

File No. 250028

Committee Item No. \_\_\_\_\_

Board Item No. 7

# COMMITTEE/BOARD OF SUPERVISORS

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Committee: \_\_\_\_\_  
Board of Supervisors Meeting

Date: \_\_\_\_\_  
Date: January 14, 2025

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### OTHER

- DPH Grant Checklist \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Prepared by: Arthur Khoo  
Prepared by: \_\_\_\_\_

Date: January 9, 2025  
Date: \_\_\_\_\_

1 [Accept and Expend Grant - United States Department of Education - California Department  
2 of Rehabilitation - State Vocational Rehabilitation Services Program - \$791,433]

3 **Resolution authorizing the Department of Public Health to accept and expend a grant in**  
4 **the amount of \$791,433 from the United States Department of Education through the**  
5 **California Department of Rehabilitation for participation in a program, entitled “State**  
6 **Vocational Rehabilitation Services Program,” for the period of July 1, 2025, through**  
7 **June 30, 2028.**

8  
9 WHEREAS, The United States Department of Education (DOE), through the California  
10 Department of Rehabilitation (DOR) as a pass-through entity, has agreed to fund the  
11 Department of Public Health (DPH) in the amount of \$791,433 for participation in a program,  
12 entitled “State Vocational Rehabilitation Services Program,” for the period of July 1, 2025,  
13 through June 30, 2028; and

14 WHEREAS, DOR is renewing a cooperative contract agreement with five non-profit  
15 providers, including Richmond Area Multi-Services, Inc. (RAMS), Citywide Case Management  
16 Forensic Program, Caminar Jobs Plus, and Occupational Therapy Training Program Groups-  
17 San Francisco (OTTP-SF); and

18 WHEREAS, Providers will provide vocational assessment, situational assessment,  
19 work adjustment and employment services including employment preparation, job  
20 development, placement and job retention services for diverse groups of adults with severe  
21 mental illness; and

22 WHEREAS, The grant does not require an Annual Salary Ordinance Amendment; and

23 WHEREAS, The grant terms requires a minimum cost sharing of \$2,456,625; and

24 WHEREAS, The cost sharing will be funded from the San Francisco City and County  
25 General Fund, and from funding provided by the Mental Services Health Act (MHSA); and

1           WHEREAS, DPH received the award notice on November 20, 2024, for a project start  
2 date of July 1, 2025; and

3           WHEREAS, The Department proposes to maximize use of available grant funds on  
4 program expenditures by not including indirect costs in the grant budget; and

5           WHEREAS, The following accompanying documents are required in a Accept and  
6 Expend package submitted to the Board of Supervisors to be placed on file with the Clerk of  
7 the Board of Supervisors in File No. 250028: 1) proposed grant resolution signed by the  
8 Department, Mayor, and Controller; 2) grant information form, including a disability checklist;  
9 3) grant budget; 4) grant application; 5) grant award letter from funding agency; 6) ethics form  
10 126 (if applicable); 7) contract and/or, leases (if applicable), or agreements (if applicable); 8)  
11 grant agreement; 9) and other forms (if applicable); and

12           WHEREAS, DPH submits with this resolution all of the above-listed required  
13 documents that are applicable to this grant, including the grant information form, with disability  
14 checklist, grant budget, grant application, and the grant award letter from the funding agency;  
15 with the exception of the grant agreement, as the grant agreement has not yet been received  
16 and will be submitted for inclusion in the Board File once received; now therefore, be it

17           RESOLVED, Due to incomplete documentation in the Accept and Expend submission,  
18 the funds accepted for this grant shall be placed into the Board of Supervisors' reserve until  
19 the Board votes to release the funds; and, be it

20           FURTHER RESOLVED, Once all outstanding documents have been submitted, the  
21 Clerk of the Board is directed to schedule a hearing of the Budget and Finance Committee to  
22 duly review the submitted documents and consider the release of the funds to DPH; and, be it

23           FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of  
24 indirect costs in the grant budget; and, be it

25

1           FURTHER RESOLVED, DPH is hereby authorized to accept and expend a grant in the  
2 amount of \$791,433 from the DOE through DOR; and, be it

3           FURTHER RESOLVED, That DPH is hereby authorized to accept and expend the  
4 grant funds pursuant to Administrative Code, Section 10.170-1; and, be it

5           FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of  
6 Public Health to make any modifications to the Grant Agreement prior to its final execution by  
7 all parties, that the Director of Health determines, in consultation with the City Attorney, are  
8 consistent with this Resolution, in the best interest of the City, do not materially increase the  
9 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of  
10 the Grant Agreement and are in compliance with all applicable laws, including City's Charter;  
11 and, be it

12           FURTHER RESOLVED, That within thirty (30) days of the Grant Agreement being fully  
13 executed by all parties, the Director of Health shall provide a copy to the Clerk of the Board of  
14 Supervisors for inclusion in the official file.

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**File Number:** \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **State Vocational Rehabilitation Services Program**

2. Department: **Department of Public Health  
Community Behavioral Health Services**

3. Contact Person: **Juan Ibarra** Telephone: **415-255-3693**

4. Grant Approval Status (check one):

Approved by funding agency  Not yet approved

5. Amount of Grant Funding Approved or Applied for: **\$263,811 per year; \$791,433 total**  
(Year 1: 07/01/2025 – 06/30/2026: \$263,811  
Year 2: 07/01/2026 – 06/30/2027: \$263,811  
Year 3: 07/01/2027 – 06/30/2028: \$263,811)

6. a. Matching Funds Required: **\$818,875 per year; total \$2,456,625**  
(Year 1: 07/01/2025 – 06/30/2026: \$818,875  
Year 2: 07/01/2026 – 06/30/2027: \$818,875  
Year 3: 07/01/2027 – 06/30/2028: \$818,875)

b. Source(s) of matching funds (if applicable): **59% GF & 41% MHSA CSS**

7a. Grant Source Agency: **United States Department of Education, AL # 84.126**  
b. Grant Pass-Through Agency (if applicable): **California Department of Rehabilitation**

8. Proposed Grant Project Summary:

**The Department of Public Health (DPH) requests approval to accept and expend a three-year grant from the California Department of Rehabilitation (DOR). DOR is renewing a cooperative contract Agreement with five non-profit providers, including Richmond Area Multi-Services, Inc. (RAMS), Citywide Case Management Forensic Program, Caminar Jobs Plus, and Occupational Therapy Training Program Groups-San Francisco (OTTP-SF). Providers will provide vocational assessment, situational assessment, work adjustment and employment services including employment preparation, job development, placement and job retention services for diverse groups of adults with severe mental illness.**

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **July 1, 2025** End-Date: **June 30, 2028**

10a. Amount budgeted for contractual services: **\$0**

b. Will contractual services be put out to bid? **N.A.**

c. If so, will contract services help to further the goals of the Department’s Local Business Enterprise (LBE) requirements? **N.A.**

d. Is this likely to be a one-time or ongoing request for contracting out? **N.A.**

11a. Does the budget include indirect costs?  Yes  No

b1. If yes, how much? **N.A.**

b2. How was the amount calculated? **N.A.**

c1. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? **25% of salaries & fringes**

12. Any other significant grant requirements or comments:

**The grant does not require an ASO amendment, does not create net new positions, and partially reimburses the Department for two existing positions:**

No.	Class	Job Title	FTE	Start Date	End Date
1	2593	Health Program Coordinator III	0.59	07/01/2025	06/30/2028
2	2587	Health Worker III	1.00	07/01/2025	06/30/2028

**We respectfully request for approval to accept and expend these funds from July 1, 2025. The Department received the subaward agreement on November 20, 2024. The AL # for this grant is 84.126.**

Project Description: **HB MH AD04 2526 State Vocational Rehabilita**

Project ID: **10041916**

Proposal ID: **CTR00004544**

Fund ID: **11580**

Version ID: **V101**

Authority ID: **10001**

Activity ID: **0001**

Matching Funds:

Project Description: **HB MH Adult Care**

Project ID: **10001792**

Fund ID: **10000**

Version ID: **V101**

Authority ID: **10000**

Activity ID: **0001**

Project Description: **HB Prop 63 Mental Health Services Act**

Project ID: **10031199**

Fund ID: **11630**

Version ID: **V101**

Authority ID: **17156**

Activity ID: **0100**

**\*\*Disability Access Checklist\*\*\*(Department must forward a copy of all completed Grant Information Forms to the Mayor’s Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s)      | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s)       | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s)      |
| <input type="checkbox"/> New Site(s)                 | <input type="checkbox"/> New Structure(s)           |  |

