

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

33078

PURCHASING AUTHORITY NUMBER (If Applicable)

DOR-5160

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

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTOR NAME

San Bernardino County Workforce Development Board

2. The term of this Agreement is:

START DATE

August 1, 2025 or Upon DGS Approval (whichever date is later)

THROUGH END DATE

July 31, 2027

3. The maximum amount of this Agreement is:

\$1,429,987.00 One million four hundred twenty nine thousand nine hundred eight seven dollars and zero cents

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B.1	Contractor's Budget and Narrative	2
+ - Exhibit C*	General Terms and Conditions (GTC 2/2025)	1
+ - Exhibit D	Special Terms and Conditions	7
+ - Exhibit E	Additional Provisions - Federally Funded Agreements	3

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

San Bernardino County Workforce Development Board

CONTRACTOR BUSINESS ADDRESS

290 N. D Street, Suite 600

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Bradley Gates

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 33078	PURCHASING AUTHORITY NUMBER (If Applicable) DOR-5160
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Department of Rehabilitation			
CONTRACTING AGENCY ADDRESS 721 Capitol Mall, 6th Floor	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Linda Vu	TITLE SSMII		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

EXHIBIT A SCOPE OF WORK

San Bernardino County Workforce Development Department and California Department of Rehabilitation

Purpose:

The California Department of Rehabilitation (DOR) through this Agreement with San Bernardino County, through its Workforce Development Department (SBCWDD or Contractor) agrees to participate in a collaboration in San Bernardino County that will provide Professional Work Experience Employment Services, led by DOR, for placing DOR clients into an enhanced paid work experience program named San Bernardino County Works (SBC WORKS). SBC WORKS will focus on two of SBCWDD's Sector Based Career Pathways which includes Government sector employment opportunities within San Bernardino County Departments, logistics/transportation and a promising growth sector in San Bernardino County, Hospitality/tourism.

In the Government Sector, consumers will be placed in many of the 45 San Bernardino County Departments. Consumers will be placed in paid work experience positions such as customer service representatives, clerical/office assistants, and information clerks that can lead to employment opportunities within San Bernardino County.

In the Logistics/Transportation Sector with an emphasis on Aviation, consumers will be placed at Ontario International Airport, San Bernardino International and other related sites, in positions such as baggage handlers, ramp agents, aircraft cabin cleaners, ticketing agents, and customer service representatives for airlines and ground service providers. These roles help them gain industry experience and develop the skills needed for long-term career growth in aviation and airport operations.

In the Hospitality/Tourism sector at local hotels, entertainment venues and retail entities, consumers will have opportunities for placement in roles such as customer service representatives, hotel front desk agents, restaurant servers, baristas, housekeeping staff, and airport lounge attendants. These positions provide valuable customer service and operations experience within the airport's hotels, restaurants, and premium lounges.

By working with Ontario and San Bernardino International Airport and its network of hospitality and aviation employers, we aim to ensure consumers gain meaningful employment and receive the necessary support to remain employed and grow within their chosen careers.

Background:

The Workforce Opportunity and Innovation Act (WIOA), signed into law on July 22, 2014, supersedes the Workforce Investment Act of 1998 and retains and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

WIOA established a broad vision of workforce programs. This vision:

- reaffirms the ongoing role of American Job Centers;

- requires coordination and alignment of key employment, education, and training programs;
- promotes program alignment at the Federal, State, local, and regional levels;
- builds on proven practices such as sector strategies, career pathways, regional economic approaches, work-based training, and.
- for Title IV, the vocational rehabilitation program, it establishes clear priorities in serving individuals with disabilities toward obtaining competitive integrated employment, reaffirms that business is a customer of the VR system, and.

In order to align with the vision of the WIOA and provide meaningful support to individuals with disabilities in California, DOR and SBCWDD are committed to working collaboratively to support local and regional initiatives that support the employment of individuals with disabilities.

The DOR, as a mandatory partner in the Workforce Development System, provides services and supports to eligible individuals with disabilities and businesses requesting services at or referred from the America's Job Centers of California (AJCC). As the Title IV representative, the DOR provides vocational rehabilitation services and knowledge and expertise on the employment and accommodation of job seekers and employees with disabilities.

