

File No. 101199

Committee Item No. 6

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: October 20, 2010

Board of Supervisors Meeting

Date _____

Cmte Board

- | | | |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Ethics Form 126 |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

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Completed by: Victor Young

Date: October 15, 2010

Completed by: Victor Young

Date: _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Accept and Expend Grant - Department of Public Health - State Vocational Rehabilitation
2 Services Program - \$7,685,055]

3 **Resolution authorizing the San Francisco Department of Public Health to accept and**
4 **expend retroactively a grant from the California Department of Rehabilitation in the**
5 **total amount of \$7,685,055 to provide vocational rehabilitation services to clients for**
6 **the period July 1, 2010, through June 30, 2013, waiving indirect costs.**

7
8 WHEREAS, DPH was awarded a grant from DOR in the amount of \$7,685,055, with a
9 required match provided in the amount of \$2,079,945, for a budget total of \$9,765,000, for the
10 period of July 1, 2010 through June 30, 2013; and,

11 WHEREAS, The DOR is establishing cooperative contract agreements with three DPH
12 providers, including Community Vocational Enterprises (CVE), Richmond Area Multi-Services
13 (RAMS), and Citywide Case Management Forensics (CITYWIDE) in the total amount of
14 \$6,287,535 for the period of July 1, 2010 through June 30, 2013; and,

15 WHEREAS, The funder requires \$2,079,945 in matching funds from DPH, which is
16 equal to 21.30 percent of the full grant budget total, or \$693,315 annually; and,

17 WHEREAS, The sources of the matching funds include the San Francisco Department
18 of Public Health General Fund and Proposition 63: Mental Health Services Act (MHSA); and,

19 WHEREAS, An ASO amendment is not required as the agreement funds no positions
20 through DPH, with positions only through sub-contractors CVE, RAMS, and CITYWIDE; and,

21 WHEREAS, As a condition of receiving the grant funds, the DOR requires the City to
22 enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the
23 Board of Supervisors in File No. 101199; which is hereby declared to be a part of
24 this resolution as if set forth fully herein; and,

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WHEREAS, DPH is seeking retroactive approval to the start of the date on the agreement, July 1, 2010, to meet the funders' requirements and avoid delays in the project; and,

WHEREAS, The DOR does not allow for indirect costs in order to maximize the use of grant funds on direct services; now, therefore, be it

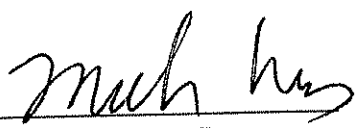
RESOLVED, That DPH is hereby authorized to retroactively accept and expend a grant in the amount of \$7,685,055 from the California Department of Rehabilitation; and, be it

FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and expend the grant funds pursuant to San Francisco Administrative Code section 10.170-1; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of indirect costs; and, be it

FURTHER RESOLVED, That the Director of Health is authorized to enter into the agreement on behalf of the City.

RECOMMENDED:



Mitchell Katz, M.D.
Director of Health

APPROVED:



for Office of the Mayor



Office of the Controller

Item 6
File 10-1199

Department(s):
Department of Public Health (DPH)

EXECUTIVE SUMMARY

Legislative Objective

- Resolution authorizing the Department of Public Health to retroactively accept and expend \$7,685,055 in grant funds from the California Department of Rehabilitation to provide vocational rehabilitation services to persons with mental illness for the three-year period retroactive to July 1, 2010 through June 30, 2013.

Key Points

- The Department of Public Health provides vocational rehabilitation services to persons with mental illness directly through DPH programs as well as through existing agreements with non-profit organizations. DPH has previously funded such services through a combination of (a) General Fund monies and (b) grant funds from the California Department of Rehabilitation.
- The proposed resolution would authorize the acceptance and expenditure of State grant funds totaling \$7,685,055 to continue such vocational rehabilitation services for the three year period retroactive to July 1, 2010 through June 30, 2013. The subject grant also requires a General Fund contribution of \$1,479,945, and additional State Mental Health Services Act (MHSA or Proposition 63) funds of \$600,000.

Fiscal Impacts

- The proposed California Department of Rehabilitation grant requires a contribution of \$1,479,945 in General Fund monies, or \$493,315 per year for the three year period. \$493,315 for FY 2010-2011 was previously appropriated by the Board of Supervisors in DPH's FY 2010-2011 budget. The remaining appropriations of \$493,315 for each of the next two fiscal years would be subject to future Board of Supervisors approval. In addition, the required State MHSA funds of \$600,000 have been previously approved by the Board of Supervisors.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT AND BACKGROUND

Mandate Statement

According to Section 1.170-1 of the City's Administrative Code, the acceptance and expenditure of Federal, State, or other grant funds is subject to approval by resolution of the Board of Supervisors.

Background

The Department of Public Health provides vocational rehabilitation services to persons with psychiatric or physical impairments directly through DPH programs as well as through existing agreements between the DPH and three non-profits including (a) Community Vocational Enterprises, (b) Richmond Area Multi-Services, and (c) UCSF Department of Psychiatry (Citywide Case Management Forensics).

DPH has previously funded such services through a combination of (a) General Fund monies and (b) grant funds from the California Department of Rehabilitation.

According to Mr. Rudy Aguilar, Contract Manager at DPH, the California Department of Rehabilitation has provided DPH with grant funds to provide such vocational rehabilitation services since 1992.

Competitive Process

On July 31, 2009, DPH issued a Request for Proposal (RFP) for mental health vocational rehabilitation services to persons with psychiatric or physical impairments. A total of seven proposals were received from six organizations. As shown in Table 1 below, three organizations among the top four highest scores, (1) Richmond Area Multi-Services, (2) UCSF Department of Psychiatry (Citywide Case Management Forensics), and (3) Community Vocational Enterprises, were selected to provide mental health vocational rehabilitation services from July 1, 2010 through June 30, 2013.

Table 1: Summary of Request for Proposal Scores

Organization	Score
Richmond Area Multi-Services	87.00
UCSF Department of Psychiatry (Citywide Case Management Forensics)	87.00
UCSF Center on Deafness ¹	85.00
Community Vocational Enterprises	81.20
The Volunteer Center	68.80
Baker Places Inc.	54/00
Dreamcatchers Empowerment Network	43.60

Source: DPH

¹ According to Mr. Aguilar, although the University of California, San Francisco (UCSF) submitted two proposals, both with higher scores than Community Vocational Enterprises, DPH decided to award only one contract to UCSF.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the acceptance and expenditures of \$7,685,055 in State grant funds from the California Department of Rehabilitation to continue DPH's mental health vocational rehabilitation services for a three year period retroactive from July 1, 2010 through June 30, 2013. Mr. Aguilar advises that the three nonprofits (see Table 1 above), (1) Richmond Area Multi-Services, (2) UCSF Department of Psychiatry (Citywide Case Management Forensics), and (3) Community Vocational Enterprises were selected through a competitive selection process and have been providing such mental health vocational rehabilitation services from July 1, 2010 to the present, without receiving any funding.

