

**CONTRACTOR CONTRACT DECLARATIONS & EXECUTION**

| Title of Contract:          | CFDA No. | RFP No. | Contract No. |
|-----------------------------|----------|---------|--------------|
| Transition Alliance Program | 84.126   | N/A     | 20-TAP-03    |

This Contract shall be signed by both parties before the Contractor provides any services pursuant to it. The Agency is not obligated to make payment for any services or deliverables provided by or on behalf of the Contractor before the Contract is executed by both parties. This Contract is entered into by the following parties:

| Agency of State: (hereafter "IVRS" or "Agency") | Contractor: (hereafter "Contractor")             |
|---|--|
| Iowa Vocational Rehabilitation Services         | Cedar Falls School District                      |
| Agency Principal Address ("Notice Address"):    | Contractor Principal Address ("Notice Address"): |
| 510 E 12 St. Des Moines, IA 50319               | 1002 W First Street, Cedar Falls, IA 50613       |
| Contractor Tax ID No. 42-0862684 V#00002108605  | Organized under the laws of: State of Iowa       |

| Contract Information:  | Start Date   | End Date  | # of Yearly Extensions  | Billing Frequency:  |
|--|--|---|---|---|
| Article I. Period  | 10/1/2019  | 9/30/2020   | 5   | <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other |
| Maximum Value of Contract & Amendments   | \$103,037.63   |   |   |   |
| Amount of Insurance Coverage(s) Required   | See Section 12 Insurance                               |   |   |   |
| Federal Funds Involved?  | Yes  | Contract Available to                                   | <input type="checkbox"/> State Agencies<br><input checked="" type="checkbox"/> School Districts |   |
| Contract Attachments   |  |   |   |   |
| <input checked="" type="checkbox"/> Statement of Work and Performance Measures (Exhibit A) | <input checked="" type="checkbox"/> Budget (Exhibit B) | <input checked="" type="checkbox"/> Reports (Exhibit C) | <input checked="" type="checkbox"/> Contract Certifications                                     | <input checked="" type="checkbox"/> Minority Impact Statement with Definitions  |

**Agency Accounting Codes: Fund: 0001 Agency: 283 Approp: 167 Org: 2900 Task: VTAP Prog: BF20**

| Agency Contract Manager:   | Contractor Project Manager:   |
|--|---|
| Name: Mary Jackson   | Name: Jill White  |
| Address: 510 E 12 <sup>th</sup> Street<br>Des Moines, IA. 50319            | Address: 1002 W First Street<br>Cedar Falls, IA 50613   |
| Tel: (515) 418-2860  | Tel: 319-553-3300   |
| e-mail: <a href="mailto:mary.jackson@iowa.gov">mary.jackson@iowa.gov</a>   | e-mail: <a href="mailto:Jill.White@cfschools.org">Jill.White@cfschools.org</a>                |
| Agency Billing Address:  | Contractor Billing Contact:   |
| Name: Laura Lockard  | Name: Denelle Gonnerman   |
| Address: 510 E 12 <sup>th</sup> Street<br>Des Moines, IA. 50319            | Address: 1002 W First Street<br>Cedar Falls, IA 50613   |
| Tel: (515) 725-0077  | Tel: 319-553-2433   |
| e-mail: <a href="mailto:laura.lockard@iowa.gov">laura.lockard@iowa.gov</a> | e-mail : <a href="mailto:Denelle.Gonnerman@cfschools.org">Denelle.Gonnerman@cfschools.org</a> |

This Contract consists of the above information, the attached Contract including all Contract Attachments listed above and Amendments, if any (hereafter "Contract"). In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

| Agency, by:                     | Contractor, by: |
|---------------------------------|-----------------|
| Signature:                      | Signature:      |
| Printed Name: David L. Mitchell | Printed Name:   |
| Title: Administrator            | Title:          |
| Date:                           | Date:           |

**Statement of Purpose:** Iowa Vocational Rehabilitation Services ("IVRS") is providing funds to Contractor for the purpose of continuing an established Transition Alliance Program ("TAP") to assist eligible students in achieving employment outcomes through the provision of otherwise unavailable career services.

## TRANSITION ALLIANCE PROGRAM CONTRACTOR CONTRACT

### I. **Contract Purpose.**

- A. Iowa Vocational Rehabilitation Services (IVRS) has received federal vocational rehabilitation grant funds from the United States Department of Education (Award No. H126A190020) to assist eligible students in achieving employment through the provision of otherwise unavailable career services. This program is referred to as the Transition Alliance Program (TAP).
- B. The parties are entering into this contract for Contractor to receive grant funds under the TAP program.

### II. **Parties and Contact Information.**

- A. Iowa Vocational Rehabilitation Services (IVRS), a Division of the Iowa Department of Education, is authorized to enter into this Contract. Its address is 510 E. 12<sup>th</sup> Street, Des Moines, Iowa, 50319. IVRS's contact person for this Contract is Mary Jackson, (515) 418-2860, [mary.jackson@iowa.gov](mailto:mary.jackson@iowa.gov).
- B. Cedar Falls School District (Contractor) is organized under the laws of Iowa and is authorized to enter into this Contract. Its address is 1002 W First Street, Cedar Falls, IA 50613. Contractor's contact person for this Contract is Jill White, 319-553-3300 [Jill.White@cfschools.org](mailto:Jill.White@cfschools.org).

### III. **Term.**

- A. Term. The initial term of this Contract is from October 1, 2019 through September 30, 2020.
- B. Renewals. This Contract may be renewed, at IVRS's sole discretion and subject to available funding, for up to five (5) one-year terms upon such terms and conditions as are agreed to by the parties.

### IV. **Incorporation of Grant Documents.**

- A. Incorporation. This contract incorporates Contractor's TAP grant application.
- B. Resolution of Inconsistencies or Conflicts. If there is any inconsistency or conflict between the specific provisions of this Contract and the TAP grant application, the parties agree that any such inconsistency will be resolved by giving preference to the specific provisions of this Contract.

### V. **Statement of Work.**

- A. Services. Contractor shall perform the services as described in Exhibit A. Contractor represents and warrants that the services described in Exhibit A:
  - 1. Are not the customary or typical services provided by Contractor to students; and

2. Are either new services with a vocational rehabilitation focus or existing services that have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.
- B. Changes to the Statement of Work. Contractor shall submit proposed changes to IVRS for prior approval and may only be made in accordance with subsection 17.B of this Contract.
- C. Performance Measures. Contractor's performance shall comply with and conform to the terms, conditions, requirements and standards of performance as provided in this Contract including, without limitation, the performance standards regarding deliverables as provided in Exhibit A.