Agreement Term:

The term of this Agreement is effective upon the Department of General Services approval through July 31, 2027.

SCOPE OF SERVICES AND DELIVERABLES:

The responsibilities of each party include the following:

Responsibilities of SBCWDD

1. Employ a dedicated Workforce Development Specialist (Case Manager), Business Services Representative (Job Developer), AJCC Supervisor and AJCC Manager for the project to work on a schedule to be mutually agreed upon by DOR and Contractor.
 - a. The Workforce Development Specialist will provide the following services to enrolled participants:
 - a. Provide services on-site at the AJCC center as requested by DOR and as agreed to by the SBCWDD.
 - b. SBCWDD will refer qualified DOR clients to enroll 100 individuals into the Enhanced Paid Work Experience program over the course of the two-year contract (35 individuals enrolled PY 25/26 and 65 individuals enrolled PY26/27). SBC WDD's Workforce Development Specialist will provide appropriate job matching services for 100 Paid Work experience slots per the two year contract term; timesheet preparation and submission, worksite coordination, act as a liaison between the worksites and DOR, assist worksites on on-boarding of DOR eligible clients, Complete Individualized Employment Plans (IEP), Career Development section, with an emphasis on each participant's career pathway and to include on-going assessments and support of participant throughout program participation.

- c. In cooperation with project staff, identify and discuss client's employment-related needs and progress, participating in case conferences and interacting with project staff to assist in troubleshooting and/or coordinating service strategies as necessary.
 - d. Participate in project trainings, meetings, and other project activities as scheduled.
2. Provide project data and all required reports on a monthly schedule to be determined as well as upon demand by DOR.
 - a. Promote best practices in working with individuals with disabilities services within the SBCWDD AJCC system through activities to include, but not necessarily limited to, referrals to the program, training for AJCC staff, resource-sharing, and program integration.
 - b. In cooperation with DOR, co-enroll all 100 participants per contract and place nearly 50% of all participants into an unsubsidized job, Year 1 (17 participants) and Year 2 (32 participants).
3. Provide a designated single point of contact for the program.
4. Notify DOR Project Director immediately of any changes, to include but not limited to, staffing issues which could impact project operations.
5. Provide a management level representative to participate in start-up planning activities, training, and on-going attendance at partner meetings.

Responsibility of DOR

1. Provide appropriate referrals of DOR clients to enroll 100 DOR clients into the program through the SBCWDD, per the contract's two-year term. Services that will include case management, job readiness training, job placement, job development and post-placement services.
2. Provide oversight to include, but not necessarily limited to, conducting the following activities: Job Readiness Training, staff and partner training, case conferences, project partner meetings, site reviews, and monitoring of partner services and activities, including case file reviews and program and fiscal monitoring in alignment with the Office of Management and Budget (OMB) regulations.
3. Gather data from all project partners and prepare and submit all required reports.
4. Provide Management Level Staff as needed to work in cooperation with SBCWDD management to ensure an integrated service delivery system, that high quality services are provided, ensure compliance with federal guidelines, and monitor performance against project goals.

Agreement Managers

The project representatives for the term of this Agreement shall be:

Department of Rehabilitation Inland Empire District

Alfonso Jimenez, Regional Director
2010 Iowa Ave., Building E. Suite 100
Riverside, CA 92507
Phone: (951) 782-4355
Email: Alfonso.Jimenez@dor.ca.gov

San Bernardino County Workforce Development Department

Robert Chavez-Assistant Director
290 N. D St. Suite 600
San Bernardino, CA 92415
Phone: (909) 387-9858
Email: Robert.Chavez@wdd.sbcounty.gov

EXHIBIT B
(Standard Agreement - Subvention)
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- For services satisfactorily rendered, and upon receipt and approval of the invoice(s) by the Contract Administrator, the DOR agrees to reimburse, in arrears, the Contractor for **actual expenses** incurred in accordance with the rates specified in Exhibit B.1.
- Contractor agrees that it shall provide a monthly report on program progress to DOR and that such reports will include a program report and an invoice, utilizing DOR's forms and following DOR's guidelines for preparation and submission.
- Invoices shall be submitted no later than thirty (30) days after the service has been completed or within five (5) business days after the contract administrator/designee has requested in writing for the invoice to be submitted.
- Invoice DOR on a monthly basis by no later than the 20th of each month, in sufficient detail and with back-up documentation as requested by DOR
- Maintain all fiscal records in alignment with the Office of Management and Budget (OMB) regulations.

