication with DOR clients, DOR counselors and employers.

Theft Sensitive items: Laptop computers, printer/fax, scanner for use by contract staff in provision of contract services for fiscal year 2015/16, fiscal year 2016/17 and fiscal year 2017/18. Estimate:

Laptop Computers	Estimated Cost \$1000/unit
All-in-One Printer/Fax	Estimated Cost \$785
Copiers	Estimated Cost \$500/unit

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

July 1, 2015 - June 30, 2018

Contractor Name and Address				Cooperative agency agrees it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds.					
Berkeley Adult School 1701 San Pablo Avenue Berkeley, CA 94702									
Item Expenditure	July 1, 2015-June 30, 2016			July 1, 2016-June 30, 2017			July 1, 2017-June 30, 2018		
PERSONNEL - Title & Time Base	Annual Salary	Annual Percent FTE	Annual Amount Certified	Annual Salary	Annual Percent FTE	Annual Amount Certified	Annual Salary	Annual Percent FTE	Annual Amount Certified
WA II Program Administrator I - 40 hrs/wk, 12 mos	\$162,160.65	14.2137%	\$23,049.03	\$162,160.65	14.2137%	\$23,049.03	\$162,160.65	14.2137%	\$23,049.03
WA II Program Administrator II - 40 hrs/wk, 12 mos	\$140,180.78	7.00%	\$9,812.65	\$140,180.78	7.00%	\$9,812.65	\$140,180.78	7.00%	\$9,812.65
WA II Vocational Advisor - 12 hrs/wk, 11 mos	\$30,418.63	50.00%	\$15,209.32	\$30,418.63	50.00%	\$15,209.32	\$30,418.63	50.00%	\$15,209.32
WA II Support Staff I - 37.5 hrs/wk, 11 mos	\$74,213.50	5.00%	\$3,710.68	\$74,213.50	5.00%	\$3,710.68	\$74,213.50	5.00%	\$3,710.68
WA II Support Staff II - 37.5 hrs/wk, 11 mos	\$66,744.34	3.00%	\$2,002.33	\$66,744.34	3.00%	\$2,002.33	\$66,744.34	3.00%	\$2,002.33
WA II Support Clerk - 37.5 hrs/wk, 11 mos	\$59,591.23	3.00%	\$1,787.74	\$59,591.23	3.00%	\$1,787.74	\$59,591.23	3.00%	\$1,787.74
WA II Budget Specialist - 37.5 hrs/wk, 12 mos	\$72,318.68	8.00%	\$5,785.49	\$72,318.68	8.00%	\$5,785.49	\$72,318.68	8.00%	\$5,785.49
Personnel Subtotal			\$61,357.23			\$61,357.23			\$61,357.23
OPERATING EXPENSES									
Operating Subtotal									
Personnel and Operating Subtotal			\$61,357.23			\$61,357.23			\$61,357.23
Indirect Cost Percentage		6.54%	\$4,012.76		6.54%	\$4,012.76		6.54%	\$4,012.76
Indirect from Service Budget not charged		6.54%	\$7,110.29		6.54%	\$7,110.29		6.54%	\$7,110.29
TOTAL EXPENDITURES "CERTIFIED"			\$72,480			\$72,480			\$72,480

**BERKELEY ADULT SCHOOL
COOPERATIVE AGENCY CERTIFIED EXPENDITURE BUDGET NARRATIVE**

PERSONNEL:

Benefits: Include medical, sick leave, vacation, disability leave, and retirement. Benefits range from 18 to 40% of salaries. Cost of benefits included in position line items.

Cooperative Program Functions:

WA II Program Administrator I

Meet with Workability II staff on a regular basis to insure that all documentation and contract activities are carried out; oversee the development of the Workability II contract, budget amendments and revisions as needed.

Traditional Agency Functions:

Principal

Administrator responsible for the overall management, coordination for Berkeley Adult School programs, services, students, faculty and staff.

Cooperative Program Functions:

WA II Program Administrator II

Support WAI staff to ensure that all documentation and contract activities are carried out; support the development of the WAI contract, budget amendments and revisions as needed.

Traditional agency functions:

Vice Principal

Co-administrator responsible for supporting overall management and coordination for Berkeley Adult School programs, services, students, faculty and staff.

Cooperative Program Functions:

WA II Vocational Advisor

The Vocational Advisor will provide the DOR client/student assistance and support in activities that are vocational related/employment services.

Activities include:

- Meet for general intake with DOR client/students to develop educational/training curriculum and determine the duration of training required for accomplishment of IPE.
- Assist DOR clients/students with job development and placement activities.
- Review DOR client/student work related behavior in order to identify and work toward resolution of barriers to employment including appropriate behaviors, communication skills, personal hygiene and self advocacy.
- Assist DOR clients/students to develop employment objectives and strategies to retain work.