## VI. Compensation.

- A. Budget. Contractor shall operate its TAP and pay all related expenses in accordance with the budget attached to this Contract as Exhibit B. Exhibit B outlines the details of the Cash Transfer Payment Schedule. This budget will be used to determine the Cash Transfer Payment Schedule and the maximum amount reimbursed by IVRS. Contractor shall promptly notify IVRS of any line item expenditures in excess of the approved budgeted amounts and shall propose a budget reconciliation to IVRS, subject to IVRS' approval; budget reconciliations shall require an amendment to Exhibit B. Excess line item expenditures will be paid at the sole discretion of IVRS but in all cases will be subject to the maximum compensation as provided in subsection B of this Section 6.
- B. Allowable Costs. IVRS will reimburse Contractor for one hundred (100) percent of the allowable costs that Contractor incurs in performing the work under this Contract not to exceed **\$103,037.63**. IVRS will not reimburse Contractor for any cost that is contrary to any restriction or limitation in the grant, 2 CFR Part 200, or any other applicable laws, rules, regulations, and policies, including State of Iowa policies. All grant funds distributed to Contractor shall be used solely for the operation of the TAP.
- C. Matching Funds for Cash Transfer. As a condition for receiving grant funds under this contract, Contractor is obligated to provide non-federal matching funds totaling fifty (50) percent of all Contractor expenditures. With each Cash Transfer payment, Contractor shall submit supporting documentation showing the source of funds. The source of the Contractor-provided match shall not be federal funds and shall not be used to match other federal funds. If Contractor fails to provide appropriate matching funds, Contractor shall repay all unmatched federal funds within thirty (30) days from the date of written notice of non-compliance from IVRS.
- D. Invoices. On a monthly basis, Contractor shall prepare an invoice or General Accounting Expenditure Form (GAX) and submit it within ten (10) days following the end of the month. The GAX shall contain an itemization of all expenses incurred for the reporting period, which expenses shall be reported on an accrual basis. Invoices and all required supporting documentation shall

comply with all applicable laws and rules concerning payments of such claims. By submitting an invoice, Contractor represents to IVRS that:

1. The expenditures identified in the invoice or GAX are within the scope of services described in Exhibit A; and
  2. The costs are allowable, allocable, and reasonable in accordance with the grant, 2 CFR Part 200, and any other applicable laws, rules, regulations, and policies, including State of Iowa policies.
- E. Payment of Invoices. IVRS will review each invoice or GAX for compliance with this Contract and applicable laws, rules, regulations, and policies. It will approve all or a portion of the amount sought in the invoice and will pay the approved amount within the time required by Iowa Code § 8A.514 and 11 Iowa Administrative Code chapter 42. If IVRS, in good faith, determines that the Contractor has failed to satisfactorily perform or deliver any service or deliverable as required by this Contract, the Contractor shall not be entitled to compensation for the service until Contractor completes satisfactory performance. In this event, IVRS may withhold that portion of the Contractor's compensation, which represents payment for services that were not satisfactorily performed.
- F. Documentation. Contractor shall provide and maintain supporting documentation for all expenditures incurred by it under this Contract. Supporting documentation required under this subsection shall include, without limitation, sufficient information to allow Contractor's activities to be traced to the TAP, as required by 34 CFR § 80.20(a)(2), and to enable IVRS to verify the claimed expenditures comply with all other applicable state and federal laws and rules concerning payments of such claims. Non-compliance may result in denial of payment and shall be determined by IVRS in its sole discretion. Acceptable documentation includes, but is not limited to detailed invoices; detailed time sheets and payroll journals; detailed travel logs; detailed receipts for lodging, meals, registration, transportation, and parking expenses; and mileage logs.
- G. Payment is No Waiver. By paying all or a portion of an invoice, IVRS does not waive its ability to challenge any reimbursement for failing to comply with this Contract later.
- H. Offset and Set Off. If IVRS reimburses Contractor for unallowable costs or costs that otherwise fail to comply with this Contract, IVRS may offset any payments to Contractor under this Contract to recoup payment of the unallowable costs. If there are insufficient funds under this Contract to offset, Contractor authorizes IVRS to set off overpayment from money owed Contractor by IVRS, the State, or any other agency of the State under any other contract.
- I. Availability of Funds. All compensation is subject to the availability of state and federal funds.

- J. Prior Approval. “Participant support costs” means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects (2 CFR §200.75). Conference is defined in 2 CFR §200.432 as a meeting, retreat, seminar, symposium, workshop, or event whose primary purpose is disseminating technical information beyond the non-Federal entity and is reasonable for successful performance of the award. Participant support costs are allowable with prior approval of the Federal awarding agency (2 CFR §§200.407(t) and 200.456). In the context of the Uniform Guidance requirements governing prior approval, a participant is a non-employee of the State VR agency who is attending the meeting, workshop, conference, seminar, symposium, or other instructional or information sharing activity. Reimbursement through IVRS for registration, travel, subsistence allowance or stipends must have prior approval through our Federal Approving Entity. No costs will be reimbursed unless IVRS receives the prior approval.
- K. Period of Performance. The Uniform Guidance in 2 CFR 200.77 defines “period of performance” as the time during which the non-Federal entity (grantee) may incur new obligations to carry out the work authorized under the Federal award. Expenses will be obligated when approved by IVRS and applied to the budget and FFY in which they are approved and not by service date or when claimed.

## VII. Monitoring.

- A. Reports and Financial Statements. Contractor shall submit reports of program and financial activities in accordance with Exhibit C. IVRS will review the reports for completeness and to determine that the Contractor has satisfactorily performed services required by this Contract. IVRS may withhold payment for services that were not satisfactorily performed.
- B. Site visits. At its discretion, IVRS will make visits to Contractor’s place(s) of operation to inspect and review Contractor’s physical facilities, financial records, case files, and operational policies and procedures, including but not limited to, firsthand observation of Contractor’s delivery of services and any other aspects of Contractor’s program as may reasonably be necessary to ensure compliance with this Contract.
- C. Technical Assistance. IVRS will visit Contractor’s place(s) of operation and communicate with its staff to assist Contractor in the performance of its responsibilities pursuant to this Contract and to ensure satisfactory progress.
- D. Contacts with Staff and Clients. IVRS may by telephone, personal contact or otherwise interview staff or clients of Contractor as necessary to ensure compliance with this Contract.
- E. Monitoring and Evaluation Reports. Contractor shall timely furnish to IVRS reports, results of investigations, or any other information resulting from any monitoring and/or evaluation by any entity of its program and/or operations.

### **VIII. Control of Staff.**

- A. Control and Supervision. All staff provided by Contractor under this Contract will at all times be under Contractor's direct control and supervision.
- B. Criminal History Verifications. Contractor is solely responsible for obtaining a criminal history record check on its staff, applicants for employment or volunteers. Contractor shall develop policy and procedures for reviewing criminal arrests or convictions of staff, applicants, or volunteers.
- C. Discipline. Contractor is solely responsible for selecting, hiring, disciplining, terminating, and compensating its staff. If IVRS believes that any of Contractor's staff fails to perform duties in a manner that is consistent with this Contract, IVRS will notify the Contractor as soon as practicable. Contractor shall investigate the matter and, if and as appropriate, discipline, reassign, or terminate the staff. IVRS does not have authority to discipline, reassign, or terminate Contractor's staff, but has the authority to require that a particular member of Contractor's staff not be assigned or allowed to provide services under this Contract.
- D. Employment Costs. Contractor will provide for and pay all employment costs of its staff including, but not limited to, workers' compensation, unemployment insurance, health insurance, and other benefits and compensation, and will make and remit all payroll withholdings with respect to its staff all as required by law. IVRS shall have no liability whatsoever for any such employment costs to or for the benefit of Contractor's staff. Contractor shall provide IVRS with evidence of the payment of such benefits upon IVRS's request.

