

Contract # 26-TAP-34

CONTRACTOR CONTRACT DECLARATIONS & EXECUTION

Title of Contract:	ALN	RFP No.	Contract No.
Transition Alliance Program	84.126	N/A	26-TAP-34

This Contract shall be signed by both parties before the Contractor provides any services pursuant to it. The Division 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:

Division of Iowa Workforce Development: (hereafter "IVRS" or "Division")	Contractor: (hereafter "Contractor")
Iowa Vocational Rehabilitation Services	Linn Mar Community School District
Division Principal Address ("Notice Address"):	Contractor Principal Address ("Notice Address"):
1000 E Grand Ave. Des Moines, IA 50319	3556 Winslow Rd, Marion, IA. 52302
Contractor Tax ID No. 42-0872010 V#00002108845	Organized under the laws of: State of Iowa

Contract Information:	Start Date	End Date	# of Yearly Extensions	Billing Frequency:
Article I. Period	7/1/2026	9/30/2026	5	<input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
Maximum Value of Contract & Amendments			\$45,125.00	
Amount of Insurance Coverage(s) Required			See Section 11 Insurance	
Federal Funds Involved?	Yes		Contract Available to	<input type="checkbox"/> State Agencies <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	

Division Accounting Codes: Fund: 0001 Division: 309 Approp: I67 Org: 2900 Task: VTAP Prog: BF26

Division Contract Manager:	Contractor Project Manager:
Name: Rebecca Luers	Name: Megan Burke-Brunschenn
Address: 550 S Gear Ave West Burlington, IA 52655	Address: 3556 Winslow Rd. Marion, IA. 52302
Tel: (319) 850-3294	Tel: (319) 447-3359
E-mail : rebecca.luers@iwd.iowa.gov	E-mail : megan.brunschenn@linnmar.k12.ia.us
Division Billing Contact:	Contractor Billing Contact:
Name: Tracie Kirkpatrick	Name: Jon Galbraith
Address: 1000 E Grand Ave Des Moines, IA 50319	Address: 3556 Winslow Rd. Marion, IA. 52302
Tel: (515) 725-9058	Tel: (319) 447-3008
E-mail : tracie.kirkpatrick@iwd@iowa.gov	E-mail : jon.galbraith@linnmar.k12.ia.us

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.

Division, by:	Contractor, by:
Signature:	Signature:
Printed Name: Katie Lowe Lancaster	Printed Name:
Title: School Board President	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. H126A260020) 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 Workforce Development (IWD), an agency of the State of Iowa is authorized to enter into this Contract. Its address is 1000 E. Grand Ave, Des Moines, Iowa, 50319. IVRS's contact person for this Contract is Rebecca Luers, (319) 850-3294, rebecca.luers@iowa.gov.
- B. Linn Mar Community School District (Contractor) is organized under the laws of Iowa and is authorized to enter this Contract. Its address is 3556 Winslow Rd., Marion, Iowa, 52302. Contractor's contact persons for this Contract is Megan Burke-Brunschenn, (319) 447-3359, megan.brunschenn@linnmar.k12.ia.us
- C. Term. The initial term of this Contract is from July 1, 2026, through September 30, 2026.
- D. 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.

III. 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.

IV. Statement of Work.

- A. Services. Contractor shall perform the services 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 XVI.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.

V. **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.
- 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 **\$45,125.00**. 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) business 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 Iowa Administrative Code 11-42. 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 IVRS. No costs will be reimbursed unless IVRS has given prior approval to the Contractor.
- 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.

VI. 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.

VII. 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.

VIII. 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 Either Party. Following thirty (30) days' written notice, either party may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation. 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 material condition or obligation created by this Contract; or
 2. Contractor fails to make substantial and timely progress toward performance of this Contract; or
 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 material condition or obligation created by this Contract; or
 2. IVRS fails to make timely payment in conformance with Iowa Code § 8A.514 (2025) 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.