14. The Departmental ADA Coordinator or the Mayor’s Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor’s Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor’s Office of Disability Reviewer:

Toni Rucker, PhD  
(Name)

DPH ADA Coordinator  
(Title)

Date Reviewed: 1/6/2025 | 8:30 AM PST

DocuSigned by:  
Toni Rucker  
A64292F7331F44D...  
(Signature Required)

**Department Head or Designee Approval of Grant Information Form:**

Dr. Grant Colfax  
(Name)

Director of Health  
(Title)

Date Reviewed: 1/6/2025 | 9:58 AM PST

DocuSigned by:  
Jenny Louie for Dr. Colfax  
40CFE25DD8B4464...  
(Signature Required)



San Francisco Department of Public Health (SFDPH)  
Community Behavioral Health Services  
State Vocational Rehabilitation Services Program  
**BUDGET JUSTIFICATION**  
July 1, 2025 to June 30, 2026

<b>A. PERSONNEL</b>	
1. 0.59 2593 - Health Program Coordinator III Annual Salary \$207,401 x 0.59 FTE for 12 months =	\$122,367
1.0 2587 - Health Worker III Annual Salary \$141,444 x 1.00 FTE for 12 months =	\$141,444
Total Salaries	\$263,811
<b>TOTAL PERSONNEL:</b>	<b>\$263,811</b>
<b>C. TRAVEL</b>	<b>\$0</b>
<b>D. EQUIPMENT</b>	<b>\$0</b>
<b>E. SUPPLIES</b>	<b>\$0</b>
<b>F. CONTRACTUAL</b>	<b>\$0</b>
<b>G. OTHER</b>	<b>\$0</b>
<b>TOTAL DIRECT COSTS</b>	<b>\$263,811</b>
<b>H. INDIRECT COSTS</b>	<b>\$0</b>
<b>TOTAL BUDGET:</b>	<b>\$263,811</b>

Community Behavioral Health Services  
State Vocational Rehabilitation Services Program

**BUDGET JUSTIFICATION**

July 1, 2026 to June 30, 2027

<b>A. PERSONNEL</b>	
1. 0.59 2593 - Health Program Coordinator III	
Annual Salary \$207,401 x 0.59 FTE for 12 months =	\$122,367
1.0 2587 - Health Worker III	
Annual Salary \$141,444 x 1.00 FTE for 12 months =	\$141,444
Total Salaries	\$263,811
<b>TOTAL PERSONNEL:</b>	<b>\$263,811</b>
<b>C. TRAVEL</b>	<b>\$0</b>
<b>D. EQUIPMENT</b>	<b>\$0</b>
<b>E. SUPPLIES</b>	<b>\$0</b>
<b>F. CONTRACTUAL</b>	<b>\$0</b>
<b>G. OTHER</b>	<b>\$0</b>
<b>TOTAL DIRECT COSTS</b>	<b>\$263,811</b>
<b>H. INDIRECT COSTS</b>	<b>\$0</b>
<b>TOTAL BUDGET:</b>	<b>\$263,811</b>

San Francisco Department of Public Health (SFDPH)  
Community Behavioral Health Services  
State Vocational Rehabilitation Services Program  
**BUDGET JUSTIFICATION**  
July 1, 2027 to June 30, 2028

<b>A. PERSONNEL</b>	
1. 0.59 2593 - Health Program Coordinator III	
Annual Salary \$207,401 x 0.59 FTE for 12 months =	\$122,367
1.0 2587 - Health Worker III	
Annual Salary \$141,444 x 1.00 FTE for 12 months =	\$141,444
Total Salaries	\$263,811
<b>TOTAL PERSONNEL:</b>	<b>\$263,811</b>
<b>C. TRAVEL</b>	<b>\$0</b>
<b>D. EQUIPMENT</b>	<b>\$0</b>
<b>E. SUPPLIES</b>	<b>\$0</b>
<b>F. CONTRACTUAL</b>	<b>\$0</b>
<b>G. OTHER</b>	<b>\$0</b>
<b>TOTAL DIRECT COSTS</b>	<b>\$263,811</b>
<b>H. INDIRECT COSTS</b>	<b>\$0</b>
<b>TOTAL BUDGET:</b>	<b>\$263,811</b>

STATE OF CALIFORNIA SERVICE BUDGET								DEPARTMENT OF REHABILITATION			
<input checked="" type="checkbox"/> Original		<input type="checkbox"/> Amendment									
Contractor Name and Address		Contract Number			Federal ID Number			Page X of X			
City & County of San Francisco		Leave Blank Unless Amending			94-6000417			1 of 1			
Department of Public Health - Behavioral Health		Budget Period			Budget Period			Budget Period			
101 Grove Street, Rm 110		July 1, 2025, or Upon Approval Whichever is Later – June 30, 2026			July 1, 2026 – June 30, 2027			July 1, 2027 – June 30, 2028			
San Francisco, CA 94102		Effective Date (Amendments Only)			Effective Date (Amendments Only)			Effective Date (Amendments Only)			
		Leave Blank Unless Amending									
Line No.	PERSONNEL – Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	
1	Vocational Services Program Manager (1 FTE= 40 hours/week, 12 months/year)	\$207,401.00	0.590	\$122,366.59	\$207,401.00	0.590	\$122,366.59	\$207,401.00	0.590	\$122,366.59	
2	Coop Client Coordinator (1 FTE = 40 hours/week, 12 months/year)	\$141,444.00	1.000	\$141,444.00	\$141,444.00	1.000	\$141,444.00	\$141,444.00	1.000	\$141,444.00	
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16	<b>Subtotal</b>			\$263,810.59			\$263,810.59			\$263,810.59	
17	<b>OPERATING EXPENSES</b>										
18											
19											
20											
21											
22											
23											
24											
25	Operating Subtotal										
26	Personnel and Operating Subtotal			\$263,810.59			\$263,810.59			\$263,810.59	
27	Indirect Rate Percentage										
28	Indirect Cost										
29	<b>TOTAL (rounded to nearest dollar)</b>			\$263,811			\$263,811			\$263,811	

**CONTRACT COMPARISON SHEET**

Contractor: City and County of San Francisco - Department of Public Health Behavioral Health Services (BHS)									
Program Goals	Current	2025/2026	2026/2027	2027/2028	Over/Under FY 1	Over/Under FY 2	Over/Under FY 3	Total Contract Change	3 Yr Total
<b>DOR Student Services</b>									
Total Served (Unduplicated)					0	0	0		0
Referrals					0	0	0		0
<b>VR Employment Services</b>									
Total Served (Unduplicated)	757	642	642	642	-115	-115	-115		1926
Successful Closures	182	182	182	182	0	0	0		546
					0	0	0		0
					0	0	0		0
Services to be Provided	Current	2025/2026	2026/2027	2027/2028	Over/Under FY 1	Over/Under FY 2	Over/Under FY 3		3 Yr Total
<b>Services:</b>									
<b>Service Goals</b>									
Intermediary Support Services	375	100	100	100	-275	-275	-275		300
Vocational / Career Profile	60	60	60	60	0	0	0		180
Vocational Assessments	68	68	68	68	0	0	0		204
Employment Preparation	398	398	398	398	0	0	0		1194
Job Development, Placement and Retention	302	302	302	302	0	0	0		906
Short-Term Supports	25	25	25	25	0	0	0		75
					0	0	0		0
					0	0	0		0
					0	0	0		0
					0	0	0		0
					0	0	0		0
					0	0	0		0
					0	0	0		0
					0	0	0		0
					0	0	0		0
					0	0	0		0
					0	0	0		0
					0	0	0		0
					0	0	0		0
<b>Total Budget Category Costs</b>									
Budgets	Current	2025/26	2026/27	2027/2028	Over/Under FY 1	Over/Under FY 2	Over/Under FY 3	Total Contract Change	3 Yr. Total
Rehabilitation Team FTE	5.75	5.75	5.75	5.75	0.00	0.00	0.00	0.00	17.25
Rehabilitation Team Cost	\$ 634,668	\$ 634,668	\$ 634,668	\$ 634,668	\$ -	\$ -	\$ -	\$ -	\$ 1,904,004.00
Case Service Dollars	\$ 520,234	\$ 520,234	\$ 520,234	\$ 520,234	\$ -	\$ -	\$ -	\$ -	\$ 1,560,702.00
VR Employment Services Budget	\$ 2,689,582	\$ 2,689,582	\$ 2,689,582	\$ 2,689,582	\$ -	\$ -	\$ -	\$ -	\$ 8,068,746.00
Total DOR Program Costs	\$ 3,844,484	\$ 3,844,484	\$ 3,844,484	\$ 3,844,484	\$ -	\$ -	\$ -	\$ -	\$ 11,533,452.00
VR Service Provision Funds	\$ 2,689,582	\$ 2,689,582	\$ 2,689,582	\$ 2,689,582	\$ -	\$ -	\$ -	\$ -	\$ 8,068,746.00
<b>Short-Term Funding (Reallotment)</b>					\$ -	\$ -	\$ -	\$ -	\$ -
DOR Student Services Budget					\$ -	\$ -	\$ -	\$ -	\$ -
Total Service Budget Payment	\$ 2,689,582	\$ 2,689,582	\$ 2,689,582	\$ 2,689,582	\$ -	\$ -	\$ -	\$ -	\$ 8,068,746.00
Cert Expense Total					\$ -	\$ -	\$ -	\$ -	\$ -
Total Contract	\$ 6,534,066	\$ 6,534,066	\$ 6,534,066	\$ 6,534,066	\$ -	\$ -	\$ -	\$ -	\$ 19,602,198
Cash Match Total	\$ 818,875	\$ 818,875	\$ 818,875	\$ 818,875	\$ -	\$ -	\$ -	\$ -	\$ 2,456,625.00