### **IX. Termination.**

- A. Immediate termination by IVRS. IVRS may immediately and unilaterally terminate this Contract upon the occurrence of any of the following events:
  - 1. IVRS determines that Contractor's acts or omissions have caused, or reasonably could cause, a client's life, health, or safety to be jeopardized or has or may expose IVRS to material liability;
  - 2. Contractor fails to comply with any provision of this Contract providing for immediate termination;
  - 3. IVRS, in its sole discretion, determines that Contractor made a statement, representation, warranty, or certification that is materially false, deceptive, incorrect, or incomplete; or
  - 4. Contractor fails to comply with any applicable federal, state (including, but not limited to, Iowa Code Chapter 8F), or local law or regulation while performing under this Contract.
- B. Termination on Notice by IVRS. Following thirty (30) days' written notice, IVRS may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to Contractor. Following termination upon notice, IVRS will pay Contractor, upon submission of invoices and proper proof of claim, for services provided and allowable expenditures incurred under this Contract up to and including the date of termination

- C. Termination for Cause by IVRS. IVRS may declare Contractor to be in default of its obligations under this Contract upon the occurrence of any of the following events:
1. Contractor fails to observe and perform any condition or obligation created by this Contract;
  2. Contractor fails to make substantial and timely progress toward performance of this Contract;
  3. Contractor's work product and services fail to conform with the requirements of this Contract; or
  4. Contractor's work product or services infringe on any patent, trademark, copyright, trade dress, or any other intellectual property right of any third party.
- D. Termination for Cause by Contractor. Contractor may declare IVRS in default of its obligations under this Contract if any of the following events occurs:
1. IVRS fails to observe and perform any condition or obligation created by this Contract; or
  2. IVRS fails to make timely payment in conformance with Iowa Code § 8A.514 (2019) of Contractor's invoices for services performed or expenditures incurred by Contractor under this Contract.
- E. Termination by IVRS Due to Lack of Funds or Change in Law. IVRS may terminate this Contract without penalty by giving sixty (60) days' written notice to Contractor if any of the following occurs:
1. The legislature or governor fails to appropriate funds sufficient to allow IVRS to operate as required and to fulfill its obligations under this Contract;
  2. Funds are de-appropriated or not allocated;
  3. The federal government reduces or eliminates the federal grant;
  4. IVRS's authorization to operate is withdrawn or there is a material alteration in the programs administered by IVRS; or
  5. IVRS's duties are substantially modified.

If IVRS terminates this Contract due to lack of funds or change in law, Contractor's exclusive, sole, and complete remedy is the payment for services completed and allowable expenditures incurred by Contractor prior to and including the date of termination.

- F. Contractor's duties upon termination. When the Contractor receives IVRS's notice of termination for any reason allowed under this Contract or if Contractor terminates this Contract under section IX.D. the Contractor shall:
1. Immediately cease all services performed pursuant to this Contract except any services that IVRS directs Contractor to perform or complete;
  2. Comply with IVRS's instructions for the timely transfer of any active files and related work product; and
  3. Cooperate in good faith with IVRS during the transition period between the notification of termination and the substitution of a provider, if any.

- G. Set Off. Should IVRS obtain a money judgment against Contractor as a result of Contractor's default under this Contract, Contractor consents to such judgment being set off from moneys owed Contractor by IVRS, the State, or any other agency of the State under any other contract.

**X. Indemnification.**

- A. Contractor's Indemnification of IVRS. Contractor shall indemnify and hold the State and IVRS harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, related to or arising from:
1. Contractor's violation of any term of this Contract;
  2. Contractor's negligent or wrongful acts or omissions;
  3. Contractor's performance or attempted performance of this Contract;
  4. Contractor's failure to comply with all applicable local, state and federal laws and regulations; or
  5. Contractor's failure to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by Contractor to conduct business in the State.
- B. IVRS's Indemnification of Contractor. To the extent allowed by Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669 (2019), IVRS shall indemnify Contractor and hold Contractor harmless against any and all losses, costs, damages, expenses, claims, demands, causes of action, judgments and settlements arising out of IVRS's negligence or wrongful acts or omissions in the performance of this Contract; provided, however, that Contractor shall remain responsible for all damages to persons or property that occurs due to Contractor's fault, negligence, gross negligence, bad faith, fraud or other wrongful acts in the performance of this Contract.
- C. Survives Termination. All indemnification obligations imposed by this section shall survive the expiration or earlier termination of this Contract.

**XI. Confidential Information.**

- A. Access to Confidential Data. Contractor's employees and agents may have access to confidential data regarding clients and applicants maintained by IVRS only to the extent necessary to carry out its responsibilities under the Contract. Contractor shall keep personal records of clients and applicants private and confidential in compliance with all applicable state and federal laws and regulations including, without limitation, state statutory requirements contained in Iowa Code Chapter 259 (2019), Iowa Code §22.1, and 281 Iowa Administrative Code 56.33. Contractor shall not disclose such information to anyone unless authorized in writing by IVRS; provided, however, that client personal information may be made available to prospective employers and the Client Assistance Program of the Division on Disabilities of the Iowa Department of Human Rights on a selective basis pursuant to a Release of Information form signed by the client or applicant. In addition, this information may be made available to persons or entities having responsibilities under the Rehabilitation Act including appropriate federal and



state governmental authorities involved in the administration of the Rehabilitation Act. Clients and applicants will be allowed access to their own information unless the records or information are exempt from disclosure. Contractor shall provide to IVRS a written description of its policies and procedures to safeguard confidential information upon request. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats.

- B. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law or this Contract and with the written consent of IVRS, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of IVRS. The Contractor shall return any and all data collected, maintained, created, provided, or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the IVRS.
- C. Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify IVRS and cooperate with IVRS in any lawful effort to protect the confidential information.
- D. Reporting of Unauthorized Disclosure. The Contractor shall immediately report to IVRS any unauthorized disclosure of confidential information.
- E. Survives Termination. The Contractor's obligation to maintain confidentiality under this Contract shall survive termination of the Contract.

## **XII. Insurance.**

- A. Coverage. At its sole expense, Contractor shall maintain in full force and effect, with reputable insurance companies authorized to do business in the State, insurance of the types and in the amounts necessary to cover claims and liability arising out of its performance or failure to perform its obligations under this Contract. The insurance policies shall remain in full force and effect for the entire term of this Contract, including any renewal terms, and shall not be canceled or changed except after thirty (30) days' written notice to IVRS.
- B. Claims Provisions. All insurance policies required by this Contract shall provide coverage for all claims arising from activities occurring during the term of the policy, regardless of the date the claim is filed or the expiration of the policy.
- C. Certificates of Insurance. Contractor shall submit a certificate of insurance evidencing insurance coverage to IVRS for approval prior to implementation of the Contract.
- D. No limitation of liability. IVRS's acceptance of the insurance certificates shall not relieve Contractor nor operate as a waiver of any obligation imposed by this Contract.