As shown in Table 2 below, over three fiscal years, FY 2010-11 retroactive to July 1, 2010, FY 2011-12 and FY 2012-13, DPH anticipates expending \$9,765,000 on vocational rehabilitation services including (a) \$7,685,055 from the requested subject grant funds (b) \$1,479,945 in General Fund contributions which are required under the subject grant terms, and (c) \$600,000 of State Mental Health Services Act (MHSA or Proposition 63) funds².

Table 2: Three Year Budget for Vocational Rehabilitation Services

Sources of Funds	
California Department of Rehabilitation grant funds (subject of this request)	\$7,685,055
Matching Requirement	
General Fund Monies at \$493,315 per year for three years	\$1,479,945
MHSA State Grants	600,000
Subtotal Matching Requirement	<u>2,079,945</u>
Total Sources	\$9,765,000
Uses of Funds	
DPH Costs	
DPH Rehabilitation Counselor ³	1,241,742
DPH Case Expenditures ⁴	2,235,723
DPH Subtotal	<u>\$3,477,465</u>
Non-Profit Costs	
Community Vocational Enterprises	2,583,513
Richmond Area Multi-Services	3,063,354
UCSF Department of Psychiatry (Citywide Case Management Forensics)	640,668
Non Profit Subtotal	<u>\$6,287,535</u>
Total Uses	\$9,765,000

² In November 2004, California voters approved Proposition 63, the Mental Health Services Act, to provide increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children, youth, adults, older adults and families.

³ According to Mr. Aguilar, \$1,241,742 includes \$413,914 for the annual salary of 3.75 FTEs (\$110,377 for 1.0 FTE) Rehabilitation Counselors. Mr. Aguilar advises that these Rehabilitation Counselors are State Department of Rehabilitation employees assigned to the contract.

⁴ DPH case expenditures include tools, clothing, and other work materials which may be necessary to assist in job placement.

DETAILS OF PROPOSED LEGISLATION

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Uses of Funds		
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³ According to Mr. Aguilar, \$1,241,742 includes \$413,914 for the annual salary of 3.75 FTEs (\$110,377 for 1.0 FTE) Rehabilitation Counselors. Mr. Aguilar advises that these Rehabilitation Counselors are State Department of Rehabilitation employees assigned to the contract.

⁴ DPH case expenditures include tools, clothing, and other work materials which may be necessary to assist in job placement.

According to Mr. Aguilar, the services provided by the three non-profit organizations, (1) Community Vocational Enterprises, (2) Richmond Area Multi-Services, and (3) UCSF Department of Psychiatry (Citywide Case Management Forensics), shown in Table 2 above include (a) situational assessment services that allow clients to visit workplaces and perform limited work on a trial basis, (b) vocational assessments using interviews and questionnaires to assess employment opportunities which best fit the clients skills and capabilities, (c) employment placement services, and (d) occupational training such as typing.

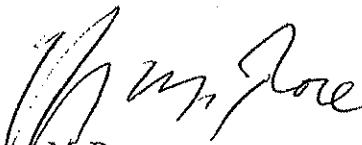
FISCAL IMPACTS

The subject requested \$7,685,055 in California Department of Rehabilitation grant funds to continue DPH's mental health vocational rehabilitation services over three years, retroactive to July 1, 2010 through June 30, 2013, does not include a \$2,079,945 total matching requirement. As shown in Table 2 above, this matching requirement would be funded with \$1,479,945 in City General Fund monies and \$600,000 in State Mental Health Services Act (MHSA) Grant funds. As shown in Table 2 above, the requested California Department of Rehabilitation grant requires a total contribution of \$493,315 in General Fund monies for each year, or a total of \$1,479,945 over a three year period (retroactive to July 1, 2010) from FY 2010-2011 through FY 2012-2013. The State is providing \$600,000 in MHSA grant funds, which have been previously approved by the Board of Supervisors.

According to Mr. Aguilar, \$493,315 in General Fund monies for FY 2010-2011 was previously appropriated by the Board of Supervisors in DPH's FY 2010-2011 budget. The subsequent two fiscal year appropriations of \$493,315 each year, for a total General Fund match of \$1,479,945, would be subject to future Board of Supervisors approval.

RECOMMENDATION

Approve the proposed resolution.



Harvey M. Rose

cc: Supervisor Avalos
Supervisor Mirkarimi
Supervisor Elsbernd
President Chiu
Supervisor Alioto-Pier
Supervisor Campos
Supervisor Chu
Supervisor Daly
Supervisor Dufty
Supervisor Mar
Supervisor Maxwell
Clerk of the Board
Cheryl Adams
Controller
Greg Wagner

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)**

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Regents of the University of California/ CITYWIDE: program of SFGH/ Department of Psychology	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1) Board: Regents of the University of California	
2) Chief Executive Officer: Jim Dilley, MD; Chief Financial Officer & Chief Operating Officer: Margaret Paternek	
3) N/A	
4) N/A	
5) N/A	
Contractor address: 982 Mission Street, San Francisco, CA 94103	
Date that contract was approved: 5/21/10	Amount of contract: \$213,556
Describe the nature of the contract that was approved: Collaborative agreement with the Department of Rehabilitation, Vocational Services to Consumers in Community Behavioral Health Services (CBHS) Mental Health Programs	
Comments:	

This contract was approved by (check applicable):

- the City elective officer(s) identified on this form ()
- a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board
- the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits
Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer) _____
Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk) _____
Date Signed

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s):	City elective office(s) held:
Members, San Francisco Board of Supervisors	Members, San Francisco Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Community Vocational Enterprises (CVE)	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1) Board: Robert Weinberg – Chair, Dena Guaff, John Brauer, Keith Kennard, Michele Tatos, Michelle Cole, Denise Yamamoto	
2) Chief Executive Officer: Lorna Jones; Chief Financial Officer – Jenna Jacques; Chief Operations Officer: Antonio Aquelena	
3) N/A	
4) N/A	
5) N/A	
Contractor address: 1425 Folsom Street	
Date that contract was approved:	Amount of contract: \$861,171
Describe the nature of the contract that was approved: Collaborative agreement with the Department of Rehabilitation, Vocational Services to Consumers in Community Behavioral Health Services (CBHS) Mental Health Programs	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form ()

a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)**

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Richmond Area Multi-Services (RAMS)	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1) Board – Sera Alexander – Chair; William Wong – Vice Chair; Agnes Poon – Treasurer; Pueng Vborgs – Secretary	
2) President & CEO: Kavoos Ghane Bassiri; Chief Financial Officer – Ken Choi; Director Clinical Services: Christina Shea	
3) N/A	
4) N/A	
5) N/A	
Contractor address: 3626 Balboa Street, San Francisco, CA 94121	
Date that contract was approved:	Amount of contract: \$1,021,118
Describe the nature of the contract that was approved: Collaborative agreement with the Department of Rehabilitation, Vocational Services to Consumers in Community Behavioral Health Services (CBHS) Mental Health Programs	
Comments:	