The goal of the ISS is now lower to 100 as this is more likely an achievable goal for the ISS.

### CONTRACT COMPARISON SHEET

Contractor: City & County of San Francisco, Department of Public Health - Behavioral Health Services								
Program Goals	Current	2025/2026	2026/2027	2027/2028	FY1 Over/Under	FY2 Over/Under	FY3 Over/Under	3 Yr. Total
Unduplicated Clients	757	717	717	717	-40	-40	-40	2151
New Applicants	309	309	309	309	0	0	0	927
IPE's Developed	263	249	249	249	-14	-14	-14	747
Successful Closures	192	182	182	182	-10	-10	-10	546
Services to be Provided	Current	2025/2026	2026/2027	2027/2028	FY1 Over/Under	FY2 Over/Under	FY3 Over/Under	3 Yr. Total
Services								
Service Goals:								
Intermediary Support Services	378	100	100	100	-278	-278	-278	300
Vocational / Career Profile	60	60	60	60	0	0	0	180
Vocational Assessments	68	68	68	68	0	0	0	204
Employment Preparation	398	398	398	398	0	0	0	1194
Job Development, Placeme	302	302	302	302	0	0	0	906
Short-Term Supports	35	35	35	35	0	0	0	105
					0	0	0	0
					0	0	0	0
Budgets	Current	2025/2026	2026/2027	2027/2028	FY1 Over/Under	FY2 Over/Under	FY3 Over/Under	3 Yr. Total
Section B - Payment Schedule								
Cash Match	\$ 818,875.00	#####	\$ 818,875.00	\$ 818,875.00	\$ -	\$ -	\$ -	\$ 2,456,625.00
Section C - Costs Assumed by Each Agency								
City and County of San Francisco, Department of Public Health - Behavioral Health Services Non-Fed Share 21.3% Cash Match	\$ 818,875	\$ 818,875	\$ 818,875	\$ 818,875	\$ -	\$ -	\$ -	\$ 2,456,625.00
DOR - Federal Leverage 78.7%	\$ 3,025,609	\$ 3,025,609	\$ 3,025,609	\$ 3,025,609	\$ -	\$ -	\$ -	\$ 9,076,827.00
Total Agreement - Combined	\$ 3,844,484	\$ 3,844,484	\$ 3,844,484	\$ 3,844,484	\$ -	\$ -	\$ -	\$ 11,533,452.00
Section D - Cost Allocation								
FTE	5.75	5.75	5.75	5.75	0.00	0.00	0.00	17.25
Rehabilitation Team Cost	\$ 634,668	\$ 634,668	\$ 634,668	\$ 634,668	\$ -	\$ -	\$ -	\$ 1,904,004.00
Case Service Dollars	\$ 520,234	\$ 520,234	\$ 520,234	\$ 520,234	\$ -	\$ -	\$ -	\$ 1,560,702.00
VR Service Provision	\$ 2,689,582	\$ 2,689,582	\$ 2,689,582	\$ 2,689,582	\$ -	\$ -	\$ -	



Edmund G. Brown Jr.,  
Governor



State of California  
Health and Human Services Agency

Juan Ibarra  
San Francisco Behavioral Health Services  
1380 Howard Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94103

November 20, 2024

Dear Mr. Ibarra:

The City & County of San Francisco Department of Public Health- Behavioral Health Services, hereafter referred to as San Francisco County Behavioral Health Services cooperative program, is a cooperative agreement between Department of Rehabilitation (DOR) and San Francisco Behavioral Health Services. These agreements are state and local agreements in which the participating public agency provides DOR with the non-federal match for the purpose of matching federal Vocational Rehabilitation funds.

DOR and San Francisco Behavioral Health Services currently have a three-year agreement that will expire on June 30, 2025. DOR and San Francisco Behavioral Health Services would like to renew the cooperative contract and associated case service contracts for a new three-year term at the current budget funding level for each fiscal year. The term of the contract renewal will be July 1, 2025 - June 30, 2028. Budget funding for each fiscal year will be as follows:

Cash Match: \$818,875

Total Payment to San Francisco Behavioral Health Services: \$263,811

DOR Budget and Case Service Contract(s) Total: \$3,580,673.

Pending the availability of federal funds, the intent is to fund the full contract term.

Thank you for your continued support and dedication.

Gina Rambeau  
Staff Services Manager I  
Cooperative Programs Section

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>32939</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
----------------------------------	---

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

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTOR NAME

City and County of San Francisco Department of Public Health- Behavioral Health Services

2. The term of this Agreement is:

START DATE

July 1, 2025 or Upon approval whichever Date is later

THROUGH END DATE

June 30, 2028

3. The maximum amount of this Agreement is:

\$791,433.00 (Seven Hundred Ninety One Thousand, Four Hundred Thirty Three Dollars)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit A.1	Contractor's Description of Services/Deliverables	3
Exhibit B	Budget Detail and Payment Provisions	4
+ - Exhibit B.1	Contractor's Program Budget(s) and Narrative(s)	3
+ - Exhibit C	General Terms and Conditions (GTC 4/2017)	1
+ - Exhibit D	Special Terms and Conditions	8
+ - Exhibit E	Additional Provisions - Federally Funded Agreements	3
+ - Exhibit F	Additional Provisions - Case Services	2
+ - Exhibit G	Additional Provisions	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

City and County of San Francisco Department of Public Health- Behavioral Health Services

CONTRACTOR BUSINESS ADDRESS

101 Grove Street, Room 110

CITY

San Francisco

STATE

CA

ZIP

94102

PRINTED NAME OF PERSON SIGNING

Hillary Kunins,  
MD, MPH

TITLE

Director of Behavioral Health  
Services and Mental  
Health SF

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:  
*Hillary Kunins*  
2DAAE14FF8AC4A7...

DATE SIGNED

12/19/2024 | 8:25 AM PST



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>32939</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTING AGENCY ADDRESS

721 Capitol Mall, 6th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A**  
**(Standard Agreement - Subvention)**  
**Scope of Work**

**1. PURPOSE**

Case Service Agreement

**2. AUTHORITY**

Authority: California Welfare and Institutions Code sections 19008 and 19013 authorize the Department of Rehabilitation to enter into this Agreement to provide vocational rehabilitation services pursuant to the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 et seq.), federal implementing regulations (34 C.F.R. § 361 et seq.), California Welfare and Institutions Code section 19000 et seq., and California Code of Regulations, title 9, section 7000 et seq.

Assistance Listing Number: 84.126

**3. CONTRACT ENTITIES**

Department of Rehabilitation	City & County of San Francisco, Department of Public Health, Behavioral Health Services
455 Golden Gate Ave., Suite 7727 San Francisco, CA 94102	1380 Howard Street San Francisco, CA 94103

**4. DESCRIPTION OF SERVICES/DELIVERABLES**

See attached program description – EXHIBIT A.1

## EXHIBIT A.1

### Case Service Contract

### Behavioral/Mental Health Program

### City & County of San Francisco, Department of Public Health – Behavioral Health Services

#### SCOPE OF WORK

#### I. INTRODUCTION

This contract is between City & County of San Francisco, Department of Public Health – Behavioral Health Services (henceforth known as “BHS” or “Program”), and the California Department of Rehabilitation (DOR). This case service contract (CSC) cooperative agreement is designed to serve DOR applicants and/or recipients of DOR services (henceforth referred to as “participants”).