IX. 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 (2025), 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.

X. 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 84H (2025), Iowa Code §22.1, and Iowa Administrative Code 871.77.17. 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.
- F. Cybersecurity. The Iowa Department of Management provides a comprehensive list of binding cybersecurity standards at <https://dom.iowa.gov/state-government/information-technology/cybersecurity/general-terms-and-conditions>.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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 Nondiscrimination in Employment. The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibilities plans and policies as required under Iowa Administrative Code chapter 11-121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for the future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

- 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.
- E. Compliance with all applicable law. As a Contractor with Iowa Vocational Rehabilitation Services (IVRS), a division of Iowa Workforce Development (IWD), the Contractor is a recipient of federal funds through a state Contract. The Contract between the Contractor and IVRS/IWD requires compliance with all applicable law, including presidential executive orders. Compliance with all applicable law requires the Contractor, as a recipient of federal funds from IVRS/IWD, to follow all such orders which relate to work of Contractor that is funded, in whole or in part, by federal funds received by IVRS/IWD. This includes the production of written and other materials for participation in or the conduct of trainings, development and maintenance of content for websites and other external or internal communications or training platforms.

XV. Assurances.

- A. Réhabilitation 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.

XVI. 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 or the United States Federal District Court for the Southern District of Iowa, both in 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. 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 (2025), 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. Dedicated space on the Contractor's public website and social media platforms will be made available to promote IVRS services.

**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 (or until the participant reaches age 25).

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 flexible 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 have a signed consent form; and (ii) applicants for IVRS services who have a signed consent form, 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 who has a signed consent form 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

Additional Contractor Responsibilities:

- TAP staff will participate in initial training with the IVRS Contract Manager. Training will include, but is not limited to, expectations of the contract, IRSS, and the Local School Plan (LSP)

process.

- Case notes will be completed directly into the IRSS Interface within five business days or by the end of the quarter, whichever occurs first.
- 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.

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: Potentially Eligible (PE) Students

Potentially Eligible (PE): All students with disabilities on an IEP or covered under the provisions of section 504 are considered PE.

A. Contractor Responsibilities

1. Contracted staff will develop a collaborative process with school staff, AEA staff and IVRS staff for connecting Potentially Eligible (PE) students to IVRS.
2. Ensure a "Consent to Release Information to and from IVRS" form has been completed for each participant.
3. Assist with completing a Pre-ETS Agreement with the student and guardian.
4. Assist with obtaining PE documentation. Documentation requirements for PE students must be followed.
5. TAP will provide Pre-ETS activities as indicated on the Pre-ETS Agreement to PE students.
6. If a PE student is identified as needing more intensive services, TAP Staff will recruit the student to apply for IVRS services.
7. At high school graduation, a PE student will be discharged from TAP and IVRS staff will be notified.
8. Update IRSS Interface within five business days or by the end of the quarter, whichever occurs first.

B. IVRS Counselor Responsibilities

1. IVRS Counselor will participate in initial contract training with IVRS Contract Manager.
2. IVRS Counselor will assist with developing a collaborative process with school staff, AEA staff and TAP staff for connecting PE students to IVRS.
3. Verify a "Consent to Release Information to and from IVRS" form has been completed for each participant.
4. Complete intake on applicants referred to IVRS by TAP staff.
5. Collaborate with TAP to provide ongoing Pre-ETS to PE students, as needed.

II. Core Area 2: Referral and Eligibility Services

A. Contractor Responsibilities

1. Contracted staff will develop a collaborative process with IVRS staff for connecting potential applicants to IVRS for full service delivery.
2. Ensure a "Consent to Release Information to and from IVRS" form has been completed for each participant.
3. Refer potential applicants to IVRS.

4. Provide any existing assessment or diagnostic information from school records to IVRS.
5. If IVRS implements a waiting list, TAP is only able to provide Pre-ETS activities until the student is released from the waiting list.
6. TAP will provide Pre-ETS activities to PE students and IVRS eligible students on the waiting list, if applicable.
7. Update IRSS Interface within five business days or by the end of the quarter, whichever occurs first.

B. IVRS Counselor Responsibilities

1. IVRS Counselor will assist with developing a collaborative process with TAP staff for connecting potential applicants to IVRS for full service delivery.
2. Verify a "Consent to Release Information to and from IVRS" form has been completed for each participant.
3. Complete intake on applicants referred to IVRS by TAP staff.
4. Gather medical and psychological information on an applicant to determine eligibility.
5. Provide diagnostic and assessment services for applicants while awaiting IVRS eligibility determination, if appropriate.
6. Inform the School District, TAP staff and the applicant of IVRS' eligibility decision and, if applicable, waiting list category.