**XIII. Project Management and Reporting.**

- A. Project Managers. At the time of execution of this Contract, Contractor will designate, in writing, a project manager to serve until the expiration of this Contract or the designation of a substitute project manager. The on-site project manager for IVRS is the IVRS supervisor assigned to the local IVRS office. During the term of this Contract, the project managers will be available to meet as required to plan and review Contractor's services and performance under this Contract.
1. Ongoing Communications. The Contractor project manager will communicate frequently with the IVRS counselor assigned to the TAP program to discuss Contractor's progress and performance of its responsibilities under this Contract.
  2. Problem Resolution. When a problem is identified by either party that affects the satisfactory performance of the Contract, both parties may recommend alternative courses of action or changes to resolve the problem. The parties will then develop a Plan of Action to address resolution of the problem. The Plan of Action shall set forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. The Plan of Action shall be included in the Quarterly Progress Report under Problems or Delays. The Plan of Action shall also identify:
    - a. Any event not within the control of Contractor or IVRS that accounts for the problem;
    - b. Any damages incurred as a result of any party's failure to perform its obligations under this Contract; and
    - c. Any request or demand for services by one party that another party believes is not included within the terms of this Contract.
  3. Project Problem Reporting Requirements. A party's acceptance of a problem report does not relieve any party of any obligation imposed by this Contract. A party's failure to identify a problem does not waive performance of any obligation imposed under this Contract. Where other provisions of this Contract require notification of an event in writing, the written report shall constitute valid notice.
- B. Review Meetings and Status Reports. The project managers will meet at a minimum quarterly to discuss Contractor's performance. The results of the discussions will be included in Contractor's Quarterly Report.

**XIV. Fiscal procedures.**

- A. Contractor's accounting system. Contractor represents that its accounting system is adequate to comply with this Contract.
- B. Audit Exceptions. If an authorized federal or state audit takes exception to the services provided under this Contract for which federal or state reimbursement has been paid, Contractor shall refund the reimbursement if the audit exception is due solely to the Contractor's error. If the audit exception is

due solely to the IVRS's error, IVRS shall be responsible for the reimbursement. If the audit exception is a joint responsibility, the parties will work together to achieve an equitable resolution.

**XV. Compliance with Laws and Audit Requirements.**

- A. General. Contractor shall comply with all applicable federal, state, and local laws and regulations when performing services under this Contract. Contractor assures that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract, and including, without limitation, applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended.
- B. Compliance with Anti-Discrimination Laws. Contractor shall comply with all applicable laws regarding unlawful discrimination including without limitation, all laws prohibiting discrimination on the basis of race, color, national origin, age, religion, sex, sexual orientation, gender identity, veteran status, or disability in the delivery of services or benefits.
- C. Compliance with Audit Requirements. Contractor shall comply with the organizational audit requirements of 2 CFR Part 200. Contractor shall give the State, the United States Comptroller General, and the U.S. Department of Education, through any authorized representative, access to and the right to examine all records, books, papers, or documents, in whatever format, related to this Contract, Copies shall be provided at no cost to the state or United States representatives.
- D. Procurement. Contractor shall use procurement procedures that comply with all applicable, federal, state and local laws and regulations.

**XVI. Assurances.**

- A. Rehabilitation Services. Contractor assures that the services it provides under this Contract, as more fully described in Exhibit A, are not the customary or typical services provided by Contractor to students, but are either new services with a vocational rehabilitation focus or existing services that have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.
- B. Professional Practices. Contractor assures that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as IVRS notifies Contractor of any services performed in violation of this standard, Contractor shall re-perform the services at no cost to IVRS, such that the services are rendered in the above-specified manner, or if Contractor is unable

to perform the services as warranted, Contractor shall reimburse IVRS for any fees or compensation paid to Contractor for the unsatisfactory services.

## **XVII. Contract Administration.**

- A. Independent Contractor. The status of Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither Contractor nor its employees shall be considered employees of IVRS or the State of Iowa for federal or state tax purposes. IVRS will not withhold taxes on behalf of Contractor.
- B. Amendments. The parties may from time to time amend this Contract provided the amendment is in writing and signed and dated by both parties.
- C. Third-Party Beneficiaries. This Contract has no third party beneficiaries; it benefits only IVRS and Contractor.
- D. Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa, or Federal District Court for the Southern District of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including sovereign immunity in state or federal court, which may be available to IVRS or the State of Iowa.
- E. Use of Third Parties. All subcontracts must receive prior approval from the IVRS Contract Manager and are subject to cost-sharing requirements. Contractor shall remain responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of Contractor under this Contract shall also apply to the subcontractors and Contractor shall be solely responsible for ensuring compliance with the terms of this Contract. IVRS shall have the right to request, for good cause, the removal of a subcontractor from the Contract.
- F. Integration. This Contract, including the grant documents and all exhibits, attachments and certifications, represents the entire agreement between the parties and none of the parties are relying on any representations that may have been made that are not included in this Contract.
- G. Obligations Beyond the Term of this Contract. This Contract shall remain in full force and effect to the end of the specified term or until terminated according to its terms. All obligations of the parties incurred or existing under this Contract as of the expiration, termination, or cancellation will survive the termination of this Contract.

- H. Supersedes former agreements. This Contract supersedes all prior contracts or agreements between IVRS and Contractor for the services provided under this contract.
- I. Waiver. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- J. Notices. Whenever this Contract requires a party to send notice or other communication to the other party, the notice must be in writing and must be delivered personally; sent by certified or registered mail, postage prepaid; or sent by reputable overnight courier, to the signing representatives at the Notice Addresses as provided on the Declarations and Executions page of this Contract. A notice sent pursuant to this subsection is effective on the day of personal delivery; three (3) days after the date of mailing; or the next business day after placement with the overnight courier.
- K. Severability. If a court of competent jurisdiction determines that any provision of this Contract is invalid or unenforceable, such a determination will not affect the validity or enforceability of any other part or provision of this Contract.
- L. Record retention and access. Contractor shall comply with federal record retention rules and regulations including but not limited to 34 CFR § 80.42 (2019). Contractor shall, at a minimum:
1. Retain all records pertinent to the Contract or any other related award, including financial, statistical, or other pertinent records, and supporting documentation, for a period of at least three (3) years after the original submittal by IVRS of the final expenditure report (closeout) for that funding period to the federal Department of Education, Rehabilitation Services Administration, the awarding agency;
  2. Retain all records of non-expendable property for a period of at least three (3) years after final disposition of property;
  3. Retain indirect cost records such as computations or proposals, cost allocation plans, and supporting documentation for three (3) years from the date the indirect cost rate package is submitted for negotiation. If not submitted for negotiation, the three-year period identified in (1) above shall apply;
  4. Retain all records pertinent to applicants, eligible applicants, participants, employees, and applicants for employment for a period of not less than three (3) years from the close of the program year. Such records must be maintained as whole record system;
  5. Retain records regarding complaints and actions taken on the complaints for a period of not less than three (3) years from the date of resolution of the complaint;
  6. Retain all records beyond the required retention period if any litigation or audit has begun or a claim is instituted involving the grant or agreement covered by the records. The records shall be retained until the litigation, audit, or claim has been resolved or the required retention period, whichever period is longer.