All participants referred will possess a diagnosis of primary mental illness as designated by the DSM 5, meet DOR and BHS criteria for services, and express motivation to seek employment. BHS is a division of the San Francisco Health Network and will provide outreach and accept referrals from the entire San Francisco Health Network programs.

The Program will employ a Vocational Services Program Manager to oversee the planning and coordination of services between DOR and BHS, as well as provide overall administrative support for the case service contract. The Vocational Services Program Manager will also conduct outreach to participants and Program staff to promote awareness of the cooperative program and its services.

The Program and DOR will work closely and collaboratively throughout the referral, eligibility, and follow-up process to ensure coordinated service provision that will lead to successful employment outcomes for participants. All services funded through this agreement will be provided only to those DOR participants for whom the services have been authorized. Services will also be made available to DOR Consumers of Blind Field Services (BFS) District as appropriate.

DOR authorizes the following services to be provided under this agreement:

#### Vocational Rehabilitation Employment Services

- Intermediary Support Services

#### **DOR Vocational Rehabilitation Employment Services Goals**

For fiscal year 2025-2026, a total of 100 unduplicated participants with disabilities will receive services through this contract.

For fiscal year 2026-2027, a total of 100 unduplicated participants with disabilities will receive services through this contract.

For fiscal year 2027-2028, a total of 100 unduplicated participants with disabilities will receive services through this contract.

## II. SERVICES TO BE PROVIDED

The following Vocational Rehabilitation services will be provided by the Program in accordance with this agreement and individualized to each participant's needs, preferences, and interests as well as their DOR Individualized Plan for Employment (IPE) goals and objectives.

### 1. Intermediary Support Services

#### a. Description

- Ongoing systematic collection of information about a DOR participant's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice aligning with the in-demand labor market to be direct contract services.
- May serve as intermediary between employment services staff and clinicians pertaining to participant's mental health needs related to employment and/or the workplace.
- May include coordinating peer mentors for additional participant support.
- Determine how participant will benefit from services and may participate in case conference team meetings to offer advice and suggestions.
- Provide behavioral observations / clinical assessments and guidance to further support participants' vocational success.
- May participate in the development of effective strategies and identification of ongoing supports needed to ensure success in rehabilitation services.
- May assist in identifying employment barriers and identify strategies to overcome these.
- Ensure participant is satisfied with services provided and intervene to ensure participant success.
- Collect, share, and analyze pertinent collateral information and reports.
- May act as intermediary employer of record for work experience, if applicable.

The Coop Client Coordinator will provide Intermediary Support Services.

Progress reports on Intermediary Support Services will be provided to the DOR Counselor, monthly.

#### b. Service Goals/Number Served

- For fiscal year 2025-2026, a total of 100 unduplicated participants of DOR services will receive this service.
- For fiscal year 2026-2027, a total of 100 unduplicated participants of DOR services will receive this service.
- For fiscal year 2027-2028, a total of 100 unduplicated participants of DOR services will receive this service.

III. DOR AND PROGRAM CONTACTS

Organization	Dept. of Rehabilitation	City & County of San Francisco, Department of Public Health, Behavioral Health Services
Contact Person	Liezel Taube	Juan G. Ibarra
Title	DOR Contract Administrator	Program Contract Administrator, Vocational Services Manager
Telephone	(415) 805-1285	(628) 271-6296
Email Address	Liezel.Taube@dor.ca.gov	Juan.Ibarra@sfdph.org
Mailing Address	455 Golden Gate Ave., Suite 7727 San Francisco, CA 94102	1380 Howard Street San Francisco, CA 94103

**EXHIBIT B**  
**(Standard Agreement - Subvention)**  
**Budget Detail and Payment Provisions**

**1. INVOICING AND PAYMENT**

**A. Service Budget Payment of Expenditure**

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

**B. Submission of Invoice(s)**

1. Monthly invoices must be completed using the DR 801B Service Invoice form (DR801B) and shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative and identify services provided to each DOR applicant and/or recipient of DOR services, as delineated in the DOR Contract Handbook. The DR801B shall include the Agreement Number and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).
2. An original DR801B must be submitted and signed by authorized personnel as listed on the Signature Authorization (DR 325) form.
3. Supporting documentation must be available upon request at any time by DOR staff, or other State and Federal representatives.
4. Federal and State funds are time limited, therefore, invoices must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than November 1<sup>st</sup>, to allow for payment and draw down prior to the close out of Federal/State funds.
5. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the California Department of General Services' Government Claims Program, where approval to pay is not guaranteed.
6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

### C. **Appropriate Expenditures**

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

### D. **Invoice Claim Adjustments**

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

### E. **Budget Contract Amendments**

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

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

### F. **Travel Reimbursements**

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

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

## 2. **BUDGET CONTINGENCY CLAUSE**

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

**3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS**

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

**4. PROMPT PAYMENT CLAUSE**

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

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

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

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

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



## **6. ACCOUNTING SYSTEM REQUIREMENTS**

- A. The Program must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Program's financial management system shall provide:
- Accurate, current, and complete disclosure of the financial results
  - Records that identify adequately the source and application of funds for federally sponsored activities.
  - Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
  - Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.
- B. The Program shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations.

Exhibit B.1

STATE OF CALIFORNIA								DEPARTMENT OF REHABILITATION		
SERVICE BUDGET										
<input checked="" type="checkbox"/> Original				<input type="checkbox"/> Amendment						
Contractor Name and Address		Contract Number			Federal ID Number			Page 1 of 1		
City & County of San Francisco,		32939			94-6000417					
Department of Public Health		Budget Period			Budget Period			Budget Period		
Behavioral Health Services 101 Grove Street, Rm 110		July 1, 2025, or Upon Approval Whichever is Later – June 30, 2026			July 1, 2026 – June 30, 2027			July 1, 2027 – June 30, 2028		
San Francisco, CA 94102		Effective Date (Amendments Only)			Effective Date (Amendments Only)			Effective Date (Amendments Only)		
Line No.	PERSONNEL – Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	Vocational Services Program Manager (1 FTE= 40 hours/week, 12 months/year)	\$207,401.00	0.59	\$122,366.59	\$207,401.00	0.59	\$122,366.59	\$207,401.00	0.59	\$122,366.59
2	Coop Client Coordinator (1 FTE = 40 hours/week, 12 months/year)	\$141,444.00	1.00	\$141,444.00	\$141,444.00	1.00	\$141,444.00	\$141,444.00	1.00	\$141,444.00
3										
4										
5	<b>Subtotal</b>			\$263,810.59			\$263,810.59			\$263,810.59
6	<b>OPERATING EXPENSES</b>									
7										
8										
9	Operating Subtotal									
10	Personnel and Operating Subtotal			\$263,810.59			\$263,810.59			\$263,810.59
11	Indirect Rate Percentage									
12	Indirect Cost									
13	<b>TOTAL (rounded to nearest dollar)</b>			\$263,811			\$263,811			\$263,811

**City & County of San Francisco, Department of Public Health  
Behavioral Health Services  
SERVICE BUDGET NARRATIVE**

**BENEFITS**

The percentage of benefits to salary is 42%. Retirement Plan for permanent employees, Deferred Compensation Program (19%), Social Security (7.85%), Health Insurance (12.35%), Dental Plans (0.44%), Unemployment Insurance (0.26%), Disability Insurance program, Tuition Reimbursement Program, Commuter Benefits, 12 paid legal holidays per year, 5 floating holidays, 13 sick days per year, and paid vacation that includes 1 to 5 years of service – 10 days per year; 6 to 15 years of service - 15 days per year; or after 15 years of service - 20 days per year.

This Service Budget Narrative is to describe how services expenditures for the City & County of San Francisco, Department of Public Health – Behavioral Health Services (hereinafter referred to as “BHS” or “Program”) will be allocated for the provision of services to DOR applicants and/or recipients DOR Services (hereinafter referred to as “participants”).