- Organize DOR client/student work history, develop master application, resume and cover letter and assist in completing employer questionnaires/supplemental statements on job applications.
- Record DOR client/students' WA II program activities for case files.
- Confer with BAS WA II Program Specialist regarding progress of DOR clients/students on a regular basis.
- Monitor DOR clients/students attendance and performance. Provide DOR counselor with monthly progress reports.
- Address problems that occur in DOR client's/student's training program objectives. Coordinate meetings to address and review progress in training with DOR counselors.

Traditional Educational Duties:

Social Science Instructor

Cooperative Program Functions:

WA II Support Staff I

Distributes and gathers time records for WA II Staff. Process WAI invoices. Provides accounting and clerical support for the Workability II contract.

Traditional Agency Functions:

School Secretary

Responsible for administrative and clerical support for budget and accounting services at Berkeley Adult School.

Cooperative Program Functions:

WA II Support Staff II

Assists in time records for WAI staff and processing of WA II invoices. Provides accounting services/accounting clerical support to WAI Support Staff I.

Traditional Agency Functions:

Clerical Specialist

Provides clerical support for fiscal and accounting services at Berkeley Adult School

Cooperative Agency Functions:

WA II Support Clerk

Provides clerical support for WA II Support Staff I and II.

Traditional Agency Functions:

Clerical III

Provides clerical support for administration at Berkeley Adult School.

Cooperative Program Functions:

WA II Budget Specialist

Completes Service Budget and Certified Expenditure Summary Invoices for Workability II and submits Workability budget amendments and revisions.

Traditional Agency Functions:

Budget Analyst

Provides fiscal/accounting services for Berkeley Adult School.

OPERATING:

No operating expenses are being certified.

INDIRECT:

Indirect Cost/Administrative Cost:

Indirect cost rate of the BAS WA II Cooperative Program is the rate calculated and approved by the California Department of Education.

Indirect Cost/Administrative Cost From Service Budget:

In calculating the cooperative agency share, this amount represents the indirect amount from the Service Budget not charged and approved by the California Department of Education.

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 610)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Click on the Standard Contract Language section to expand, then click on GTC 610.

EXHIBIT D
(Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION & COMPLIANCE

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

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

2. DISPUTES

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

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

3. RIGHT TO TERMINATE

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

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

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

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

5. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

6. CONFLICT OF INTEREST

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

7. CONFIDENTIALITY

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

- C. Contractor agrees to 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.).
- D. 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 Agreement 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 Agreement 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 Agreement. 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 Agreement. 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 Agreement.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "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 three (3) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period, whichever is later.

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

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

9. COMPETITIVE BIDDING AND PROCUREMENTS

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.
- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this

Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.

- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

10. USE OF SUBCONTRACTOR(S)

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

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

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

11. POTENTIAL SUBCONTRACTORS

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

12. CONTRACT AMENDMENTS

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

13. SOFTWARE

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

14. THEFT SENSITIVE ITEMS

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

The following items, regardless of cost must be inventoried:

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

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

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance

programs under Executive Order 12549. By signing this Agreement, Contractor certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

4. PROHIBITION ON TAX DELINQUENCY

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

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

5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

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

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

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

6. RETURN OF INAPPROPRIATE USE OF FUNDS

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

7. AMERICANS WITH DISABILITIES ACT (ADA)

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

EXHIBIT F
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES

1. MATCH REQUIREMENTS

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

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

For Agreements that include **CASH MATCH**:

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

2. INDIRECT COSTS

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. There is no cap on the certified match, however, indirect costs over 40% require a copy of the rate approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

3. CONTRACT HANDBOOK

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

4. DOR'S CONTRACT MONITORING

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

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

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

EXHIBIT G
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS-CONTRACTOR'S MONITORING & TRANSPORTATION

I. CONTRACT MONITORING AND REPORTING

The Program Contract Administrator shall monitor the contract by:

- Submitting monthly Service Invoices (801B) and Certified Time Summaries on a monthly basis, including a monthly cover letter outlining contract progress and outcomes with regard to contract goals for each service provided in the contract (DOR applications, IPEs, and successful employment outcomes), and a list of students/DOR consumers served for each month submitted.
- Submitting Personnel Activity Reports or time reporting documents completed by cooperative program staff and other invoicing documentation requested by the DOR Contract Administrator at least twice annually.
- Meeting with DOR and program staff to discuss contract progress at least quarterly.
- Monitoring preparation and submittal of consumer monthly progress reports to the assigned DOR vocational rehabilitation counselor. Progress reports should include student/DOR consumer's name, progress in contract goals, and other necessary or required information.

II. TRANSPORTATION OF DOR CLIENTS:

Transportation will not be provided to DOR clients receiving services under this contract.