This contract was approved by (check applicable):

- the City elective officer(s) identified on this form ()
- a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board
- the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits
- _____
Print Name of Board

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_____ Signature of City Elective Officer (if submitted by City elective officer)	_____ Date Signed
_____ Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)	_____ Date Signed



Gavin Newsom
Mayor

Mitchell H. Katz, MD
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Mitchell H. Katz, M.D. *MK*
Director of Health

DATE: September 9, 2010

SUBJECT: Grant Accept and Expend

GRANT TITLE: State Vocational Rehabilitation Services Program -
\$7,685,055

Attached please find the original and 4 copies 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, DPH did not apply for this grant, this is a recurring agreement
- Award Letter - Not applicable , no application was submitted
- Agreement
- Other (Explain): Contract

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Ann Santos

Phone: 255-3546

Interoffice Mail Address: Dept. of Public Health, Community Behavioral Health,
1380 Howard St.

Certified copy required Yes

No

File Number: 101199
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective January 2000)

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 Health Programs
Community Behavioral Health Services Vocational Programs
3. Contact Person: Rudy Aguilar Telephone: 415-255-3514
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$2,561,685 per year, total: \$7,685,055. Total with match: \$3,255,000 per year, total: \$9,765,000.
- 6a. Matching Funds Required: \$693,315 per year, Total: \$2,079,945
b. Source(s) of matching funds (if applicable): City and County of San Francisco General Fund from the Department of Public Health (SFDPH General Fund) and Proposition 63: Mental Health Services Act (MHSA)
- 7a. Grant Source Agency: Department of Rehabilitation, San Francisco District
b. Grant Pass-Through Agency (if applicable):
8. Proposed Grant Project Summary:
Authorizes DPH to enter into a Cooperative Program with the State Department of Rehabilitation, which provides awards of Case Service Contracts to two non-profit organizations: Community Vocational Enterprises (CVE), Richmond Area Multi-Services (RAMS), and Citywide Case Management Forensics (CITYWIDE). The Case Service Contracts allow CVE, RAMS, and CITYWIDE to provide mentally disabled clients a combination of vocational assessments, work experience, benefits counseling and employment services. This is the 13th year that the City has received grant funds from the State Department of Rehabilitation for the provision of these services. The funded vocational services at RAMS include specialized culturally competent services for mentally disabled Chinese, Vietnamese, Filipino, and Russian clients.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: July 1, 2010 End-Date: June 30, 2013
10. Number of new positions created and funded: An ASO amendment is not required. The positions funded through these funds are through the contractors: CVE, RAMS, CITYWIDE
11. If new positions are created, explain the disposition of employees once the grant ends? N/A
- 12a. Amount budgeted for contractual services: CVE: \$861,171, RAMS: \$1,021,118, CITYWIDE: \$213,556

- b. Will contractual services be put out to bid? No. This is for the continuation of an existing grant.
- c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A
- d. Is this likely to be a one-time or ongoing request for contracting out? An ongoing request.

- 13a. Does the budget include indirect costs? Yes No
- b1. If yes, how much? b2. How was the amount calculated?
- c. 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):

14. Any other significant grant requirements or comments:
 Electronic contractual documents for 2010-2013 were received from the State on May 2010.

DPH respectfully requests for approval to accept and expend these funds retroactive to July 1, 2010 because the Community Behavioral Health Services accounting division cannot pay the County match without a current resolution. The previous resolution expired in June, 2010.

****Disability Access Checklist*****

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

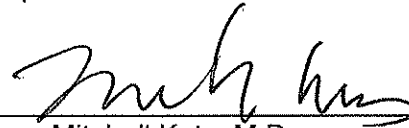
- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input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

16. The Departmental ADA Coordinator and/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 access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: 
 Jason Hashimoto

Date Reviewed: 9/11/10

Department Approval: 
 Mitchell Katz, M.D. Director of Public Health

San Francisco County Behavioral Health Services

Attachment 1

Program Budget Summary

Fiscal Year 2010/11

July 1, 2010 - June 30, 2011

		<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)		\$3,255,000
<hr/>		
TOTAL PROGRAM COST		\$3,255,000
COOPERATIVE AGENCY SHARE	21.30%	\$693,315
TOTAL DOR SHARE	78.70%	\$2,561,685
<hr/>		
TOTAL BUDGET		\$3,255,000

Cooperative Agency cash contribution MUST be from NON-FEDERAL funds. Cash match MUST equal at least 21.3% of total program budget.

San Francisco County Behavioral Health Services

Attachment 1

Program Budget Summary

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

		<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)		\$3,255,000
<hr/>		
TOTAL PROGRAM COST		\$3,255,000
COOPERATIVE AGENCY SHARE	21.30%	\$693,315
TOTAL DOR SHARE	78.70%	\$2,561,685
<hr/>		
TOTAL BUDGET		\$3,255,000

Cooperative Agency cash contribution MUST be from NON-FEDERAL funds. Cash match MUST equal at least 21.3% of total program budget.

San Francisco County Behavioral Health Services

Attachment 1

Program Budget Summary

Fiscal Year 2012/13

July 1, 2012 - June 30, 2013

TOTALS

DOR PROGRAM COSTS
(From DOR Program Budget)

\$3,255,000

TOTAL PROGRAM COST

\$3,255,000

COOPERATIVE AGENCY SHARE

21.30%

\$693,315

TOTAL DOR SHARE

78.70%

\$2,561,685

TOTAL BUDGET

\$3,255,000

Cooperative Agency cash contribution MUST be from NON-FEDERAL funds. Cash match. MUST equal at least 21.3% of total program budget.

San Francisco County Behavioral Health Services

DOR Program Budget

Fiscal Year 2010/11

July 1, 2010 - June 30, 2011

3.75

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	3.75	\$413,914
Case Services (Individual Client Expenses)			\$745,241
SUBTOTAL			\$1,159,155
Case Service Contract/s to:			
CVE			\$861,171
RAMS, Inc			\$1,021,118
Citywide Case Management Forensics			\$213,556
			\$0
			\$0
TOTAL DOR PROGRAM COST			\$3,255,000

San Francisco County Behavioral Health Services

DOR Program Budget

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

3.75

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	3.75	\$413,914
Case Services (Individual Client Expenses)			\$745,241
SUBTOTAL			\$1,159,155
Case Service Contract/s to:			
CVE			\$861,171
RAMS, Inc.			\$1,021,118
Citywide Case Management Forensics			\$213,556
			\$0
			\$0
TOTAL DOR PROGRAM COST			\$3,255,000

San Francisco County Behavioral Health Services

DOR Program Budget

Fiscal Year 2012/13

July 1, 2012 - June 30, 2013

3.75

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	3.75	\$413,914
Case Services (Individual Client Expenses)			\$745,241
SUBTOTAL			\$1,159,155
Case Service Contract/s to:			
CVE			\$861,171
RAMS, Inc			\$1,021,118
Citywide Case Management, Forensics			\$213,556
			\$0
			\$0
TOTAL DOR PROGRAM COST			\$3,255,000

Cooperative Program Agreement with the Department of Rehabilitation,
Budget Justification

The San Francisco DOR and CBHS are combining resources to provide vocational rehabilitation services to mutual clients. All DOR clients referred for this program will possess a diagnosis of mental illness as designated by the DSM-IV, meet DOR and CBHS criteria for services and express motivation to seek employment.