**PERSONNEL**

**VOCATIONAL SERVICES PROGRAM MANAGER**

CSC Cooperative Program Duties

Specific Allowable Activities Pursuant to this Agreement Include:

- Assist in planning, organizing, coordinating, developing, and evaluating the work for the DOR and BHS cooperative contract
- Act as Program Contract Administrator and provide administrative support and interagency linkage regarding the BHS cooperative contract
- Provide oversight of Program contract and monitor time frames regarding the renewal process and/or any amendments to ensure that the cooperative contract is signed as soon as possible by the necessary executive personnel
- Provide training and consultation regarding the Program to therapists and other personnel within the mental health system to ensure referral and service quality for this cooperative contract
- Facilitate staff meetings with DOR and contract partners and collaborate with DOR Senior Vocational Rehabilitation Counselors (SVRCs) and Program staff
- Develop and maintain a database to track Program referrals using Excel, and/or other computer related software that maintains statistics
- Report on Program trends and outcomes on a monthly basis, or more often, if necessary
- Oversee vocational outreach services for the Program
- Supervise Coop Client Coordinator

- Perform other administrative and operational activities directly related to the Program, as applicable.

## COOP CLIENT COORDINATOR

### CSC Cooperative Program Duties

Specific Allowable Activities Pursuant to this Agreement Include:

- Provide ongoing systematic collection of information about a participant's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice aligning with the in-demand labor market to be direct contract services
- Serve as intermediary between employment services staff and clinicians pertaining to participant's mental health needs related to employment and/or the workplace
- Coordinate peer mentors for additional participant support
- Determine how participants will benefit from services and may participate in case conference team meetings to offer advice and suggestions
- Provide behavioral observations / clinical assessments and guidance to further support participants' vocational success
- Assist in the development of effective strategies and identification of ongoing supports needed to ensure participant success in rehabilitation services
- May assist in identifying employment barriers and identify strategies to overcome these
- Ensure participant is satisfied with services provided and intervene, if necessary, to ensure participant success

Collect, share, and analyze pertinent collateral information and reports.

**EXHIBIT C**  
**(Standard Agreement - Subvention)**  
**General Terms and Conditions (GTC 4/2017)**

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 4/2017.

**EXHIBIT D**  
**(Standard Agreement - Subvention)**  
**Special Terms and Conditions**

**1. NOTIFICATION AND COMPLIANCE**

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

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

**2. DISPUTES**

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

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

**3. RIGHT TO TERMINATE**

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Program fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Program.

**4. CORRECTIVE ACTION**

If the Program is not able to meet the service goals outlined in the Scope of Work, DOR reserves the right to reduce the Service Budget in alignment with an amended Scope of Work to reflect

updated service goals that are achievable for the Program after review by the DOR Contract Administrator.

## **5. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES**

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

## **6. INSURANCE REQUIREMENTS**

### **General Provisions Applying to All Policies**

- A. Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State within ten (10) days of the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. Policy Cancellation or Termination & Notice of Non-Renewal** – The Program is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event the Program fails to keep in effect the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. Deductible** – The Program is responsible for any deductible or self-insured retention contained within their insurance program.
- D. Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Program is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- E. Inadequate Insurance** – Inadequate or lack of insurance does not negate the Program obligations under the contract.
- F. Satisfying a Self-Insured Retention (SIR)** – All insurance required by this contract must allow the State to pay and/or act as the Program's agent in satisfying any SIR. The choice to pay and/or act as the Program's agent in satisfying any SIR is at the State's discretion.
- G. Available Coverages/Limits** – All coverage and limits available to the Program shall also be available and applicable to the State.
- H. Subcontractors** – In the case of the Program's utilization of subcontractors to complete the contracted scope of work, the Program shall include all subcontractors as insured under the Program's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of the Program.
- I. Hazardous Activity**  
If applicable under this contract transportation is considered a hazardous activity. The Program agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the time of this contract, the Program agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract or for a period of not less than one year. New certificates of insurance are subject to the approval of DGS/ORIM, and the Program agrees that no work or services shall be performed prior to such approval.

The State may, in addition to any other remedies it may have, terminate this contract should Program fail to comply with these provisions.

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

**The following must be included as part of the policy and must be noted on the certificate of insurance:** *The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.*

**\*\*Endorsements must be provided to the DOR prior to release of the executed contract. The endorsement must be acceptable to the Department of Rehabilitation.\*\***

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

- For public schools and other State or local public agencies: Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity up to 7 people** (includes driver), the Program’s certificate of insurance shall State a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 8 to 15 people** (includes driver) the certificate of insurance shall State a limit of liability of not less than **\$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall State a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

**The following must be included as part of the policy and must be noted on the certificate of insurance:** *The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.*

**\*\*Endorsements must be provided to the DOR prior to the release of the executed contract. The endorsement must be acceptable to the Department of Rehabilitation.\*\***

- iii. Workers’ Compensation and Employers Liability – The Program shall maintain statutory workers’ compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required.

**The workers’ compensation policy shall contain a waiver of subrogation in favor of the State.**



**\*\*The waiver of subrogation endorsement must be provided to the DOR prior to release of the executed contract. The waiver of subrogation endorsement must be acceptable to the Department of Rehabilitation.\*\***

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

## **7. CONTRACTOR STAFFING REQUIREMENT**

The Program certifies that its employees meet the qualifications as outlined in the job posting for the position listed on the budget. The program further certifies that staff providing services under this agreement meet the specific requirements. The Program will provide a sample of key staff resumes or duty statements for the positions identified under this agreement at DOR's request at the time of program reviews as outlined in the DOR Contract Handbook.

## **8. CONFLICT OF INTEREST**

- A. The Program 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.
- B. The Program 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.

## **9. CONFIDENTIALITY**

- A. The Program agrees to comply with the provisions applicable to applicants and/or recipients of DOR services information as set forth in 34 Code of Federal Regulations section 361.38 and Title 9, California Code of Regulations, section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code section 1798 et seq.).
- B. The Program agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.
- C. The Program agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, the Program agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., applicants and/or recipients of DOR services information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at [iso@dor.ca.gov](mailto:iso@dor.ca.gov).

- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., applicants and/or recipients of DOR services information) obtained in the performance of this contract by the Program or the Program's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
  2. Unauthorized access to confidential, sensitive, or personal information (e.g., applicants and/or recipients of DOR services information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
  3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., applicants and/or recipients of DOR services information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. The Program agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., applicants and/or recipients of DOR services information) obtained in the performance of this contract.
- G. The Program agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the Program's information privacy and security policies.
- H. For Programs that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:  
<https://www.dor.ca.gov/Home/SecurityandPrivacy>.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

## **10. AUDIT AND REVIEW REQUIREMENTS**

### **A. General Audit and Review Requirements**

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Program to determine whether the services provided, and the expenditures invoiced by the Program were in compliance with this Agreement and other applicable federal or state statutes and regulations.
2. The Program agrees that DOR, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to,

accounting records, applicants and/or recipients of DOR services service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.

3. The Program shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable Federal Office of Management and Budget (OMB) cost principles and administrative requirements.
4. The Program agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. The Program agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the seven (7) year period, whichever is later.

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

1. In addition to the General Audit and Review Requirements above, the Program agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. These annual audit documents shall be maintained by the Program and provided to the auditing agency when requested. This audit shall be made in accordance with 2 CFR 200.

## **11. COMPETITIVE BIDDING AND PROCUREMENTS**

- A. The Program shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Program's agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of three competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR Contract Administrator or adequate justification provided for the absence of bidding.
- B. The Program must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Program at any time.
- C. The Program should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Program must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Program must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

## **12. USE OF SUBCONTRACTOR(S)**

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

- A. The Program shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Program and the subcontract must be in writing;

- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontract relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. The Program shall assure that all subcontract administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.
- F. Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

### **13. POTENTIAL SUBCONTRACTS**

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

### **14. CONTRACT AMENDMENTS**

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

### **15. SOFTWARE**

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

### **14. THEFT SENSITIVE ITEMS**

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

The following items, regardless of cost must be inventoried:

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

Upon termination of the agreement, DOR may request equipment be returned to DOR or authorize the continued use of equipment for work to be performed under a different agreement.

The DOR reserves title to equipment purchased under this agreement that are not fully consumed during the life of the agreement.