Invoices shall be submitted via email to: Liezel.Taube@dor.ca.gov

2. Budget Detail

Estimated two (2) year Budget: \$1,429,987.00

(See Exhibit B.1 – Contractor's Budget and Narrative for details)

3. Budget Contingency Clause (State Funds)

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

4. 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 this 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 State 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.

5. Prompt Payment Clause

The Department of Rehabilitation is obligated to promptly pay all invoices (Government Code Chapter 4.5 commencing with §927). However, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the Department of Rehabilitation is required to pay Contractors a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The Contractor does not need to request the late payment as the Department of Rehabilitation will determine and send any late payment to the Contractor.

6. Tax Compliance

The Contractor is hereby notified that the Department of Rehabilitation is required by Federal and State Tax Codes to report certain payments to individuals. Without this information, the Department of Rehabilitation cannot pay Contractor invoices. The Contractor agrees to abide by these conditions and provide the requested information.

7. Excise Tax

The Department of Rehabilitation is exempt from Federal excise taxes and no payment will be made for taxes levied on employee(s) wages. The Department of Rehabilitation will pay for any applicable State of California or local sales or use tax on services rendered, or equipment or parts supplied, pursuant to this Contract. The Department of Rehabilitation may pay any applicable sales and use tax imposed by another State.

EXHIBIT B.1
Contractor's Budget and Narrative

Organization	SAN BERNARDINO COUNTY WORKFORCE DEVELOPMENT DEPARTMENT
Project Name	SBC WORKS

PROGRAM COST									
Description	# of participants	Hours per Week	# of Weeks	Hourly Rate	Total Wages	Total Payroll Cost per Participant (Taxes, Fees, WC)	Total Payroll Cost	Total Wages + Payroll Cost for 2 years	
Paid Work Experience & Payroll	100.00	20.00	20.00	20.00	800,000.00	2,830.00	283,000.00	1,083,000.00	
STAFFING COST							Total Program Cost	\$1,083,000.00	
Job Titles of Staff	FTE	Monthly Salary	Months	Total Salary		Benefits	Benefit %	Total Staff Salaries + Benefits	
Workforce Development Specialist	0.55	5,446.00	24.00	71,887.00		35,244.00	49.03	107,131.00	
Senior Accountant	0.15	6,063.00	24.00	21,827.00		8,755.00	40.11	30,582.00	
Business Services Rep.	0.55	5,446.00	24.00	71,887.00		35,244.00	49.03	107,131.00	
AJCC Manager	0.03	7,782.00	24.00	4,669.00		2,112.00	45.23	6,781.00	
Workforce Development Supervisor	0.03	6,395.00	24.00	4,604.00		2,240.00	48.65	6,844.00	
				-		-			
				Total Salary	174,874.00	Total	83,595.00		
							Total Staffing Cost	\$258,469.00	
Operating Expenses									
Rent	Facility cost of program staff directly charged to the program								26,330.65
Utilities and Communication	Utilities and Communication cost for program staff directly charged to the program								8,417.00
Supplies	Operating Supplies and other operating cost of the program								15,000.00
							Total Operating Expenses	49,747.65	
Indirect Costs									
Indirect Cost	15% of Direct Salaries and Benefits								38,770.35
									-
							Grand Total for 2 Years	\$1,429,987.00	

Budget of \$1,429,987.00 allows for 100 Paid Work Experience slots for two years. Slot cost is \$14,299.87 with \$10,830 (75.7%) of total directly back to the participant in wages under the Paid Work Experience Activity.