Annual Budget (Fiscal Years 2010-11, 20011-12, 2012-13):

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	3.75	\$413,914
Case Services			
(Individual Client Expenses)			\$745,241
Subtotal			\$1,159,155
Case Services Contract to:			
CVE			\$861,171
RAMS Inc.			\$1,021,118
Citywide Case Management Forensics			\$213,556
TOTAL			\$3,255,000
Funding Summary			
Grant funds			\$2,561,685
DPH Match			\$693,315
Total Cost			\$3,255,000

Cooperative Program Agreement with the Department of Rehabilitation,
 Budget Justification

Annual Budget for (Fiscal Years, 2010-11, 2011/12, 2012/13)
 (Less the match)

	Department of Rehabilitation Services		
Direct Cost/Services	FTE Expenditure	FTE	Total Direct Cost/Services
Rehabilitation Counselor	1 FTE = \$110,377	3.75	\$325,750
Will determine eligibility and functional capacities, assist in development of Individualized Plan for Employment, provide vocational counseling and provide services and service coordination that will lead to a successful employment outcome			Will determine eligibility and functional capacities, assist in development of Individualized Plan for Employment, provide vocational counseling and provide services and service coordination that will lead to a successful employment outcome
Case Services, Individual Client Expenses			\$586,504
Provide eligible clients tools, clothing, any needed work materials while in training.			Provide eligible clients tools, clothing, any needed work materials while in training.
Case Services Contract CVE			\$677,742
Situational Assessment, Vocational Assessment, Work Adjustment, Employment Services, Personal-Vocational-Social Adjustment, Occupational Skills Training (Clerical)			Situational Assessment, Vocational Assessment, Work Adjustment, Employment Services, Personal-Vocational-Social Adjustment, Occupational Skills Training (Clerical)

AGREEMENT NUMBER 27768
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
Department of Rehabilitation
 CONTRACTOR'S NAME
San Francisco County Community Behavioral Health Services

2. The term of this Agreement is: **July 1, 2010 -Through- June 30, 2013**

3. The maximum amount of this Agreement is: **\$ 0.00** **CFDA 84.126A - State Vocational Rehabilitation Services Program**

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:

- Exhibit A - Scope of Work 9 Page(s)
- Exhibit B - Budget Detail and Payment Provisions 4 Page(s)
- Attachment I - Program Budgets 6 Page(s)
- *Exhibit C - General Terms and Conditions GTC - 307
- Exhibit D - Special Terms and Conditions 6 Page(s)
- Exhibit E - Additional Provisions 2 Page(s)
- Exhibit F - Cooperative/Case Service Agreement Provisions 3 Page(s)

*** 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 www.ols.dgs.ca.gov/Standard+Language**

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> San Francisco County Community Behavioral Health Services	
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS 1380 Howard Street, Room 500, San Francisco, CA 94103	
STATE OF CALIFORNIA	
AGENCY NAME Department of Rehabilitation	
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Thomas J. Dempsey, Chief, Contracts & Procurement Section	
ADDRESS 721 Capitol Mall, Sacramento, CA 95814	
<input type="checkbox"/> Exempt Per _____	

EXHIBIT A

COOPERATIVE CONTRACT SAN FRANCISCO COUNTY COMMUNITY BEHAVIORAL HEALTH SERVICES (SFCCBHS) & DEPARTMENT OF REHABILITATION (DOR) SAN FRANCISCO DISTRICT

SCOPE OF WORK

I. INTRODUCTION

The San Francisco District of the Department of Rehabilitation (DOR) and San Francisco County Community Behavioral Health Services (SFCCBHS) are combining staff and resources to provide vocational rehabilitation services to mutual consumers. All DOR consumers referred will possess a diagnosis of mental illness as designated by the DSM-IV, meet DOR and SFCCBHS criteria for services and express motivation to seek employment.

DOR will determine eligibility and functional capacities, assist a consumer to develop an Individualized Plan for Employment (IPE), provide vocational counseling, as well as provide services and service coordination that will lead to a successful employment outcome.

SFCCBHS will supplement the above services by providing the following services: Situational Assessment Services; Vocational Assessment Services; Work Adjustment Services; Employment Services; Personal-Vocational-Social Adjustment Services; Occupational Training Skills (Clerical), and Non-Supported Employment (NSE) Job Coaching.

During each fiscal year, there shall be a total of 567 unduplicated DOR consumers who shall receive services through this cooperative program. As a result of services provided through this contract, it is expected that DOR will:

For FY 2010/11

- Open 200 new cases
- Develop 155 new Individual Plans for Employment (IPEs)
- Close 128 cases successfully (status 26)

For FY 2011/12

- Open 200 new cases
- Develop 155 new Individual Plans for Employment (IPEs)
- Close 128 cases successfully (status 26)

For FY 2012/2013

- Open 200 new cases
- Develop 155 new Individual Plans for Employment (IPEs)
- Close 128 cases successfully (status 26)

II. SERVICES TO BE PROVIDED

All services noted below shall be provided only to authorized DOR consumers through one of the following case service contract providers:

A. Situational Assessment: CVE and RAMS

1. Situational Assessment (SA) services, as authorized by a Senior Vocational Rehabilitation Counselor (SVRC) and provided to a DOR consumer by a Community Rehabilitation Program (CRP), utilizes actual work sites to identify a DOR consumer's current level of employability or as part of an eligibility determination through a short term trial work experience. A Situational Assessment (SA) is a community-based service that allows a DOR consumer to observe or try out a variety of job opportunities, which may include payment of wages. Services may be provided individually, or in groups based on an approved program model.
2. SA services provide information to a DOR consumer and SVRC about a DOR consumer's strengths and barriers to employment, and provides information to choose an employment goal based on preferences, strengths, abilities, and needs.

Situational assessment activities for consumers include:

- Simulated work trials
- Opportunity to experience actual job duties and activities with wages paid per Department of Labor guidelines
- Job exploration/observation
- Job shadowing
- Volunteer opportunities

The Situational Assessment report addresses the following:

- Stamina and work tolerance
 - Interest in work and attitude toward work
 - Relationships with coworkers and supervisors
 - Attendance
 - Productivity – quality and quantity
 - Other information as requested by DOR counselor
-

The following Situational Assessment outcomes for the identified fiscal years are identified:

2. FY 2010/11:

Service outcomes/Numbers to be served: CVE will serve 45 unduplicated DOR consumer and RAMS will serve 15 unduplicated consumers in Situational Assessment for a total of 60 consumers served in Situational Assessment. As a result of these services, it is expected that 45 consumers will complete the assessment.