III. Core Area 3: 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, TAP staff will implement the services indicated in the IPE for each eligible student. The services to be provided by the School District include, without limitation:

A. Contractor Responsibilities

1. Contracted staff will develop a collaborative process with IVRS Counselor for delivering individualized services identified on the IPE.
2. Participate in Individual Education Program (IEP) meeting to review data to determine student's self-advocacy skills.
3. Collaborate with IVRS to provide ongoing Pre-ETS to students to support development of the Individualized Plan for Employment (IPE) and assist with maintaining engagement of students via biweekly contact.
4. 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.
5. Develop, maintain and record partnerships with local businesses to create Pre-ETS and employment opportunities for participants and update tracking tool with this information within five business days or by the end of the quarter, whichever occurs first. Below are the industry sectors that are expected to be represented in partnership activities each FFY. It is not allowable for one business to represent all or multiple industry sectors.
 - a. Natural Resources and Mining
 - b. Construction
 - c. Manufacturing

- d. Trade, Transportation, and Utilities
 - e. Information
 - f. Financial Activities
 - g. Professional and Business Services
 - h. Education and Health Services
 - i. Leisure and Hospitality
 - j. Other Services
6. Collaborate and provide Pre-ETS activities that assists students with disabilities to explore, obtain and maintain employment. Pre-ETS activity information should be communicated with parents/guardians, school staff, IVRS staff and other team members.

Job exploration counseling offered by the School District:

- School counselors and student support teachers
- Adrienne Shavers, Kirkwood College and Career Transition Counselor
- Use of Xello career exploration platform beginning in 9th grade
- Transition planning assessments including TPI-3
- Use of O-Net for career exploration
- Classroom discussions about career interests
- Workplace Learning Connection job shadow opportunities for grades 10–12

New and expanded job exploration counseling provided by TAP:

- TAP staff will provide additional interest inventories to students with disabilities followed by enhanced review of the results and labor market information in their interest areas.
- TAP staff will work with school teams to provide additional small group and individualized services to assist students in exploring a variety of career options.
- TAP staff will assist with employer development to create job shadowing/informational interview opportunities to narrow down career options and interests.
- TAP staff will provide students with disabilities information on non-traditional employment options.
- TAP staff will collaborate with the College & Career Transition Counselor to provide new and expanded job exploration activities for students.
- TAP staff will coordinate with school counselors and teachers to expand participation in career exploration activities.

Work-based learning experiences provided by the School District:

- Workplace Learning Connection internships for grades 11–12
- On-site schoolwork experiences are supported by paraprofessionals
- Project-based learning through Venture courses
- DIF grant funded work experiences

- Success Center job coaching opportunities (4+)

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

- TAP staff will partner with businesses to set up paid/unpaid work-based learning experiences for students with disabilities in the community. For students participating in the work experience class, TAP will collaborate with the teacher to provide new and expanded experiences.
- TAP staff will provide both on and off-site instructional training to students who require additional support for the work-based learning experience outside of the work experience class.
- TAP staff will assist businesses with identifying accommodations necessary for students to be successful with a work-based learning experience.
- TAP staff will arrange informational interviews and other unpaid work-based learning experiences needed to explore identified career interest areas.
- TAP staff will collaborate with special education teachers and school staff to enhance work-based learning services for students.
- TAP will coordinate with local businesses and agencies to provide students with opportunities to engage in apprenticeships.
- TAP will assist with transportation coordination where feasible.

Counseling on Opportunities offered by the School District:

- School counselors and student support teachers
- Kirkwood College & Career Transition Counselor
- College campus visits and admissions meetings
- ACT/SAT testing coordination
- FAFSA completion assistance
- Kirkwood dual credit programming
- TGIF events at Kirkwood
- IEP transition discussions

New and expanded counseling on opportunities provided by TAP:

- TAP staff will educate parents/students on post-secondary rules and regulations regarding reasonable accommodations for students with disabilities.
- TAP staff work with College & Career Transition Counselor to help educate parents/students in better understanding the college application process and connect students to accessibility services in a post-secondary setting. This includes completion of paperwork for post-secondary training such as FAFSA, college applications, etc.
- TAP staff will discuss testing scores for training programs, as applicable, and how scores affect career planning.
- TAP staff will work with the School Counselor and IEP team to assure students who qualify are participating in courses that align with their IPE goal.
- TAP staff will assist students in identifying a variety of training opportunities available to them in the post-secondary setting, including information on trade/technical schools and non-traditional post-secondary opportunities.
- TAP staff will assist school personnel with apprenticeships for informational purposes and connecting students to appropriate opportunities.