1. The AJCC Supervisor and AJCC Manager .03 FTE each, will provide program management services to ensure outcome goals and services are provided to the contract's requirements, supervision of the Case Manager/Job Developer and relationship management with the paid worksite experience employers.
2. The Workforce Development Specialist (Case Manager .55 FTE & Job Developer .55 FTE) will provide the following services to enrolled participants with the AJCC Manager supervision:
 - a. Provide services on-site at the AJCC center as requested by DOR and as agreed to by the SBCWDD.
 - b. SBCWDD will refer qualified DOR clients to enroll 100 individuals into the Enhanced Paid Work Experience program, per the contracted two-year term. SBCWDD's Career Coaches will provide appropriate job referral and matching services into Paid Work experience slots, including payroll preparation, timesheet preparation and submission, worksite coordination, act as a liaison between the worksites and DOR, assist the worksites on on-boarding of DOR eligible clients, Complete Individualized Employment Plans (IEP), Career Development section, with an emphasis on each participant's career pathway and to include on-going assessments and support of participant throughout program participation.
 - c. In cooperation with project staff, identify and discuss client's employment-related needs and progress, participating in case conferences and interacting with project staff to assist in troubleshooting and/or coordinating service strategies as necessary.
 - d. Participate in project trainings, meetings, and other project activities as scheduled.
 - e. Braid appropriate grant sources to leverage additional funding to provide support services up to \$100,000.00 per 100 individuals to ensure completion of the paid work experience in the Enhanced Paid Work Experience Program. SBCWDD Match amount for approximately \$100,000.00.
3. Administrative personnel: Accountant prepares the invoices, the budget, keeps track of the budget versus actual cost, posts the transactions in the accounting system.

Payroll Clerk processes the payroll for participants every other week.

Finance Manager reviews the work of the Accountant and Payroll Clerks, reviews invoices, prepares reports, monitors the budget.

Benefit Breakdown: Benefits at 42% (FICA 7.65%, Health Insurance 18%, Retirement Benefits 14%, Compensation Insurance 2.35%)

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 2/2025)

PLEASE NOTE: This page will not be included with the final Agreement, The General Terms and Conditions will be included in this Agreement by reference to Internet site

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

EXHIBIT D
(Standard Agreement - Subvention)
SPECIAL TERMS AND CONDITIONS

1. Notification and Compliance

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

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 3, listed below.
- B. Contractor must submit a letter of appeal to the Agency Director explaining why the Supervisor's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor's written decision. The Director or designee 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. Insurance Requirements

General Provisions Applying to All Policies

- A. Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- H. Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- I. Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.
 - i. Commercial General Liability – Contractor's liability shall be primary and non-contributory over any other valid or collectible insurance and self-insurance. Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall

apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

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

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

ii. Professional Liability

Contractor shall maintain Professional Liability at \$1,000,000 per occurrence and \$2,000,000 aggregate covering any damages caused by a negligent error, act, or omission. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of this Agreement work. The Contractor is responsible to maintain continuous coverage for up to three years after the notice of completion.

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

- iii. 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.

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

5. 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.

6. 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.

7. 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.

8. 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.

9. Confidentiality

OAH shall enforce all applicable requirements concerning the confidentiality of information and records relating to the mediations and hearings conducted pursuant to this agreement as required by statute or applicable regulation. (29 U.S.C. § 701(c); 29 U.S.C. §.722(8)(C), 34 CFR §.361.38; - Welf. & Inst. Code, § 19708; , Cal. Code Regs., tit. 9, -§§ 7140 - 7143.5 and 7353.6 - 7361 .)

- 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 ispo@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.

10. 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.

11. Attribution

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

12. Unruh Civil Rights Act and The Fair Employment and Housing Act

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

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

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

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

1. FEDERAL REQUIREMENTS

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

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

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

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

4. PROHIBITION ON TAX DELINQUENCY

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

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

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

5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Chapter 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-1 Obligations of Contractors and Subcontractors, Subpart A. Preliminary Matters; Equal Opportunity Clause; Compliance Reports.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All contractors shall comply with the following statutes and regulations:
 - 1. Subject: Discrimination on the basis of race, color, or national origin.
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
Regulation: 34 CFR part 100.
 - 2. Subject: Discrimination on the basis of sex
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
Regulations: 34 CFR part 106.
 - 3. Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).
Regulation: 34 CFR part 104handicap.
 - 4. Subject: Discrimination on the basis of age.

Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110

6. RETURN OF INAPPROPRIATE USE OF FUNDS

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

7. AMERICANS WITH DISABILITIES ACT (ADA)

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