FY 2011/12:

Service outcomes/Numbers to be served: CVE will serve 45 unduplicated DOR consumer and RAMS will serve 15 unduplicated consumers in Situational Assessment for a total of 60 consumers served in Situational Assessment. As a result of these services, it is expected that 45 consumers will complete the assessment.

FY 2012/13:

Service outcomes/Numbers to be served: CVE will serve 45 unduplicated DOR consumer and RAMS will serve 15 unduplicated consumers in Situational Assessment for a total of 60 consumers served in Situational Assessment. As a result of these services, it is expected that 45 consumers will complete the assessment.

B. Vocational Assessment: Citywide Case Management & Richmond Area Multi- Services, Inc (RAMS, Inc)

Vocational Assessment Services, as authorized by a Senior Vocational Rehabilitation Counselor (SVRC) and provided to a DOR consumer by a Community Rehabilitation Program (CRP), are limited in scope and short in duration. Services assess basic information about a DOR consumer's current educational and vocational levels, abilities, and interests. Assessment materials or questionnaires are not reflective of standardized tests, and are developed by the CRP. The CRP will seek information through a questionnaire, an interview, and review of collateral information. Extensive occupational options or labor market analyses are not included in this service. Assessment Services provides information to a DOR consumer/applicant and referring DOR SVRC, to assist in eligibility determination, ability to participate in rehabilitation planning, and/or to determine the nature and scope of DOR services to be provided.

Citywide Case Management Forensic and RAMS will provide Vocational Assessment to DOR consumers. The following Vocational Assessment outcomes for the identified fiscal years are identified:

FY 2010/11

45 DOR consumers will receive Vocational Assessment services and 40 will go on to receive Employment Services.

FY 2011/12

45 DOR consumers will receive Vocational Assessment services and 40 will go on to receive Employment Services.

FY 2012/13

45 DOR consumers will receive Vocational Assessment services and 40 will go on to receive Employment Services.

C. Work Adjustment: CVE and RAMS

Work Adjustment (WA) services, as authorized by a Senior Vocational Rehabilitation Counselor (SVRC) and provided to a DOR consumer by a Community Rehabilitation Program (CRP), are transitional, time-limited, systematic services that use real work or approved volunteer sites, to train DOR consumers in the meaning, value, and demands of a job, to learn or reestablish skills, attitudes, personal characteristics, work tolerance, and behaviors appropriate and necessary for work. Job sites are temporary, and not intended to become a permanent placement.

WA services focus on the elimination of barriers to employment and are accomplished in 1-4 months. WA services are most often provided in a work site that generally constitutes an employer/employee relationship and requires payment of wages. Work Adjustment is not used as training for a specific occupation. Services may be provided individually or in groups and may include classroom activities based on an approved program model.

The following Work Adjustment services outcomes for the identified fiscal years are identified:

FY 2010/11

Service outcomes/numbers to be served: 65 unduplicated DOR consumers will receive this service through CVE and 38 DOR consumers will receive this service through RAMS for a total of 103 DOR consumers receiving this service.

FY 2011/12:

Service outcomes/numbers to be served: 65 unduplicated DOR consumers will receive this service through CVE and 38 DOR consumers will receive this service through RAMS for a total of 103 DOR consumers receiving this service.

FY 2012/13:

Service outcomes/numbers to be served: 65 unduplicated DOR consumers will receive this service through CVE and 38 DOR consumers will receive this service through RAMS for a total of 103 DOR consumers receiving this service.

D. Employment Services: CVE, RAMS and Citywide Case Management Forensic

Employment Services (ES) as authorized by a Senior Vocational Rehabilitation Counselor (SVRC) and provided to a DOR consumer by a Community Rehabilitation Program (CRP), assists a DOR consumer prepare for, obtain, and retain employment. A continuum of services provides guidance and direction to a DOR consumer in the development of job search techniques and appropriate work-related behaviors that will enhance the consumer's employability. ES components provide assistance in the development of job search skills, coordination of job search activities, and identification of appropriate job openings. Employment Retention services are designed to support DOR consumers and employers in achieving a successful employment outcome and in meeting DOR's criteria for case closure.

The four specific components of Employment Services include:

- Intake,
- Employment Preparation,
- Job Development and Placement, and
- Employment Retention

The following Employment Services outcomes for the identified fiscal years are identified:

FY 2010/11

160 DOR consumers will receive employment services through RAMS; 72 DOR consumers will receive employment services through CVE and 40 DOR consumers will receive employment services through Citywide Case Management Forensic, for a total of 272 consumers receiving ES services.

FY 2011/12

160 DOR consumers will receive employment services through RAMS; 72 DOR consumers will receive employment services through CVE and 40 DOR consumers will receive employment services through Citywide Case Management Forensic, for a total of 272 consumers receiving ES services.

FY 2012/13

160 DOR consumers will receive employment services through RAMS; 72 DOR consumers will receive employment services through CVE and 40 DOR

consumers will receive employment services through Citywide Case Management Forensic for a total of 272 consumers receiving ES services.

E. Personal-Vocational-Social Adjustment: CVE

Personal, Vocational, Social Adjustment (PVSA) services as authorized by a Senior Vocational Rehabilitation Counselor (SVRC) and provided to a DOR consumer by a Community Rehabilitation Program (CRP), assist a DOR consumer develop or re-establish skills, attitudes, personal characteristics, interpersonal skills, work behaviors, and functional capacities to achieve and maintain positive employment outcomes. This service is authorized by a Senior Vocational Rehabilitation Counselor (SVRC) to a Community Rehabilitation Program (CRP) to address one or more barriers that are preventing a consumer from successfully completing their DOR Individual Plan for Employment (IPE). Training is time-limited, individualized, and provided in the environment where the identified appropriate behavior is needed or occurs.

Services are generally provided on a 1:1 basis and are concluded within 1-4 months. Services addressing similar barriers to employment may be provided in a classroom setting to groups of at least 3 DOR consumers. Classes are provided in one hour increments. Services may be provided individually, or in a classroom setting.

PVSA services most often occur prior to job placement. However, services may be appropriate after placement when an individual demonstrates behaviors that are job threatening. PVSA services may be provided to ensure job retention.

PVSA training activities target the elimination/reduction of identified barriers to employment and may include, but aren't limited to, issues such as:

- Appropriate interaction in the workplace
- Grooming and hygiene as related to work
- Mobility training in use of public transportation
- Work habits and attitudes such as: attendance, punctuality, phoning in if ill, returning promptly from breaks and lunch
- Personal budgeting, banking and bill payment

The following PVSA outcomes for the identified fiscal years are identified:

FY 2010/11:

Service outcomes/number to be served: 30 unduplicated DOR consumers will receive this service through CVE.