- TAP staff will keep the appropriate school personnel informed of any upcoming tours or informational sessions resting to post-secondary options.
- TAP staff will connect with campus accessibility resource centers.

Workplace readiness training offered by the School District:

- Special education services
- Personal Finance course required for graduation
- Kirkwood Career Academies
- Community work experiences within 4+ programming

New and expanded workplace readiness training offered by the TAP:

- TAP staff will partner with the high school to provide workplace readiness training that reinforces building a strong future workforce.
- TAP staff will offer mock interviews, resume workshops, and informational interviews, this can be provided within the school or outside of the school with business partners.
- TAP staff can assist with financial literacy training for students.
- TAP staff can coordinate with their local IVRS office to provide summer programming for students with disabilities. TAP staff can also have stand-alone programming offered over the summer for students with disabilities.
- TAP staff can provide resources for students, parents and school teams pertaining to transition.
- TAP staff can provide small group or individualized workplace readiness training
- TAP staff can provide employability skills such as:
 - communication
 - teamwork
 - time management
 - workplace behavior
 - problem solving
- TAP staff can provide reinforce skills through real work experiences.

Self-advocacy instruction offered by the School District:

- Participation in IEP meetings
- Student support teacher instruction
- Extracurricular clubs and leadership opportunities
- Counseling support services
- Family resource support for housing, food, and community resources

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

- TAP staff will work with students to learn about accommodations necessary in the workplace and how to advocate for these accommodations.
- TAP staff will train students with disabilities on their rights and responsibilities.
- TAP staff will develop/provide activities to students with disabilities focused on decision-making, self-awareness and leadership.

- TAP will expand outreach to middle and high school students and families and inform them of community resources available to them for transition services.
- TAP staff can provide guidance on connecting with natural supports in an educational or work setting.
- TAP staff can provide training on disability rights and responsibilities.
- TAP staff can encourage self-determination and independent decision-making.
- TAP staff can provide training on disability disclosure.

Cont'd from page 6

7. Provide students with supported short-term paid work experiences.
8. Provide short-term instructional training when needed.
9. Place students in occupations that match their stated employment goal in their IPE.
10. 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).
11. Provide short-term job coaching to students that require on-the-job supports to be successful in maintaining employment.
12. Provide assistance to students and employers to address and resolve any work-related behaviors.
13. Update IRSS Interface within five business days or by the end of the quarter, whichever occurs first.

B. IVRS Counselor Responsibilities

1. IVRS Counselor will assist with developing a collaborative process with TAP staff for delivering individualized services identified on the IPE.
2. Collaborate with TAP to provide ongoing Pre-ETS to students to support development of the Individualized Plan for Employment (IPE) and assist with maintaining engagement of students via biweekly contact.
3. Develop and maintain partnerships with local businesses to create Pre-ETS and employment opportunities for students.
4. Provide guidance and counseling services to TAP students.
5. Provide disability consultation services to School District and employers.
6. Determine when TAP participant's employment is stabilized and close IVRS case.

IV. Contractor Performance Measures

1. The first full year of the contract, a minimum of 60% of staff time will be used for providing Pre-ETS Required and Coordinated Activities.
2. Contracted staff will participate in initial contract training which will include how to code time for Pre-ETS activities and non-Pre-ETS activities delivered.
3. Contracted staff will meet quarterly with IVRS Contract Manager to review expectations, services provided and progress in meeting performance measures.
4. Contracted staff will create and/or expand at least one Pre-ETS activity per quarter for students with disabilities within the identified school district(s). This will be emailed to IVRS Contract Manager each quarter.
5. TAP staff will review, update and submit the Local School Plan (LSP) to include the new contracted program.

6. Participate in training to identify PE students to refer as applicants.
7. The number of potential applicants referred to IVRS will be established during the baseline year of the contract.
8. Contracted staff will educate local businesses on the new program and begin developing business partnerships across all industry sectors.