Contractor shall permit the Auditor of the State or any authorized representative of the State, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of Contractor relating to any documentation or materials pertaining to this Contract. Contractor shall not impose a charge for audit or examination of Contractor's books and records. Pursuant to 34 CFR § 80.42, the rights of access shall last as long as the records are retained and are not limited to the required period of retention.

- M. Obligations Beyond Contract Term. This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of IVRS and Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.
- N. Certifications. Concurrent with the execution of this Contract, Contractor shall execute the Contract Certifications attached to this Contract and incorporated into the Contract.
- O. Electronic Signatures. Pursuant to Iowa Code Chapter 554D, the Uniform Electronic Transactions Act (2019), the parties agree to the use of electronic signatures relating to this Contract.
- P. Attribution. Contractor agrees to acknowledge the sponsorship of IVRS with respect to any public statement, press release, news item, or publication related to a program funded entirely or in part with funds from IVRS. Contractor further agrees to identify the role of IVRS with respect to any individual highlighted or publicized by or through Contractor, when such individual is an IVRS job candidate.

## **Exhibit A (Cash Transfer)**

### **Statement of Work and Performance Measures**

#### **INTRODUCTION**

The Transition Alliance Program (TAP) develops and implements a new pattern of service to youth with disabilities. TAP services are provided through a service coordination model with a goal of obtaining competitive integrated employment and successful IVRS closure (status 26) for eligible youth.

TAP does not replace existing education or transition services to youth that are mandated under the Individual with Disabilities Education Act (IDEA). While the School District may assign personnel who provide services covered by the IDEA to provide services under this Contract, the School District must carefully separate and document the hours and services provided by such personnel under the TAP program.

Contractor (also referred to as “School District”) shall provide year-round TAP services solely to: (i) youth with disabilities who are eligible and actively receiving vocational rehabilitation services or Pre-Employment Transition Services (Pre-ETS) to Potentially Eligible (PE) students on an IEP or covered under the provisions of section 504; and (ii) applicants for IVRS services, however the services for applicants will be limited to diagnostic and assessment services to determine eligibility to receive IVRS services and Pre-ETS activities to all applicants and Potentially Eligible individuals. An applicant may receive access to other TAP services after IVRS has: (i) determined the applicant is eligible for vocational rehabilitation services; (ii) removed the applicant from the waiting list using the order of selection priority as provided in the State Plan; and (iii) notified the School District.

#### **CONTRACTOR DUTIES AND RESPONSIBILITIES**

TAP staff will document all services that are delivered and provide the necessary documentation to IVRS in accordance with the performance measures. The following are the Pre-ETS Required and Coordinated Activities that TAP staff are required to provide to high school students with disabilities based on the student’s individualized needs:

##### Pre-ETS Required Activities

- **Job Exploration Counseling** - counseling to assist the student with a disability to learn and understand: the demands of the workforce, types of jobs available and skill requirements needed to perform essential functions of the job, and job exploration experiences so the student with a disability can make an informed choice regarding their vocational goal both in selection, training and preparation for that goal
- **Work-Based Learning Experiences** - in-school or after school opportunities or experiences that are outside the traditional school setting that is provided in an integrated environment to the maximum extent possible, including internships

- **Counseling on Opportunities** - counseling on how to enroll in comprehensive transition or post-secondary educational programs at institutions of higher education and what should be considered in the decision-making regarding the post-secondary training environment including disability supports, course of study related to the program, etc.
- **Workplace Readiness Training** - designed to develop social skills and independent living skills in order to demonstrate the work ethic, attitudes, and behaviors for a competitive integrated employment environment
- **Self-Advocacy Instruction** - training, instruction and counseling on self-advocacy skill development and may include establishing opportunities for peer mentoring

#### Pre-ETS Coordinated Activities

- Attending IEP meetings
- Working with employers to develop work opportunities for students such as: internships, summer employment, paid/unpaid work experiences
- Working with school staff to coordinate Pre-ETS activities
- Attending person-centered planning meetings for individuals receiving social security benefit

The following are the Pre-ETS Authorized Activities that TAP staff can provide to support IVRS with improving the transition of students with disabilities from school to postsecondary education or an employment outcome:

#### Pre-ETS Authorized Activities

1. Implement effective strategies that increase independent living and inclusion in their communities and competitive integrated workplaces
2. Develop and improve strategies for individuals with intellectual and significant disabilities to live independently, participate in postsecondary education experiences, and obtain and retain competitive integrated employment
3. Provide training to vocational rehabilitation counselors, school transition staff, and others supporting students with disabilities
4. Disseminate information on innovative, effective, and efficient approaches to implement Pre-ETS
5. Coordinate activities with transition services provided by local educational agencies under IDEA
6. Apply evidence-based findings to improve policy, procedure, practice, and the preparation of personnel
7. Develop model transition demonstration projects
8. Establish or support multi state or regional partnerships involving State, LEAs, VR agencies, developmental disability agencies, private businesses, or other participants
9. Disseminate information and strategies to improve the transition to postsecondary activities of members of traditionally unserved and underserved populations

#### **Performance Measures:**



1. Case notes will be completed directly into the IRSS Interface within five working days.
2. All TAP staff will complete a Personal Activity Report (PAR) to track their time when completing contractor activities, including Pre-ETS activities, contract activities, and non-contract activities as applicable.
3. A minimum of 60% of staff time will be used for providing Pre-ETS Required and Coordinated Activities.

Contractor shall provide services in the following three core areas. All services to be provided hereunder shall be new services that have a VR focus or existing services that have been modified, adapted, expanded, or reconfigured to have a VR focus.

## **I. Core Area 1: Referral and Eligibility Services**

### **A. School District Responsibilities**

1. Potentially Eligible (PE): All students on an IEP or covered under the provisions of section 504 are considered PE. While a student is PE they can receive all Pre-ETS activities before applying for services. If a student is identified as needing more intensive services, the TAP Staff or IVRS Staff will recruit the student to apply for services.
2. Refer potential applicants to IVRS.
3. Provide any existing assessment or diagnostic information from school records to IVRS.
4. After IVRS notifies the School District that a student is on the waiting list, TAP is only able to provide Pre-ETS activities until the student is released from the waiting list.
5. Update IRSS Interface.

### **B. Performance Measures**

1. The School District shall maintain the number of potential applicants referred to IVRS based on the referral number established during the baseline year or from the previous Federal Fiscal Year (FFY) that the performance measure was met.
2. TAP will provide Pre-ETS activities to PE students and VR eligible students on the waiting list.
3. Documentation requirements for the PE must be followed.

### **C. IVRS Counselor Responsibilities**

1. Complete intake on applicants referred to IVRS by TAP staff.
2. Gather medical and psychological information on an applicant to determine eligibility. Use rubric in schools when appropriate for the student.
3. Provide diagnostic and assessment services for applicants while awaiting IVRS eligibility determination, if appropriate.
4. Inform the School District and the applicant of IVRS' eligibility decision and, if applicable, waiting list category.