## **15. ATTRIBUTION**

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

## **16. UNRUH CIVIL RIGHTS ACT AND THE FAIR EMPLOYMENT & HOUSING ACT**

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

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

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

## **17. GENAI TECHNOLOGY USE AND REPORTING**

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

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

**1. FEDERAL REQUIREMENTS**

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

**2. FEDERAL FUNDING INTELLECTUAL PROPERTY**

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

**3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

**4. PROHIBITION ON TAX DELINQUENCY**

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

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

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

## **5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT**

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Chapter 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-1 Obligations of Contractors and Subcontractors, Subpart A. Preliminary Matters; Equal Opportunity Clause; Compliance Reports.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All contractors shall comply with the following statutes and regulations:
  - 1. Subject: Discrimination on the basis of race, color, or national origin.  
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).  
Regulation: 34 CFR part 100.
  - 2. Subject: Discrimination on the basis of sex  
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).  
Regulations: 34 CFR part 106.
  - 3. Subject: Discrimination on the basis of handicap.  
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).  
Regulation: 34 CFR part 104handicap.
  - 4. Subject: Discrimination on the basis of age.  
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).  
Regulation: 34 CFR part 110

## **6. RETURN OF INAPPROPRIATE USE OF FUNDS**

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

## **7. AMERICANS WITH DISABILITIES ACT (ADA)**

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



**EXHIBIT F**  
**(Standard Agreement -Subvention)**  
**Additional Provisions- Case Services**

**1. INDIRECT COSTS**

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget.

**2. DOR'S CONTRACT MONITORING**

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

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes, and manner specified in the Agreement, and that the Program prepares and submits adequate documentation by the Program to support the services provided, and expenditures reimbursements. Appropriate documentation may include, but is not limited to the Program's goal outcomes, applicants and/or recipients of DOR services progress reports, a monthly client list of applicants and/or recipients of DOR services s provided services, and a corresponding monthly Service Invoice(s) (DR801B).
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/applicants and/or recipients of DOR services s during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) are received no later than November 1<sup>st</sup>, to allow for payment prior to the close out of Federal/State funds.
- E. Verify that the Program has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.
- G. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- H. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Program is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principles.
- I. Verify that all Agreement staff are providing services in accordance with their duties specified in the Agreement, including ensuring that:

- Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
- Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
- Ensure that the Program has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/applicants and/or recipients of DOR services, including monthly (or otherwise specified) progress reports, applicants and/or recipients of DOR services listings, utilization/service reports, and/or other agreed-upon documentation.
- Verify that Contract staff provide services only to authorized DOR applicants and/or recipients of DOR services.

### **3. CONTRACT HANDBOOK**

The Program acknowledges and agrees with the policies requirements and conditions of the DOR Contract Handbook and its additional policy requirements and conditions for Case Services Contract Agreements as applicable for the Fiscal Year(s) covered under this Agreement.

**EXHIBIT G**  
**(Standard Agreement - Subvention)**  
**Additional Provisions**

**I. CONTRACT MONITORING AND REPORTING**

The Program Contract Administrator shall monitor the contract by:

- Submitting Service Invoices (801B) on a monthly basis, with a list of DOR applicants and/or recipients of DOR services (hereinafter referred to as “participants”) served that month.
- Ensuring Program Personnel Activity Reports or time reporting documents and a list of program participants served are prepared and maintained by the Program staff in accordance with 2 CFR 200 and reflect accurate reporting, on a monthly basis in accordance with invoicing requirements stipulated in Exhibit B. These documents can be reviewed and maintained electronically to allow for flexibility in either on-site or off-site monitoring, as needed.
- Submitting Program Personnel Activity Reports or time reporting documents, supporting documentation, and a list of program participants served as requested by the DOR Contract Administrator.
- Meeting with the DOR Contract Administrator and program staff to discuss contract progress at Quarterly Meetings.
- Reporting the current and cumulative achievement of contract service goals and outcomes as part of the Quarterly Meetings or more often as directed by the DOR Contract Administrator.
- Preparing and submitting to the assigned vocational rehabilitation counselor quarterly progress reports for program participants receiving DOR Student Services and monthly progress reports for participants in Work-based Learning Experiences and VR Employment Services. Individual Participant’s Progress Reports should include the participant’s name and other necessary or required information to document the services provided and individual participant’s progress in those services.

**II. TRANSPORTATION**

The Program will not provide transportation to program participants including the driver.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>32905</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
----------------------------------	---

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

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTOR NAME

City & County of San Francisco Department of Public Health- Behavioral Health Services

2. The term of this Agreement is:

START DATE

July 1, 2025

THROUGH END DATE

June 30, 2028

3. The maximum amount of this Agreement is:

\$0.00 Cash Match: \$2,456,625.00

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A.1	Contractor's Description of Services/Deliverables	4
Exhibit B	Budget Detail and Payment Provisions	3
+ - Exhibit C	General Terms and Conditions (GTC 4/2017)	1
+ - Exhibit D	Special Terms and Conditions	5
+ - Exhibit E	Additional Provisions	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

City & County of San Francisco Department of Public Health- Behavioral Health Services

CONTRACTOR BUSINESS ADDRESS

101 Grove Street Rm 110

CITY

San Francisco

STATE

CA

ZIP

94102

PRINTED NAME OF PERSON SIGNING

Hillary Kunins, MD, MPH

TITLE

Director of Behavioral Health Services and Mental Health SF

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:  
*Hillary Kunins*  
2DAAE14FF8AC4A7...

DATE SIGNED

12/03/2024 | 5:32 PM PST

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>32905</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
----------------------------------	---

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTING AGENCY ADDRESS

721 Capitol Mall, 6th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM vol. 1 4.04 A2

**EXHIBIT A  
(Standard Agreement – Subvention)  
Scope of Work**

**1. PURPOSE**

Interagency Cash Transfer Agreement

**2. AUTHORITY**

Law: 29 U.S.C. 721(a)(3); California Welfare and Institutions Code sections 19008 and 19013

Regulations: 34 C.F.R. 361.60(b)

Assistance Listing Number: 84.126

**3. CONTRACT REPRESENTATIVES**

Direct all inquiries during the term of this Agreement to the Contract Administrators listed herein:

**4.**

<b>Organization</b>	<b>Dept. of Rehabilitation</b>	<b>City &amp; County of San Francisco, Department of Public Health – Behavioral Health Services</b>
<b>Contact Person</b>	Liezel Taube	Juan G. Ibarra
<b>Title</b>	DOR Contract Administrator	Program Contract Administrator
<b>Telephone</b>	415-805-1285	415-255-3693
<b>Fax</b>	415-597-5810	415-252-3033
<b>Email Address</b>	Liezel.taube@dor.ca.gov	Juan.ibarra@sfdph.org
<b>Mailing Address</b>	455 Golden Gate Ave. San Francisco, CA, 94102	1380 Howard Street, Floor 2 San Francisco, CA, 94103

**DESCRIPTION OF SERVICES/DELIVERABLES**

**See attached program description - EXHIBIT A.1**

This Cash Transfer Agreement is created and agreed to by the Department of Rehabilitation (hereafter “DOR”) and City & County of San Francisco, Department of Public Health (hereafter “Public Agency”) to enhance and improve the provision of vocational rehabilitation (VR) services to individuals who are applicants of or have been determined to meet the following DOR eligibility criteria, as set forth in 34 C.F.R. 361.42(a)(1):

- (i) A determination by qualified personnel employed by DOR that the applicant has a physical or mental impairment.

- (ii) A determination by qualified personnel employed by DOR that the applicant's physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant.
- (iii) A determination by a qualified vocational rehabilitation counselor employed by DOR that the applicant requires vocational rehabilitation services to prepare for, secure, retain, advance in, or regain employment that is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice.
- (iv) A presumption, in accordance with paragraph (a)(2) of section 361.42, that the applicant can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

The provision of vocational rehabilitation services through this Agreement must be consistent with the DOR State Plan, including but not limited to implementation of an Order of Selection for Services (34 C.F.R. 361.36(d)(1)). The requirements specified in the DOR State Plan on file with the United States Department of Education, Rehabilitation Services Administration will apply to all funds associated with this Agreement.

**EXHIBIT A.1**  
**(Standard Agreement - Subvention)**  
**Contractor's Description of Services/Deliverables**

**Purpose of this Agreement**

The purpose of this Agreement is to set forth the terms and conditions under which the Public Agency will provide non-Federal share as an allowable source of match in accordance with 34 C.F.R. § 361.60(b) and consistent with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.306(b)

**I. DESCRIPTION OF THE PROGRAM**

**A. Purpose of the Program**

1. Purpose Statement

The Department of Rehabilitation (DOR) and Public Agency

City & County of San Francisco Department of Public Health – Behavioral Health Services will combine both staff and financial resources to provide an integrated program of vocational rehabilitation services for individuals with disabilities who are eligible to receive services from both DOR and Public Agency (hereinafter referred to as “mutual consumers” or “DOR consumers”). The services are designed to prepare for, secure, retain, advance in, or regain employment that is consistent with the individual’s unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice.

