# Item 7: Finalized Title IX Documents – DOR Terms and Conditions

**DEPARTMENT OF REHABILITATION TERMS AND CONDITIONS (Rev. 05/22)**

All providers of services to Department of Rehabilitation (DOR) consumers are required to comply with the following Terms and Conditions, which are incorporated by reference on page 2 of all "Authorization for Services" (DR297B), and "Medical Authorization and Invoice" (DR297C), and “Authorization and Invoice for Direct Service Fees” (DR297F) documents, hereinafter referred to as "Agreement":

1. **CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT:** It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

DOR has the option to void the contract immediately upon written notice to the Contractor or to amend the contract to reflect any reduction of funds.

The Contractor shall comply with the Single Audit Act and the reporting requirements set forth in Subpart F of Part 200 of Chapter 2 of Title 2 of the Code of Federal Regulations (commencing with section 200.500.

1. **PROGRESS REPORTS:** Contractor shall submit progress reports to State representative, as required, describing work performed, work status, work progress difficulties encountered, remedial action, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. Contractor to be reimbursed by invoicing, in detail, all costs and charges with Contract Number and sending to designated address.
2. **SINGLE-AUDIT REPORTS - NON-PROFIT AGENCIES:** Contractor understands that:
	1. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of Subpart F of Part 200 of Chapter 2 of Title 2 of the Code of Federal Regulations (commencing with section 200.500) for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 2018 Revision.”
	2. The financial and compliance audit shall contain the following supplementary financial information:
		1. A combining statement of revenue and expenditures for each contract which presents, by budget line item, revenue and expenditures for the contract or audit period.
		2. A computation sheet for each contract used to calculate the Contractor's earnings for the contract or audit period, including measurable values. The results of this calculation will be used to determine:
			1. The amount due Contractor;
			2. The amount due State; or
			3. Whether the Contractor has been paid in full.
3. Private, nonprofit Contractors shall submit to DOR two (2) copies of the required audit report within six (6) months of the end of the Contractor's fiscal year. An extension may be granted by DOR's Audit Services Unit upon written request by the Contractor's Certified Public Accountant, to include but not be limited to, an explanation of why the required audit cannot be submitted within six (6) months of the end of the Contractor's fiscal year, for submittal of the audit report not to exceed an additional thirty (30) calendar days from the original due date. Audit reports are to be submitted to the following address:

Department of Rehabilitation
Audit Services Section
721 Capitol Mall
Sacramento, CA 95814

1. Local governmental entities shall submit to DOR two (2) copies of the required audit report within thirty (30) calendar days after the completion of the audit, but no later than nine (9) months after the end of the audit period. The audit reports are to be submitted to the address stated above.

Local governmental agencies shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

State Controller
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

1. Where services or funds under this Agreement are provided to, for, or by a wholly owned, or wholly controlled subsidiary of Contractor, Contractor hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this Section. Said required audit report shall be made available to the State upon request.
2. **TITLE IX REQUIREMENTS FOR EDUCATION PROGRAMS AND ACTIVITIES:** Contractor and its subcontractors must comply with Title IX of the Education Amendments Act of 1972 (20 U.S.C. § 1681) (Title IX), which prohibits discrimination on the basis of sex, including sexual orientation, gender identity, sexual harassment, and sexual violence, such as rape, sexual assault, sexual battery, and sexual coercion, in education programs and activities receiving or benefitting from federal financial assistance. (34 C.F.R. section 106 et seq.)
3. **CONFLICT OF INTEREST - NON-PROFIT ENTITIES:**
	1. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
	2. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.