## **II. Core Area 2: Individualized Plan for Employment**

The primary goal of TAP is for youth to be employed in competitive integrated employment by the time they have completed their TAP services. To achieve this goal, the School District will implement the IPE for each eligible student. The services to be provided by the School District include, without limitation:

**A. School District Responsibilities**

1. Participate in Individual Education Program (IEP) meeting to train students on self-advocacy skills.
2. Provide input to the IVRS Counselor and the student to assist in the preparation of the Individualized Plan for Employment (IPE) by the IVRS counselor. The IPE will identify available types of jobs for the TAP student and provide a good match between job opportunities and the student's choices, interests, and abilities. The IPE will then outline the services and training that the student will need to work and live in the community after high school.
3. Develop, maintain and record partnerships with local businesses to create employment opportunities for eligible students and update the Business Services website with this information.
4. Collaborate and provide Pre-ETS activities that assists eligible students to obtain and retain employment.

Job exploration counseling offered by the School District:

- Work Experience class
- Cooperative Education class
- CAPS
- Tiger Den
- Cedar Valley Career Connections
- Classes in interest areas (Woods, Autos, Construction, Welding, Metals, Hawkeye Intro to MIG and CNC, Entrepreneurship, World of Work, etc.)

New and expanded job exploration counseling provided by TAP:

- TAP staff will assist participants with learning about in-demand industry sectors and occupations, including STEM careers.
- TAP staff will provide information regarding the labor market through Iowa Workforce as well as various other sites (i.e. O\*NET).
- TAP staff will arrange job shadows, informational interviews, employer panels, business tours, and various other opportunities to assist participants in exploring jobs.
- TAP staff will provide students with information regarding various training opportunities that can lead to skilled jobs (i.e. Job Corps, apprenticeship information, Iowa Workforce opportunities).
- TAP staff will administer vocational interest inventories to participants to identify their particular interests. The results of the inventories are explained to the participants to assist with exploring various careers.

Work-based learning experiences provided by the School District:

- Students are able to participate in the Work Experience Program and class.
- Cooperative Education
- CAPS
- Cadet Teaching
- Tiger Den

New and expanded work-based learning experiences provided by TAP:

- TAP staff will arrange business work-site tours to assist participants in learning about the job skills necessary to obtain, maintain and advance in employment.
- TAP staff will arrange volunteer experiences in the community based on student preference.
- TAP staff will work in collaboration with WIOA, IWD, and other partners to identify short-term employment opportunities located in the community.
- TAP staff will coordinate with the Work Experience Program offered at the school to expand on opportunities that could lead to paid employment.
- TAP staff will work with the school to assist students with instructional training and supported short-term paid work experiences as applicable.
- TAP staff will identify appropriate assistive technology to support work sites.
- TAP staff will assist with communication between employers and participants to foster successful job placements.

Counseling on Opportunities offered by the School District:

- Post-secondary expectations and preferences are included in each entitled student's IEP and IEP goals are directly aligned with the students' post-secondary preferences.
- Students are provided the opportunity to have college visit days, such as Hawkeye Community College.
- College recruiters come to the school to provide information regarding their colleges.
- Job Corps recruiters come to the school to provide information regarding opportunities at the various Job Corps sites.
- The Accuplacer is administered to students to assist with post-secondary discussions.
- Teachers provide the Student Accommodation Request to students interested in post-secondary training.
- Dual-enrollment options are offered to students considered appropriate.
- The school offers a Power Hour which includes career-based speakers.
- Collaboration with the Waterloo Career Center.

New and expanded counseling on opportunities provided by TAP:

- TAP staff will assist participants with exploring colleges, internships, apprenticeships, Job Corps, and other trainings in their interest areas and help to arrange these opportunities.
- TAP staff will assist participants with the housing process at college.
- TAP staff will arrange and assist with visits with college representatives, including Special Needs Coordinators.
- TAP staff will provide pre-test strategies for preparing for various placement exams (Accuplacer, Career Scope, NCRC, ACT, etc.) as well as review results from these exams

to assure students understand the results. TAP staff will discuss options with students based on these results, including dual-enrollment options available, and work with the IEP team to assure students have access to these options.

- TAP will arrange employer panels to assist students in identifying various careers that can result from post-secondary trainings.
- TAP staff will assist participants with completing the Student Accommodations Request, including filling it out and also arranging for the student to meet with Student Disability Services staff at the college.
- TAP staff will assist participants with completing scholarship and FAFSA applications, as well as understanding the implications of student loans.
- TAP staff will assist with monitoring grades of participants in various training programs and connect with tutoring and other opportunities as needed.
- TAP staff will provide opportunities for students to talk with Military personnel to discuss training options.

Workplace readiness training offered by the School District:

- Employability skills are included in each secondary student's IEP.
- Students are provided general information regarding job seeking and keeping but most do not have individualized services and supports directly related to this area.
- Students have the opportunity to participate in the following classes/opportunities that provide workplace readiness training: Work Experience Program and class, Cooperative Education class, Cadet Teaching, Cedar Valley Career Connections, and Center for Advanced Professional Studies (CAPS).

New and expanded workplace readiness training offered by the TAP:

- TAP staff will provide assistance in developing a resume and cover letter, as well as master applications, as applicable, to assist in filling out applications independently.
- TAP staff will assist students in completing applications and registering with Iowa Workforce.
- TAP staff will assist students in understanding and completing the job search and hiring process. Specific activities may include: mock interviews, self-advocacy discussions in the workplace, soft skills training, transportation to job interviews, assistance with payee management, W-2 and W-4 assistance, pay stub clarifications, appropriate behavior on the job site with co-workers, time management, and various job seeking skills.
- TAP staff will assist students with financial literacy training as needed.

Self-advocacy instruction offered by the School District:

- Self-advocacy instruction is incorporated within the school in a variety of ways, including through the Work Experience Program, IEP goals and meetings, Behavior Intervention Plans, 504 plans and through Power Hour.

New and expanded self-advocacy instruction offered by the TAP:

- TAP staff will assist participants in self-led IEP meetings.

- TAP staff will assist participants in how to request accommodations or services and supports both in the secondary as well as post-secondary settings.
  - TAP staff will assist participants in learning how to set up accommodations in the workplace.
  - TAP staff will help participants facilitate communication with employers regarding workplace issues that arise.
5. Provide students with supported short term paid work experiences.
  6. Provide short-term instructional training when needed.
  7. Place students in occupations that match their stated employment goal in their IPE.
  8. Provide supported employment services utilizing the IVRS supported employment services process (if the student's needs are beyond what TAP is able to provide, the student will be discharged from TAP and referred to a Community Rehabilitation Provider [CRP] for services).
  9. Provide short-term job coaching to students that require on-the-job supports to be successful in maintaining employment.
  10. Provide assistance to students and employers to address and resolve any work-related behaviors.
  11. Update IRSS Interface and Business Services website within five working days.

#### **B. School District Performance Measures**

1. The TAP will maintain or increase the number of 26 closures from the prior year.
2. At least 50% of TAP students will obtain paid work experience while in high school.
3. 100% of employed (status 26) TAP students will earn at least minimum wage.
4. At least 50% of employed (status 26) TAP students will earn above minimum wage.
5. The TAP will have at least a 10% annual increase in the number of businesses that participate in partnership activities.