(End of Exhibit A)

EXHIBIT B

Linn Mar CSD TAP Budget

July 1, 2026-September 30, 2026

Expense	Amount
Salaries	\$31,750
Fringe Benefits	\$4,750
Travel	\$1,250
Materials & Supplies	\$1,475
Professional Development/Training	\$ 1,750
Federal Indirect Cost Rate 10.13%	\$4,150
Total Costs of TAP Program	\$45,125
*Certified Non-Federal Cash Transfer Due 7/15/2026 (50% of Total Costs of TAP Program)	\$22,562.50
Certified Non-Federal 2nd Cash Transfer	NA for this contract period
Total Certified Non-Federal Cash Transfer Not to Exceed	\$22,562.50

***Cash Transfer Payment Schedule:** The Cash Transfer Payment is a mutually agreed amount between contracting parties. Please use the Cash Transfer Remittance Sheet for payments, including it with the payment.

BUDGET NARRATIVE

Salaries: This budget line consists of the salary for two full-time TAP Coordinators. IVRS will only reimburse for the time the TAP staff devotes to the TAP contract activities - the Personnel Activity Reports, which will be completed at least monthly, will determine this. This expense will be documented with Personnel Activity Reports, payroll journals, printouts from district accounting system, etc.

Fringe Benefits: These benefits were calculated at 15% of salary for all positions outlined above in Salaries. Payroll documentation including Personnel Activity Report (PAR), payroll journals, job description, and employment contract will be available to support all salary and fringe benefit costs charged to this agreement.

Travel: This budget line consists of mileage, meals, lodging, and other various travel expenses associated with the TAP program. Mileage, meals and lodging will be claimed at current rates and will not exceed state rates. Meals will only be allowed when Contractor is in overnight status. Detailed travel documentation will be kept for mileage and receipts will be kept for lodging, registrations, and travel expenses. Out of state, overnight travel for the TAP program requires prior approval and requests will be submitted to the contract manager for consideration in advance of the anticipated departure date. 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 trip. 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.

Transportation is a service in support of Pre-ETS, therefore transportation is only available to IVRS eligible students. Due to this, if a student is Potentially Eligible (PE), transportation services cannot be funded by IVRS.

Materials & Supplies: This budget line consists of instructional supplies, office expenses, equipment, printing, computer, etc. All supply costs will be directly related to this agreement, and invoices will be kept to document cost. Documentation should include a categorizing of expenses to show the corresponding activity from the PAR (i.e. supplies required, coordination, etc.) based on the use of the supply.

Professional Development: This budget line consists of costs associated with attending conferences or training of the staff. Meals are eligible for reimbursement when in overnight status only. Documentation includes but is not limited to registration receipts, mileage and lodging with a screenshot of the search of the State of Iowa Human Trafficking website site of the lodging provider. Certified locations are being maintained and updated at <https://stopthiowa.org/certified-locations>. 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. This budget line is capped at \$5,000. Documentation should 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.

Indirect Costs: The current IDC rate is 10.13%. This is the Unrestricted Indirect Cost Rate provided to the CSD by the DE. The most current rate can be found here: <https://educateiowa.gov/documents/indirect-cost-rates>.

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 to make sure costs are allowable, allocable, reasonable and necessary.

(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 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 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 business days after the end of the quarter (January 8, April 7, July 8, and October 7). Contractor shall submit reports to the IVRS Contract Manager. Hard copies of the progress reports or attachments to it will not be accepted without the approval of the IVRS Contract Manager.

4. Content

- a. Budget Status: 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 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. Provide updates on strategies used for performance measures not met the prior FFY.

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 the program and data that assists IVRS in demonstrating the usefulness and effectiveness (including cost-effectiveness) of the program. Continued funding of the program 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 4th Quarter and is due October 7, 2026. Contractor shall submit the report to the IVRS Contract 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 Contract Manager.

(End of Exhibit C)

CONTRACT CERTIFICATIONS

For the most up-to-date Federal Regulations and contractual obligations, please visit [Grant Award Notification Attachments | Rehabilitation Services Administration](#).

Federal Funds Usage

Grantees must not use federal funds under this project in any manner that violates the United States Constitution, Title VI or Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq. or 42 U.S.C. § 2000e et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), section 504 of the Rehabilitation Act (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.), the Boy Scouts of America Equal Access Act of 2001 (20 U.S.C. § 7905), section 117 of the Higher Education Act of 1965, as amended (20 U.S.C. § 1011f), or other applicable federal law. To the extent that a grantee uses grant funds for such unallowable activities, the Department intends to take appropriate enforcement action including under section 451 of the General Education Provisions Act (GEPA), which may include the recovery of funds under section 452 of GEPA.

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.