FY 2011/12:

Service outcomes/number to be served: 30 unduplicated DOR consumers will receive this service through CVE.

FY 2012/13:

Service outcomes/number to be served: 30 unduplicated DOR consumers will receive this service through CVE.

F. Occupational Skills Training (Clerical): CVE

CVE's Clerical Occupational Skills Training (Clerical OST) is provided as an organized, curriculum-based full day program of at least 5 hours in which DOR consumers acquire the relevant skills necessary for any type of position in the clerical field. Clerical OST services are provided in a group setting and have a classroom component only. The training curriculum is designed and continually enhanced with input from employers, former service recipients and local labor market trends. Clerical OST allows for a DOR consumer to choose one, two, or none of the specialized training courses: data entry and front desk. Clerical OST develops marketable skills and enables a consumer to achieve employment in the clerical field. The Clerical OST training program lasts twelve (12) weeks.

CVE will provide monthly DOR consumer progress reports as applicable and develop a final OST report to DOR when the service is completed.

Level 2 Semi-skilled/semi-professional occupations-Training at this level reflects jobs that require basic math or language skills competencies, and includes; data entry, retail, clerical, and warehouse inventory jobs as examples.

Activities include:

- Pre-post skill testing
- Work experience
- Classroom training

The following OST Service outcomes for the identified fiscal years are identified:

FY 2010/11:

Service outcomes/numbers to be served: 30 unduplicated DOR consumers will receive this service through CVE.

FY 2011/12:

Service outcomes/numbers to be served: 30 unduplicated DOR consumers will receive this service through CVE.

FY 2012/13:

Service outcomes/numbers to be served: 30 unduplicated DOR consumers will receive this service through CVE.

G. Non-Supported Employment (NSE) Job Coaching: RAMS

Job Coaching services, as authorized by a Senior Vocational Rehabilitation Counselor (SVRC) and provided by a Community

Rehabilitation Program (CRP) to a competitively employed DOR consumer, provides intensive assistance and support in employment-related activities to promote job adjustment and retention. Intensive individualized Job Coaching services may be provided as part of a Supported Employment (SE) Individual Plan of Employment (IPE), or for specific short term services in support of a DOR consumer in a non SE job. Further information on Job Coaching as part of a Supported Employment plan is found in DOR's Rehabilitation Administrative Manual (RAM) Chapter 31.

Group Job Coaching may be provided at an employer's work site by Community Rehabilitation Program (CRP) staff as part of a Group Supported Employment placement as defined by RAM Chapter 31.

NSE Job Coaching services provides intensive assistance and support in employment-related activities to promote job adjustment and retention. Intensive individualized NSE Job Coaching services may be provided to DOR consumers that need additional support to retain employment. NSE Job Coaching may be provided at an employer's work site by Employment Consultants.

1. Description of Service:

NSE Job Coaching activities may include:

- Job orientation
- Job destination training
- Teaching job tasks as needed
- Supervision at the worksite
- Coworker/supervisor consultation
- Assistance in integrating the DOR consumer into the work environment through natural supports
- Assistance in changes in the work environment impacting potential for job retention
- Assistance with public support agencies
- Family and residential provider consultation
- Contact with the consumer and/or employer to ensure continued job satisfaction
- Assistance with monitoring Social Security Administration (SSA) reporting requirements
- Support and counseling necessary to maintain employment
- Consultation with the DOR consumer / employer and others following job loss

FY 2010/11:

Service outcomes/numbers to be served: 25 unduplicated DOR consumers will receive this service through CVE.

FY 2011/12:

Service outcomes/numbers to be served: 25 unduplicated DOR consumers will receive this service through CVE.

FY 2012/13:

Service outcomes/numbers to be served: 25 unduplicated DOR consumers will receive this service through CVE.

III. CONTRACT ADMINISTRATOR/PROGRAM COORDINATOR

Lisa Brunelle
301 Howard Street, 7th Floor
San Francisco, CA 94105
(415) 904-7178
(415) 904-5996 Fax
lbrunell@dor.ca.gov

Rudy Aguilar
SFCCBHS
1380 Howard St., 5th Floor
San Francisco, CA 94103
(415) 255-3514
(415) 252-3015 Fax
Rudy.Aguilar@sfdph.org

IV. LINKAGES TO OTHER COMMUNITY AGENCIES

The Program Managers of CVE, RAMS and Citywide Case Management Forensic, in cooperation with the DOR Counselor, will make referrals to the appropriate agency, such as: Employment Development Department (EDD) and One-Stop Centers, Golden Gate Regional Center, California Community Colleges, Social Security Administration and other appropriate adult service agencies.

V. IN-SERVICE TRAINING

CVE, Inc., RAMS, Citywide Case Management Forensic, DOR and SFCCBHS contract staff will be cross-trained in mental health and DOR services when training occurs. These trainings will be suitable for all staff associated with this contract. Staff involved in this contract will also be provided cross training on the mission and goals of the partner agencies on an annual basis.

Exhibit B
(Standard Agreement-Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. This is a cost reimbursement agreement. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget narrative and budget cost proposal as specified in the Service Budget (DOR 801A), which is attached hereto and made a part of this Agreement.
- B. For travel reimbursements (if applicable), upon request from the DOR, Contractor to provide purpose, destinations, dates of travel, proof of actual receipts and payments for travel costs, i.e., lodging/mileage, and per diem costs in support of travel expenditures submitted of costs proposed.
- C. Invoice(s) shall include the Agreement Number, CFDA Reference # and CFDA Title, as listed on the STD 213, and shall be submitted in duplicate not more frequently than monthly in arrears to DOR Contract Administrator or designee (listed on Exhibit A, III).
- D. A claim adjustment on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget (DOR 801A) with a maximum not to exceed \$100,000 for all budget years, as long as there is neither an increase nor decrease of the total annual contract Service Budget (DOR 801A). A formal amendment is required if it does not meet the above criteria.
- E. Staff line item salary ranges and percentage of time are projected and are subject to change based on actual costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item D above.

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 Department of Rehabilitation, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for 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 Contractor to reflect the reduced amount.

For Federally Funded Agreements:

- C. It is mutually understood between the parties that this contract 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 contract were executed after that determination was made.
- D. This contract is valid and enforceable only if sufficient funds are made available to the State by the United State Government for the current fiscal year and/or any applicable subsequent fiscal years covered for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- E. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

3. 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.

4. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE CONTRACT

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

The allowable cost must: 1) be generally recognized and necessary for the operation of the Contractor's organization; 2) be reasonable for the performance of the contract, including acceptable sound business practices; 3) be subject to the terms and conditions of the contract and approved DOR budgeted line items; 4) not be used for general expenses required to carry out other responsibilities of the Contractor, and 5) be properly supported.