2. Target Population

The target population are individuals with disabilities who have been determined eligible to receive services from both DOR and Public Agency. Specifically, the individuals must be determined eligible for vocational rehabilitation services by DOR personnel consistent with 34 C.F.R. 361.42(a)(1).

3. Target Geographic Area

Mutual consumers residing in the following DOR districts:

San Francisco District

Blind Field Services

4. Outcome Goals

For fiscal year 2025-26, it is expected that a total of 717 unduplicated SDCBHS/DOR consumers will receive services through the cooperative contract.

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

- Open 309 new cases



- Develop 249 new Individual Plans for Employment (IPE)
- Close 182 cases successfully

For fiscal year 2026-27, it is expected that a total of 717 unduplicated SDCBHS/DOR consumers will receive services through the cooperative contract.

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

- Open 309 new cases
- Develop 249 new Individual Plans for Employment (IPE)
- Close 182 cases successfully

For fiscal year 2027-28, it is expected that a total of 717 unduplicated SDCBHS/DOR consumers will receive services through the cooperative contract.

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

- Open 309 new cases
- Develop 249 new Individual Plans for Employment (IPE)
- Close 182 cases successfully

## **B. Scope of Vocational Rehabilitation Services to be Provided Under the Program**

### **1. Description of Services**

The DOR may provide, arrange, or purchase vocational rehabilitation services necessary for determining eligibility, priority for service, and vocational rehabilitation needs.

The DOR may also provide, arrange, or purchase vocational rehabilitation services identified in a DOR consumer's Individualized Plan for Employment (IPE) that are necessary to assist the individual in preparing for, securing, retaining, advancing, or regaining an employment outcome in a competitive integrated employment setting. The vocational rehabilitation services will be provided consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

Additionally, DOR and the Public Agency have identified the following vocational rehabilitation service(s) as integral to achieving the Program outcome goals. Services may include, but are not limited to, the following:

#### **Intermediary Support Services**

- Vocational / Career Profile
- Vocational Assessments
- Employment Preparation
- Job Development, Placement and Retention

- Short-Term Supports

## **C. Role of Each Participating Agency in the Provision of Services**

### 1. Role of DOR

To achieve the outcome goals for this program:

- a. DOR staff will be responsible for the following:
  - a. Utilize non-Federal dollar cash match from Public Agency to leverage Federal dollars.
    - i. In collaboration with Public Agency, DOR will identify local partners to provide direct services to DOR consumers, utilizing the Federal dollars leveraged from this agreement.
    - b. The DOR Senior Vocational Rehabilitation Counselor, Qualified Rehabilitation Professional (SVRC-QRP) will perform the following duties:
      - i. Receive referrals from Public Agency.
      - ii. Complete intake and eligibility determination process for the individuals referred by Public Agency.
      - iii. Provide counseling and guidance and develop an IPE in collaboration with the DOR consumer consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
      - iv. Authorize services and refer the DOR consumer to a local partner to provide vocational rehabilitation services that are consistent with the DOR consumer's IPE and 34 C.F.R. 361.38.
  - c. Actively participate in Quality Assurance Activities listed below.

### 2. Role of Contracting Public Agency

To achieve the outcome goals for this program:

- a. Contracting public agency staff will be responsible for the following:
  - i. Provide the full non-Federal cash match amount identified below as per the timeline identified in Exhibit B.
  - ii. Identify individuals who would benefit from DOR vocational rehabilitation services and refer said individuals to DOR consistent with 34 C.F.R. 361.38.
  - iii. Actively participate in Quality Assurance Activities listed below.

## **D. Quality Assurance Activities**

### 1. Data Sharing and Reporting Plan

At a minimum, DOR agrees to provide the following data set(s) with Public Agency on a MONTHLY basis consistent with 34 C.F.R. 361.38:

- DOR Goals and Outcomes

### 2. Progress Monitoring

The Contract Administrators or their designees agree to meet QUARTERLY to review progress toward outcome goals, resolve issues, and ensure the continuity of all Agreement components.

Progress measures are identified in sections I(A)(4) and/or I(D)(1).

### 3. Program Evaluation

At a minimum, DOR and Public Agency agree to an annual review of the Program's overall impact and outcomes. This can be completed during one of the Progress Monitoring meetings held at least quarterly. The Contract Administrators will complete this activity.

## E. DOR and Program Contacts

<b>Organization</b>	<b>Dept. of Rehabilitation</b>	<b>City &amp; County of San Francisco, Department of Public Health – Behavioral Health Services</b>
<b>Contact Person</b>	Liezel Taube	Juan G. Ibarra
<b>Title</b>	DOR Contract Administrator	Program Contract Administrator
<b>Telephone</b>	415-805-1285	415-255-3693
<b>Fax</b>	415-597-5810	415-252-3033
<b>Email Address</b>	Liezel.taube@dor.ca.gov	Juan.ibarra@sfdph.org
<b>Mailing Address</b>	455 Golden Gate Ave. San Francisco, CA, 94102	1380 Howard Street, Floor 2 San Francisco, CA, 94103

**EXHIBIT B**  
**(Standard Agreement - Subvention)**  
**Budget Detail and Payment Provisions**

**I. FUNDING QUALIFICATIONS**

Non-Federal share provided under this Agreement will not originate from any other Federal grant or count towards satisfying a matching or cost sharing requirement of another Federal grant agreement, contract, or any other award of Federal funds.

Program expenditures under this Agreement will be under the control of DOR. All services provided under this Agreement are only available to DOR applicants and eligible individuals.

Any of the non-federal match funds or federal funds drawn down, identified below, remaining after the state fiscal year in which they were allocated may be redirected, as DOR determines appropriate and necessary, to provide services to additional DOR consumers beyond the scope of this contract.

**Date after which funds may be redirected: June 30, 2026; June 30, 2027; and June 30, 2028.**

In the event Federal share is unavailable or unsecured, this Agreement would be deemed null and void.

**II. INVOICING AND PAYMENT**

Each state fiscal year the Public Agency will pay to DOR, no less than quarterly and in advance, upon receipt of an invoice from DOR, all those cash matching funds which are identified within section C (Share of Cost to be Assumed by Each Agency) for that fiscal year.

**III. PAYMENT TERMS AND CONDITIONS**

A. Terms of Payment

The Public Agency agrees to make payment of the non-Federal share based on the schedule below.

The Federal dollars leveraged by the cash match provided in this agreement will be utilized by DOR to provide services to additional applicants and eligible individuals with disabilities and will assist in the development of new resources, as identified in Section 1 of this agreement.

B. Payment Schedule

The Public Agency may choose to provide the non-Federal share in full at the start of the state fiscal year or in portions on a quarterly basis. If paying quarterly, the payment must be received prior to the start of each quarter of each fiscal year. Invoices will be sent by DOR's Accounting Services for actual amounts.

**Payment Schedule**

Payment Schedule per Fiscal Year	Amount Due per Fiscal Year
Single Payment	\$818,875
Quarterly Payments	Quarter 1: \$204,718.75 Quarter 2: \$204,718.75 Quarter 3: \$204,718.75 Quarter 4: \$204,718.75

**C. Share of Cost to be Assumed by Each Agency**

AGENCY	Share Type	Share %	FY 1: July 1, 2025 – June 30, 2026	FY 2: July 1, 2026 – June 30, 2027	FY 3: July 1, 2027 – June 30, 2028
City and County of San Francisco, Department of Public Health - Behavioral Health Services	Non-Federal	21.3%	\$818,875	\$818,875	\$818,875
DOR	Federal	78.7%	\$3,025,609	\$3,025,609	\$3,025,609
Annual Agreement Grand Total	Combined	100%	\$3,844,484	\$3,844,484	\$3,844,484

**D. Cost Allocation**

The non-Federal share cash match, in combination with the Federal share generated from this Agreement, will be used to support staff and service costs necessary to assist DOR applicants and consumers in preparing for, securing, retaining, or regaining an employment outcome in a competitive integrated employment setting. It is anticipated that dollars will be utilized as follows; however, costs are subject to change at DOR’s discretion:

	Amount	
DOR Staff Costs	DOR FTE: 5.75 (@ \$110,377 per 1.0 FTE)	\$634,668
DOR Case Service Dollars	\$520,234	

	Amount
VR Service Provision Costs	\$2,689,582

**IV. BUDGET CONTINGENCY CLAUSE**

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

**V. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS**

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to DOR by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

**EXHIBIT C**  
**(Standard Agreement - Subvention)**  
**General Terms and Conditions (GTC 4/2017)**

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 4/2017

**EXHIBIT D**  
**(Standard Agreement - Subvention)**  
**Special Terms and Conditions**

**1. NOTIFICATION AND COMPLIANCE**

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

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

**2. DISPUTES**

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

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

**3. RIGHT TO TERMINATE**

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated by DOR for cause. The term "for cause" shall mean that the Public Agency fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the DOR's written notification to the Public Agency.