#### **C. IVRS Counselor Responsibilities**

1. Develop and maintain partnerships with local businesses to create employment opportunities for students.
2. Provide guidance and counseling services to TAP students.
3. Provide disability consultation services to School District and employers.
4. Determine when TAP student's employment is stabilized and close IVRS case.

### **III. Core Area 3: Follow-along and Follow-up Services**

Follow-along services are services provided that are designed to assure that the participant remains successfully employed and achieves a successful transition after rehabilitation (Status 26 closure). Follow-up services are at least annual contacts made by the School District with the individual after the follow-along services are completed and until the individual reaches age 25. The services to be provided by the School District include, without limitation:

#### **A. School District Responsibilities**

1. Make, at a minimum, quarterly contact with the TAP participant for a period of one year after Status 26 closure.
2. Make, at a minimum, annual contacts with the TAP participant during follow-up services until the participant reaches age 25 and/or is discharged from the program.

3. During follow-along and follow-up contacts, identify and provide any support services needed for the TAP participant to maintain or advance in employment.
4. Refer the TAP participant to adult agency service providers for new or additional services the participant may need.
5. Refer the participant back to IVRS if intensive, comprehensive services are needed.
6. Update IRSS Interface within five working days.

**B. School District Performance Measures**

1. The School District will contact 100% of participants receiving follow-along services on a quarterly basis during the first year after status 26 closure.
2. The School District will contact 100% of participants on an annual basis during follow-up services until the participant reaches age 25 and/or is discharged from the program.

**C. IVRS Counselor Responsibilities.**

1. Provide disability consultation services to School District as needed.
2. Provide post-employment services as appropriate.

(End of Exhibit A)

**Exhibit B  
ANNUAL BUDGET**

Cedar Falls CSD Budget for FFY 2020

| <b>Expense</b>                                    | <b>Amount</b>                          |
|---|--|
| Salaries  | \$ 60,246                              |
| Fringe Benefits                                   | \$ 24,853                              |
| Travel  | \$ 2,300                               |
| Materials & Supplies                              | \$ 500                                 |
| Cell Phone  | \$ 660                                 |
| Conference/Training (capped@ \$5,000)             | \$ 300                                 |
| Printing  | \$ 40                                  |
| Postage   | \$ 55                                  |
| Utilities   | \$ 3,500                               |
| Equipment   | \$ 700                                 |
|   |  |
| Federal Indirect Cost Rate=10.61%                 | \$9,883.63                             |
| <b>Total Budget =</b>                             | <b>\$103,037.63</b>                    |
|   |  |
| <b>Cash Transfer Total =</b>                      | <b>\$51,518.82</b> 50% of Total Budget |
| <b><i>*See Cash Transfer Payment Schedule</i></b> |  |

***\*Cash Transfer Payment Schedule:***

Payment is due on the 1<sup>st</sup> of each month, starting 10/1/19. The payment amount is the Cash Transfer Amount divided into 10 equal monthly installments, or \$5,151.88. The last payment is due 7/1/20. If entire budget is not expended a refund may be due to the Contractor. If the adjustment to the Cash Transfer Amount is \$5 or less, no refund will be due to the Contractor. If an increase in the budget is needed, an additional Cash Transfer Amount due is applicable.

**Budget Narrative**

**Salaries:** The personnel budget line consists of the wages for one full time TAP Coordinator. IVRS will only reimburse for the time the TAP Coordinator devotes to the TAP program – this will be determined by the Personnel Activity Reports which will be completed at least monthly. The PAR should document actual time spent on each activity. Reimbursement will be allocated to this contract in proportion to the time the employee devotes to activities related to TAP as indicated on the Personnel Activity Report (PAR). The documentation for this expense will include, but is not limited to: Time certification forms, timesheets, employment contracts, payroll journals, and job descriptions. Please note, a TAP Instructor is also employed by Cedar Falls, but the costs associated with that employee are 100% covered by Cedar Falls.

**Fringe benefits:** The fringe benefits budget line consists of Cedar Falls’ share of FICA/Medicare and IPERS, health insurance, dental insurance, life insurance, and long term disability insurance for the TAP Coordinator. Reimbursement will be allocated to this contract in proportion to the time the employee devotes to activities related to TAP as indicated on the Personnel Activity Report (PAR) if applicable. The documentation for this expense will include, but is not limited to: Time certification forms, timesheets, employment contracts, payroll

journals, and job descriptions. Please note, a TAP Instructor is also employed by Cedar Falls, but the costs associated with that employee are 100% covered by Cedar Falls.

**Travel:** The travel budget line consists of mileage, meals, and/or lodging costs incurred by employees of Cedar Falls when traveling during performance of this contract. Out of state, overnight travel for the TAP program requires prior approval and requests will be submitted to the contract manager for consideration at least 60 days in advance of the anticipated departure date. Mileage costs will be reimbursed by IVRS at the lesser of the state of Iowa or Cedar Falls' mileage reimbursement rate. Meals will be reimbursed according to the state of Iowa's meal reimbursement rates if the trip requires an overnight stay. Lodging will be reimbursed by IVRS at current state of Iowa rates as well. The documentation for these expenses will include, but is not limited to: Mileage logs, receipts for meals, and invoices for lodging. Documentation should include a categorizing of expenses to show the corresponding activity from the PAR (i.e. travel for required, coordination, etc.) based on the reason for the travel. Prior Approval is required for related costs for trainings and conferences (see Section VI. Compensation-J.) Please refer to the Prior Approval process or contact IVRS Financial for further guidance.

**Instructional Materials & Supplies:** The instructional materials and supplies budget line consists of various supplies that will be used to fulfill the requirements of this contract. All instructional materials and supplies costs will be directly related to the performance of this agreement and will include a categorizing of expenses to show the corresponding activity from the PAR (i.e. travel for required, coordination, etc.) based on the use of the supply. The documentation for this expense will include, but is not limited to: invoices and receipts.

**Telephone:** The telephone budget line consists of costs associated with two landlines that are partially utilized by TAP (thus, only 20% of the cost of these lines are billed to this agreement since TAP occupies approximately 20% of facility space) and one district-owned cell phone that is used exclusively for TAP. The documentation for these expenses will include, but is not limited to: Monthly invoices for the landline charges and monthly invoices for the cell phone charge.

**Printing:** The printing budget line consists of costs associated with printing various materials that are utilized by the TAP program. The documentation for this expense will include, but is not limited to: invoices and receipts.

**Postage:** The postage budget line consists for costs associated with purchasing postage to send materials related to the TAP program. The documentation for this expense will include, but is not limited to: invoices and receipts.

**Utilities:** The utilities budget line consists of costs associated with electric, gas, water, and sewer that will be charged to this agreement at 20% of total cost since TAP occupies approximately 20% of facility space. The documentation for this expense will include, but is not limited to: Monthly invoices.