Documenting and supporting the distribution of personnel activity to the contract is also required. The Contractor agrees to comply with the 2 CFR Part, 220, 225, 230 (Office of Management and Budget Circulars (OMBs) – Cost Principles as applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

5. ACCOUNTING SYSTEM REQUIREMENTS

Contractor must maintain an appropriate cost accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations. The Contractor's financial management system shall provide for:

- Accurate, current and complete disclosure of the financial results of each federally sponsored project.

- Records that identify adequately the source and application of funds for federally sponsored activities.
- Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the agreement.
- Accounting records including cost accounting records that are supported by source documentation.

Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable 34 Part 74 or 80 Uniform Administrative Requirements and the related 2 CFR Part, 220, 225, 230 (OMBs).

6. CERTIFIED EXPENDITURE

Contractor shall certify to the State, on a monthly or quarterly basis as specified in Exhibit F, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations and OMB circulars. All such expenditures shall be under the administrative supervision of State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.

The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget (DOR 801A) may be reduced after review by the DOR Contract Administrator. State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.

The Contractor contributions, including any in excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary" will be used by State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

7. CASH MATCH

Each fiscal year, Contractor will pay to State, no less than quarterly, in advance, upon receipt of an invoice from State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by State from Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.

The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary".

8. PAYMENT OF EXPENDITURES

This is a cost reimbursement contract. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor as stated in Exhibit B, Invoicing and Payment 1.A.

Budget must not contain line items that are, or will be, during the period covered by this contract reimbursed/paid by another source of funding. Unexpended funds for a fiscal year shall not be carried over to another fiscal year.

Contract 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 #84.126A prepared for the OMB A-133 Single Audit.

9. INDIRECT COSTS

Indirect costs are allowable costs 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 Part, 215, 220, 230 (OMB's). The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures. The allocation of indirect costs cannot be based on an arbitrary fixed rate. Where an estimated percentage rate is used when the contract is written, the actual rate must be used to bill for indirect costs/administrative overhead; however, the actual rate cannot exceed the contracted budget percentage rate. If the actual rate exceeds the budgeted rate, then an amendment is required prior to billing the actual rate. Documentation to support the allocation rate/method must be maintained by the Contractor and is subject to review by the Department of Rehabilitation, State Auditors, Federal Department of Education auditors, or their designated representatives.

San Francisco County Behavioral Health Services

Attachment 1

Program Budget Summary

Fiscal Year 2010/11

July 1, 2010 - June 30, 2011

TOTALS

DOR PROGRAM COSTS
(From DOR Program Budget)

\$3,255,000

TOTAL PROGRAM COST

\$3,255,000

COOPERATIVE AGENCY SHARE

21.30%

\$693,315

TOTAL DOR SHARE

78.70%

\$2,561,685

TOTAL BUDGET

\$3,255,000

Cooperative Agency cash contribution MUST be from NON-FEDERAL funds. Cash match MUST equal at least 21.3% of total program budget.

San Francisco County Behavioral Health Services

Attachment 1

Program Budget Summary

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

TOTALS

DOR PROGRAM COSTS
(From DOR Program Budget)

\$3,255,000

TOTAL PROGRAM COST

\$3,255,000

COOPERATIVE AGENCY SHARE

21.30%

\$693,315

TOTAL DOR SHARE

78.70%

\$2,561,685

TOTAL BUDGET

\$3,255,000

Cooperative Agency cash contribution MUST be from NON-FEDERAL funds. Cash match MUST equal at least 21.3% of total program budget.

San Francisco County Behavioral Health Services

Attachment 1

Program Budget Summary

Fiscal Year 2012/13

July 1, 2012 - June 30, 2013

TOTALS

DOR PROGRAM COSTS
(From DOR Program Budget)

\$3,255,000

TOTAL PROGRAM COST

\$3,255,000

COOPERATIVE AGENCY SHARE

21.30%

\$693,315

TOTAL DOR SHARE

78.70%

\$2,561,685

TOTAL BUDGET

\$3,255,000

Cooperative Agency cash contribution MUST be from NON-FEDERAL funds. Cash match. MUST equal at least 21.3% of total program budget.

San Francisco County Behavioral Health Services

DOR Program Budget

Fiscal Year 2010/11

July 1, 2010 - June 30, 2011

3.75

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	3.75	\$413,914
Case Services (Individual Client Expenses)			\$745,241

SUBTOTAL

\$1,159,155

Case Service Contract/s to:

CVE	\$861,171
RAMS, Inc	\$1,021,118
Citywide Case Management Forensics	\$213,556
	\$0
	\$0

TOTAL DOR PROGRAM COST

\$3,255,000

San Francisco County Behavioral Health Services

DOR Program Budget

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

3.75

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
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Case Services

(Individual Client Expenses)

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SUBTOTAL

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Case Service Contract/s to:

CVE

\$861,171

RAMS, Inc.

\$1,021,118

Citywide Case Management Forensics

\$213,556

\$0

\$0

TOTAL DOR PROGRAM COST

\$3,255,000

San Francisco County Behavioral Health Services

DOR Program Budget

Fiscal Year 2012/13

July 1, 2012 - June 30, 2013

3.75

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	3.75	\$413,914
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SUBTOTAL

\$1,159,155

Case Service Contract/s to:

CVE	\$861,171
RAMS, Inc	\$1,021,118
Citywide Case Management Forensics	\$213,556
	\$0
	\$0

TOTAL DOR PROGRAM COST

\$3,255,000

Exhibit D
(Standard Agreement-Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION

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

2. SETTLEMENT OF DISPUTES

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with the DOR within ten (10) days of discovery of the problem. Within ten (10) days of receipt of Notice of Dispute, the DOR Contract Administrator shall meet with the Contractor for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and DOR Contract Administrator shall be brought to the attention of the DOR Contract Officer for resolution. The decision of the DOR Contract Officer shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement, which is not affected by the dispute.

3. CONTRACT AMENDMENT

This agreement shall allow amendments should either party, during the term of the agreement, desire a change to the terms. Proposed changes must be made in writing to the other party. No amendment will be considered binding on either party until it is formally approved by the State.

4. TERMINATION AND CANCELLATION

- A. In addition to the rights under Exhibit C of the Standard Agreement, State or Contractor reserves the right to terminate/cancel this Agreement at its sole discretion at any time upon thirty (30) days prior written notice.
- B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.

- C. Upon receipt of the invoice, progress report and data (if applicable), a final payment will be made to Contractor. This payment shall be for all State-approved, actually incurred costs that in the opinion of State are justified, and shall include services rendered, and materials purchased or utilized (including all non-cancellable commitments) to termination date as specified in the proposal budget.

5. TRAVEL AND REIMBURSEMENT RATES

Contractor agrees that all travel expenses and per diem rates paid under this contract shall be reimbursed at actual costs not to exceed the Department of Personnel Administration (DPA) designated rates stated on the DPA website. No travel outside the State of California is allowed without prior documented written authorization from the DOR Contract Administrator.