**4. CONFLICT OF INTEREST**

- A. The Public Agency certifies that it's employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises



any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

- B. The Public Agency 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.

## 5. CONFIDENTIALITY

- A. The Public Agency agrees to comply with the provisions applicable to confidential and personal information as set forth in 34 Code of Federal Regulations 361.38, the Information Practices Act of 1977 (California Civil Code, section 1798 et seq.), and California Code of Regulations, title 9, section 7140 et seq.
- B. The Public Agency agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR. (34 C.F.R. 361.39; Civ. Code, § 1798 et seq., and California Code of Regs., tit. 9, § 7140 et seq.)
- C. The Public Agency agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the laws and regulations cited above, Public Agency agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at [iso@dor.ca.gov](mailto:iso@dor.ca.gov).
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
  - 1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by the Public Agency or the Public Agency's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
  - 2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
  - 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals,

assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.

- F. The Public Agency agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.
- G. The Public Agency agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the Public Agency's information privacy and security policies.
- H. For Public Agencies that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:  
<https://www.dor.ca.gov/Home/SecurityandPrivacy>.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

## **6. AUDIT AND REVIEW REQUIREMENTS**

### **A. General Audit and Review Requirements**

- 1. The DOR shall have the right to conduct inspections, reviews, and/or audits of the Public Agency to determine whether the services provided, and the expenditures invoiced by the Public Agency were in compliance with this Agreement and other applicable Federal or state statutes and regulations.
- 2. The Public Agency agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
- 3. The Public Agency shall submit to the DOR such reports, accounts, and records deemed necessary by the DOR to discharge its obligation under DOR and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
- 4. The Public Agency agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
- 5. The Public Agency agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the seven (7) year period, whichever is later.

## **7. CONTRACT AMENDMENTS**

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to

the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

## **8. ATTRIBUTION**

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

## **9. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT**

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Chapter 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-1 Obligations of Contractors and Subcontractors, Subpart A. Preliminary Matters; Equal Opportunity Clause; Compliance Reports.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Public Agency to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Public Agency who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Public Agency shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All Public Agencies shall comply with the following statutes and regulations:
  - 1. Subject: Discrimination on the basis of race, color, or national origin.  
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).  
Regulation: 34 CFR part 100.
  - 2. Subject: Discrimination on the basis of sex  
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).  
Regulations: 34 CFR part 106.
  - 3. Subject: Discrimination on the basis of handicap.  
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).  
Regulation: 34 CFR part 104handicap.
  - 4. Subject: Discrimination on the basis of age.  
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).  
Regulation: 34 CFR part 110

## **10 . AMERICANS WITH DISABILITIES ACT (ADA)**

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

## **11. GENAI TECHNOLOGY USE AND REPORTING**

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

**The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.**

**EXHIBIT E**  
**(Standard Agreement - Subvention)**  
**Additional Provisions**

**1. MATCH REQUIREMENTS**

To ensure sufficient match is available to leverage Federal funding, the Public Agency is required to submit 100 percent of their obligated cash match to meet their full budgeted amount by the end of each fiscal year.

Refer to the Contract Handbook for Case Services and Cooperative Program Agreements for more information regarding cash match requirements.

**CASH MATCH:**

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

**2. CONTRACT HANDBOOK**

Public Agency acknowledges and agrees with the policies requirements and conditions of DOR's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement.

**City and County of San Francisco**

**Department of Public Health**



**London N. Breed**  
**Mayor**

**TO: Angela Calvillo, Clerk of the Board of Supervisors**

**FROM: Dr. Grant Colfax**  
**Director of Health**

**DATE: 1/6/2025**

**SUBJECT: Grant Accept and Expend**

**GRANT TITLE: State Vocational Rehabilitation Services Program - \$791,433**

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Attached please find the original and 1 copy of each of the following:

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist
- Budget and Budget Justification
- Grant application: Not Applicable. No application submitted.
- Agreement / Award Letter
- Other (Explain):

**Special Timeline Requirements:**

**Departmental representative to receive a copy of the adopted resolution:**

Name: Gregory Wong (greg.wong@sfdph.org) Phone: 554-2521

Interoffice Mail Address: Dept. of Public Health, 101 Grove St # 108

Certified copy required Yes

No

# GRANT RESOLUTION

Apply for, Accept and Expend Requirements

Grant Program: **State Vocational Rehabilitation Services Program**

- Check "Yes" if the requirement is satisfied and part of the introduction package.
- Check "No" if the requirement will be satisfied at a later date, prior to the funds being released.
- Check "N/A" if the requirement is not applicable to this introduction.

## Requirements to "apply for" a grant:

Yes	No	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department Head signature on legislation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Grant Application
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Funding source's grant criteria
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Anticipated funding categories established in the Request for Proposals
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Comments from relevant citizen advisory bodies

## Requirements to "accept and expend" grant funds:

Yes	No	N/A	
			Signatures:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Department Head
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mayor
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Controller
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provisions for the reimbursement of indirect costs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Indirect cost rate
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Grant Application
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contract(s) or Agreement(s)

## Questions:

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does this Grant fund any City employee, contract, or off-budget positions?

Which positions are funded by this Grant?

**Please find below on the next page.**

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How will these positions be funded after these Grant funds are expended?

**This grant is a three-year recurring grant for the past 30 years and we anticipate funding the position with future grant funds.**

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No.	Class	Job Title	FTE	Start Date	End Date
1	2593	Health Program Coordinator III	0.59	07/01/2025	06/30/2028
2	2587	Health Worker III	1.00	07/01/2025	06/30/2028





TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Adam Thongsavat, Liaison to the Board of Supervisors  
RE: Urgent Accept and Expend Resolutions  
DATE: January 8, 2025

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Attached for introduction are nine urgent accept and expend resolutions.

1. Accept and Expend Grant - United States Department of Transportation - \$20,000,000
2. Accept and Expend Grant – United States Department of Education - California Department of Rehabilitation - State Vocational Rehabilitation Services Program – \$791,433
3. Accept and Expend Grant - Retroactive - United States Department of Energy - Building Performance Standard (BPS): Adoption, Enforcement and Equitable Support, and Preparation for Regional Adoption - \$19,994,217
4. Accept and Expend Grant – Retroactive – The California Department of Health Care Services (DHCS) – CalAIM JI PATH Round 2 Funding – San Francisco – \$56,131
5. Accept and Expend Grant – Metropolitan Transportation Commission – Visitacion Avenue Pedestrian and Bicycle Safety Improvement Project – \$750,000
6. Accept and Expend Grant –Federal Emergency Management Agency – California Office of Emergency Services- Engineering with Nature Working Group - \$159,900
7. Accept and Expend Grant –Federal Emergency Management Agency – California Office of Emergency Services – Hazard Mitigation Grant Program – Pier 94/96 Seismic Improvements Project - \$2,700,000
8. Accept and Expend Grant - United States Department of Energy - Clean Cities and Communities Energy and Environmental Justice Initiative – Community Engagement Liaison Cohort 2 - \$284,800
9. Accept and Expend Grant – United States Department of Transportation – Boosting Charging by 30% for San Francisco Residents – \$14,996,876

Mayor Lurie respectfully requests that the nine resolutions be heard at a Committee of the Whole on January 14, 2025, and that the Board of Supervisors call Board File Nos. 241131, 241174, 241217, 241216, 241176, and 241199 from the Budget and Finance Committee to the Committee of the Whole for consideration on that same date. This will allow for the expeditious approval of these resolutions, ensuring the City can secure this grant funding as quickly as possible, given the urgent nature of the accept and expend resolutions.

Should you have any questions, please contact Adam Thongsavat at [adam.thongsavat@sfgov.org](mailto:adam.thongsavat@sfgov.org)