**Professional Development:** The professional development budget line consists of fees such as registration, mileage related to professional development, lodging, and meals when the TAP employee is on overnight status. These costs are for workshops, presentations or other training events for direct improvement of the TAP program in Cedar Falls. The documentation for these expenses will include, but is not limited to: Invoices for hotel and meals if in overnight travel status, registration information, and mileage. Documentation should also include an agenda for the training, which categorizes the sessions you plan to attend to show the corresponding activity from the PAR (i.e. session for required, coordination, etc.) based on the description of the session. Prior



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Approval is required for related costs for trainings and conferences (see Section VI. Compensation-J.) Please refer to the Prior Approval process or contact IVRS Financial for further guidance.

**Equipment:** The equipment budget line consists of fees associated with purchasing office furniture to outfit the TAP office space at the high school. Furniture needs include table, chairs and a bookcase that would be used strictly for TAP staff and students. The documentation for this expense will include, but is not limited to: invoices and receipts.

**Federal Indirect Cost Rate:** This budget line consists of unrestricted indirect costs associated with the contract at the Contractor's federally approved indirect cost rate, which is 10.61%.

**Notification of Staff Changes:** Please contact IVRS Financial and the contract manager as major staff changes occur. Please include the temporary plan for meeting the needs of this contract, who will cover those duties, an estimated timeframe for temporary change, permanent plan for replacement, and possible impact on the budget. Documentation required for your claim may change due to the staff changes.

**Miscellaneous:** Additional documentation may be requested upon review of claims submitted in order to make sure costs are allowable, allocable and reasonable.

(End of Exhibit B)

## **Exhibit C REPORTS**

### **A. QUARTERLY PROGRESS REPORT**

#### **1. Overview**

Contractor shall submit a Quarterly Progress Report in which it will describe Transition Alliance Program (TAP) services and operations, participant characteristics, and outcomes achieved during the quarter. The quarters are based on the federal fiscal year, October 1-September 30.

#### **2. Quarterly Report Format**

IVRS Resource Manager will provide the Quarterly Report template to the Contractor to be used for the entire FFY. All four quarters will be reported on the same document along with IVRS Analysis/Recommendations for each quarter.

#### **3. Due Date and Submission**

Quarterly Progress Reports are due within five working days after the end of the quarter (January 8, April 7, July 8, and October 7). Contractor shall submit reports to the IVRS Resource Manager via electronic mail. Signatures and certification may be provided by electronic signature or in portable document format (PDF). Hard copies of the progress reports or attachments to it will not be accepted without the approval of the IVRS Resource Manager.

#### **4. Content**

- a. The Contract Financial Contact will be required to fill in this area based on the approved budget contained in the Contract, indicate if the Contractor is within budget and provide a report of expenditures for the reported period. If over budget, indicate by how much, the reasons why and the impact this will have on the project. Also, indicate the plan for addressing and remedying any actual or anticipated budget shortfalls. Changes to the Statement of Work due to budget considerations or changes in strategy must be approved by IVRS.
- b. Primary Tasks: Provide the updated Quarterly Progress Report, which describes the work completed during the reporting period. Include or attach supporting documents or information as needed.
- c. Problems or Delays: Describe any unexpected problems encountered and the impact or possible impact on overall performance of the Contract.
- d. Performance Measures: Provide all performance measures as required in Exhibit A for the quarter and year-to-date.

### **B. YEAR END SUMMARY REPORT**

#### **1. Overview**

Contractor shall submit a summary report at the end of the federal fiscal year in which it provides a description of the activities undertaken in performance of the Contract during the previous year, including examples of specific achievements and outcomes. The Contractor shall provide information demonstrating substantial progress in achieving the objectives of TAP and data that assists IVRS in demonstrating the usefulness and effectiveness (including cost-effectiveness) of TAP. Continued funding of TAP is contingent upon the satisfactory

completion of the prior year's activities, including meeting the performance measures as provided in the Quarterly Progress Reports. Any performance measure not met at FFY will require a corrective action plan.

**2. Due Date and Submission**

Year End Summary Report will be found within the Quarterly Progress Report for 4<sup>th</sup> Quarter and is due October 7, 2020. Contractor shall submit the report to the IVRS Resource Manager via electronic mail. Signatures may be provided by electronic signature or in portable document format (PDF). Hard copies of the reports or attachments to it will not be accepted without the approval of the IVRS Resource Manager.

(End of Exhibit C)

**CONTRACT CERTIFICATIONS****Certification of Compliance with the Pro-Children Act of 1994**

Contractor shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act). The Act requires that smoking not be permitted in any portion of any indoor facility used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

Contractor further agrees that the above language will be included in any sub-awards that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

Contractor certifies as follows:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, State of Iowa, or IVRS with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Contractor shall provide immediate written notice to the person to whom this document is submitted if at any time Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this document is submitted for assistance in obtaining a copy of those regulations.
4. Contractor agrees by submitting this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by IVRS or the agency with which this transaction originated.
5. Contractor further agrees by submitting this document that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the IVRS or the agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Contractor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal IVRS or agency.

10. Where Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this document.

**Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all Contractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.A. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Certification Regarding Drug Free Workplace**

Contractor agrees to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a drug-free awareness program to inform employees about: a.) the dangers of drug abuse in the workplace; b.) the employer's policy of maintaining a drug-free workplace; c.) any available drug counseling, rehabilitation, and employee assistance programs; and d.) the penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee undertaking activities under this Contract be given a copy of the statement required by paragraph 1. above.
4. Notifying the employee in the statement required by paragraph 1. that as a condition of employment under this Contract, the employee will: a.) abide by the terms of the statement, and b.) notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction;
5. Notifying IVRS within ten (10) days of receiving notice from an employee of that employee's criminal drug conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 41 U.S.C. § 703; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1. through 6., above.

Contractor shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii), take appropriate personnel action against such employee up to and including termination, or require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Contractor certifies that the above certifications are true and accurate, and Contractor has caused a duly authorized representative to execute these Contract Certifications concurrently with the underlying Contract.

### Minority Impact Statement

Pursuant to Iowa Code § 8.11 (2013), all grant applications submitted to the State of Iowa shall include a Minority Impact Statement. This is the state’s mechanism to require grant applicants to consider the potential impact of the grant project’s proposed program on minority groups.

**Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s).**

- The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project

Indicate which group is impacted:

- \_\_\_ Women
- \_\_\_ Persons with a Disability
- \_\_\_ Blacks
- \_\_\_ Latinos
- \_\_\_ Asians
- \_\_\_ Pacific Islanders
- \_\_\_ American Indians
- \_\_\_ Alaskan Native Americans
- \_\_\_ Other

- The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation of representatives of the minority groups impacted.

Indicate which group is impacted:

- \_\_\_ Women
- \_\_\_ Persons with a Disability
- \_\_\_ Blacks
- \_\_\_ Latinos
- \_\_\_ Asians
- \_\_\_ Pacific Islanders
- \_\_\_ American Indians
- \_\_\_ Alaskan Native Americans
- \_\_\_ Other

- The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

**Definitions**

“Minority Persons”, as defined in Iowa Code Section 8.11, mean individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

“Disability”, as defined in Iowa Code Section 15.102, subsection 5, paragraph “b”, subparagraph (1):

*b.* As used in this subsection:

(1) “*Disability*” means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

“*Disability*” does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

“State Agency”, as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.