6. SOFTWARE

Contractor 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.

7. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval of 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 Contractor should 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 Contractor to conduct routine business matters.

8. INSURANCE REQUIREMENTS

A. GENERAL LIABILITY INSURANCE

Contractor must furnish to the DOR a certificate of insurance showing that a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, is presently in affect for the contractor. The certificate of insurance shall show that activities are protected through commercial general liability insurance. Additional insurance, such as automobile liability insurance is required if a motor vehicle is used in the performance of the contract, i.e. transporting of persons by any mode of transportation.

The certificate of insurance **must** include; (1) the insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and (2) the certificate of insurance must provide the State of California, its officers, agents, employees, and servants are included as additional insured, but only with the respect to work performed for the State of California under the contract.

Evidence of insurance must be issued by an insurance company acceptable to the Department of General Services, Office of Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS/ORIM.

B. WORKERS' COMPENSATION INSURANCE

1. Contractor shall have and maintain, for the term of this Agreement, workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
2. Unless a current copy is on file with the agency, Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the agency to the State as evidence of compliance with the workers' compensation insurance requirement.

C. AUTOMOBILE LIABILITY INSURANCE (TRANSPORTING CONSUMERS)

1. **For public schools and for-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the contract. For **seating capacity up to 7 people** (includes driver), the Contractor'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 –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.
2. **For non-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the contract. For **seating capacity of up to 15 people** (includes driver) the 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 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.

9. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which give the

appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

10. CONFIDENTIALITY

- A. Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by DOR. Any information obtained by Contractor in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- B. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this contract, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, Title 9, California Code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)
- C. Contractor agrees to report any security breach or incident involving DOR consumers' personal information 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 isoinfo@dor.ca.gov.

Security breaches or incidents that must be reported include, but are not limited to:

1. Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
2. Unauthorized access to DOR consumers' personal information. 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 or data containing DOR consumers' personal information. IT equipment includes, but is not limited to, laptop and desktop computers, PDAs, CDs, DVDs, flash drives, servers, printers, peripherals, and any other portable electronic devices and media. Data can be held in medium that includes, but is not limited to, electronic and paper.

Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this contract. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Requirements" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: <http://www.dor.ca.gov/eps/servpro.htm>

Additional training and awareness tools are available at the California Office of Information Security and Privacy Protection (OISPP) website. OISPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

11. AUDIT AND REVIEW REQUIREMENTS

(a) General Audit and Review Requirements

1. Contractor shall submit to the DOR such reports, accounts, and records deemed necessary by the DOR to discharge its obligation under State and Federal laws and regulations, including the applicable 2 CFR Part, 220, 225, 230 (OMB's).
2. Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibility in the event of non-compliance.
3. Contractor shall provide State's staff access to all Contractor records and evaluations of individuals referred to the program.
4. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this contract agreement and other applicable federal or state statutes and regulations.
5. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the contract, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation.
6. Contractor to include a provision in its independent auditor agreements that allows DOR access to any audit materials, information, and reports in support of the Contractor's "Independent Auditor Report" for review in performance in the event of a DOR audit.
7. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit or any other action involving the records prior to expiration of the three (3) year period, whichever is later. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

(b) Annual Federal Finance Audit (For agreements \$500,000 and above)

In addition to the general audit and review requirements, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

Contractor agrees to submit one copy of the audit report and all management letters to:

Audit Section
Department of Rehabilitation
721 Capitol Mall, 3rd Floor
Sacramento, CA 95814

Copies of the audit report and letters are due on or before the 15th day of the fifth month following the end of the Contractor's fiscal year.

12. LOSS LEADER

Contractor understands that it is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss Leader" as defined in Code Section 17030 of the Business and Professions Code. Furthermore, contractor certifies by signature of this contract that it has not and will not engage in any such illegal activity related to the provision of services and materials under this contract.

Exhibit E
(Standard Agreement-Subvention)

ADDITIONAL PROVISIONS

1. **FEDERAL REQUIREMENTS**

The Federal Office of Management and Budget (OMB) has established unified administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following, except where the contract is more restrictive.

- 2 CFR Part 215/34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 220 (OMB A-21) - Cost Principles for Educational Institutions
- 2 CFR Part 225 (OMB A-87) - Cost Principles for State, Local, and Indian Tribal Governments
- 2 CFR Part 230 (OMB A-122) - Cost Principles for Non-Profit Organizations
- OMB A-133 - Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above are available for download and review on the Internet at www.whitehouse.gov/omb/circulars. A copy of Title 34 CFRs are available at <http://www.gpoaccess.gov/cfr/index.html>.

2. **FEDERAL FUNDING INTELLECTUAL PROPERTY**

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.

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

By signing this contract, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for department, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

4. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT (IF APPLICABLE)

- A. Equal Employment Opportunity--All contracts 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 Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 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--Contracts 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:

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.

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.

Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).
Regulation: 34 CFR part 104handicap.

Subject: Discrimination on the basis of age.
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110

5. RETURN OF INAPPROPRIATE USE OF FUNDS

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

Exhibit F
(Standard Agreement -Subvention)

COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS

1. **CONTRACT MANUAL**

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Manual and its additional policy requirements and conditions for Case Services/Cooperative Contract Program Agreements as applicable for the Fiscal Year(s) covered under this contract. Match requirements are applicable to Cooperative Programs agreements only.

2. **CONTRACTOR'S MONITORING**

The Contractor is responsible for monitoring the percentage of time/number of hours devoted by staff on the contract for overall consistency with the contract terms and the approved contracted budget.

3. **DOR CONTRACT MONITORING**

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

- A. Maintain documentation on all contract activities, including the performance of the contract services, invoice reviews and approvals, monitoring activities, and other contract administration activities.
- B. Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- 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/ consumers during the contract period are based on actual allowable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.
- E. Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice.

- F. Ensure there are sufficient funds to pay for all services rendered as required by the contract.
- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this contract. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Contracts only)
- H. Identify low usage levels and consider partial disencumbrance of contract funds.
- I. Periodically review personnel activity reports for staff funded by the contract to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB circular.
- J. Verify that all contract staff are providing services in accordance to their duties specified in the contract, including ensuring that:
- Personnel duty statements or a copy of the Contract Budget Narrative/Contract Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the contract.
 - Verify that job duties, as provided by the contract staff, match contract duty statements and service descriptions.
 - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
 - Verify that contract staff provide services only to authorized DOR consumers. (Case Service Contracts only)
 - Review the CAS 170AA report. (Case Service Contracts only)

Exhibit F

COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS

4. Contract Monitoring and Reporting

The San Francisco County Community Behavioral health Services Contract Administrator shall monitor the contract by:

- ◆ Meeting quarterly with DOR and contract agency staff, as well as consumers, family members, caregivers, or other individuals acting as part of an individual's support system.

5. Transportation of DOR consumers

Transportation will not be provided to DOR consumers receiving services under this contract.