

File No. 220823

Committee Item No. 5

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 27, 2022

Board of Supervisors Meeting Date _____

Cmte Board

- Motion
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- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- Executed Standard Agreement 4/5/2022
- Standard Agreement – Exhibit B
- Case Service Agreement
- Cash Transfer Agreement w/Exhibit A.1
- Executed CA Civil Rights Law Attachment 3/22/2022
- Executed Contract Signature Authorization 1/20/2022
- Executed Certification 3/22/2022
- Contract Renewal Letter 4/6/2022
- Request for Signature Letter 3/2022
- Payee Data Record 1/10/2022
- Draft CA Board Resolution Form
- Contract Comparison Data
- _____

Completed by: Brent Jalipa Date July 21, 2022

Completed by: Brent Jalipa Date _____

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

3 **Resolution retroactively authorizing the Department of Public Health to accept and**
4 **expend a grant in the amount of \$791,433 from the United States Department of**
5 **Education through the California Department of Rehabilitation for participation in a**
6 **program, entitled “State Vocational Rehabilitation Services Program,” for the period of**
7 **July 1, 2022, through June 30, 2025.**

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, 2022,
13 through June 30, 2025; 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 April 6, 2022, for a project start date of
2 July 1, 2022; and

3 WHEREAS, The grant budget includes a provision for indirect costs in the amount of
4 \$43,333; now, therefore, be it

5 RESOLVED, DPH is hereby authorized to accept and expend a grant in the amount of
6 \$791,433 from the DOE through DOR; and, be it

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

9 FURTHER RESOLVED, That the Director of Health is authorized to enter into the
10 Agreement on behalf of the City; and, be it

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

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1 Recommended:

Approved: /s/_____

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Mayor

3 /s/_____

4 Dr. Grant Colfax

Approved: /s/_____

5 Director of Health

Controller

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<p>Item 5 File 22-0823</p>	<p>Department: Public Health</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would retroactively allow the San Francisco Department of Public Health (DPH) to accept and expend \$791,433 in grant funding from the United States Department of Education, through the California Department of Rehabilitation (DOR) as a pass-through entity. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • The \$791,433 grant from DOR would reimburse DPH for the cost of providing 1.59 full-time equivalent positions (FTEs) to support the State Vocational Rehabilitation Services Program. • Since 1999, DPH has been receiving grant funds from DOR to provide vocational rehabilitation services for adults with severe mental illness. • In addition to the grant, DOR directly funds five contractors to provide vocational rehabilitation services to San Francisco residents diagnosed with mental illness who have expressed motivation to seek employment. DOR provides oversight of these contracts. • Under the cooperative contract agreements (including a Standard Agreement, a Case Services Agreement, and a Cash Transfer Agreement), in addition to providing the full cash match of \$818,875 per year (\$2,456,625 over three years), DPH is also responsible for identifying and referring qualified individuals who would benefit from DOR’s vocational rehabilitation services, quality assurance, administrative support, and intermediary support services to DOR clients. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The State Vocational Rehabilitation Services grant budget over three years is \$12,324,885, which includes (a) \$791,433 in grant funds to DPH (the subject of this resolution); and (b) \$11,533,452 in direct DOR funding, which is partially reimbursed by DPH grant matching funds. • The grant budget also includes \$43,333 in indirect costs, or 5.79 percent of salaries. • The proposed grant requires \$2,456,625 in matching funds from DPH over three years, equal to 21.3 percent of DOR funding of \$11,533,452 • The matching funds are sourced from the City General Fund (59 percent) and from the State’s Mental Health Services Act funds (41 percent). Sufficient funding is provided in the FY 2022-23 and FY 2023-24 DPH budgets. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

City Administrative Code Section 10.170-1 states that accepting Federal, State, or third-party grant funds in the amount of \$100,000 or more, including any City matching funds required by the grant, is subject to Board of Supervisors approval.

BACKGROUND

The State Vocational Rehabilitation Services Program is a federal initiative under the U.S. Department of Education that provides grants to assist states in operating vocational rehabilitation programs for individuals with disabilities. Since 1999, the City and County of San Francisco's Department of Public Health (DPH) has been receiving grant funds from the California Department of Rehabilitation (DOR) to provide vocational rehabilitation services for adults with severe mental illness. These services include vocational assessment, situational assessment, work adjustment, and employment services.

Previous Agreement

In February 2019, the Board of Supervisors approved the most recent grant and matching requirement agreement with DOR, providing \$271,200 for the three-year term from July 2019 through June 2022 (File 19-0154). The grant reimbursed DPH for 0.59 Full-Time Equivalent (FTE) Health Coordinator III position and required matching funds in the amount of \$2,456,625 from DPH.

DOR Direct Funding for Programs

In addition to the grant, the Department of Rehabilitation directly funds the following five contractors to provide vocational rehabilitation services to San Francisco residents:

- Richmond Area Multi-Services, Inc. (RAMS), which provides vocational assessment, employment services, and job coaching;
- Citywide Case Management Forensics, which provides vocational assessment and employment services;
- Positive Resources Center, which provides employment services;
- Caminar Jobs Plus, which provides employment services; and
- Occupational Therapy Training Program Groups-San Francisco (OTTP-SF), which provides vocational assessment and employment services.

DOR provides oversight of these contracts.

Additionally, the Department of Rehabilitation directly funds 5.75 FTEs in DOR's Rehabilitation Team unit and Case Services. The Rehabilitation Team Unit determines eligibility and functional capacities, assists in the development of individualized plans for employment, and provides vocational counseling and services coordination. Case Services pays for certain client expenses to provide eligible clients with tools, clothing, and any needed materials while in training.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would retroactively allow DPH to accept and expend \$791,433 in grant funding from the United States Department of Education, through DOR as a pass-through entity. The proposed grant funds would support an existing 0.59 FTE Health Program Coordinator III position as well as a new 1.0 FTE Health Worker III in the DPH budget within the Behavioral Health Services Division.

Service Goals

Under the cooperative contract agreements (including a Standard Agreement, a Case Services Agreement, and a Cash Transfer Agreement), in addition to providing the full cash match of \$818,875 per year (\$2,456,625 over three years), DPH is also responsible for identifying and referring qualified individuals who would benefit from DOR's vocational rehabilitation services, quality assurance, administrative support, and intermediary support services to DOR clients. DPH does not provide client services. The new Health Worker III will be the bridge between the clients, the contracted agencies, and DPH. According to DPH, many of the clients need additional support to access services.

DPH's outcome goals are to serve 878 unduplicated participants through the contracted providers over the three-year program term; 200 in year one, 300 in year two, and 378 in year three.

Contract Restructuring

DPH received the grant award notice from DOR on April 6, 2022 for a July 1, 2022 start date. According to DPH, the proposed resolution is delayed in coming to the Board for approval before the July 1 start date because of new contract restructuring requirements imposed by the U.S. Department of Education Rehabilitation Services Agency (the primary grant funder). The grant funder now requires that DPH provide direct services to DOR clients, requiring changes to the agreements and the addition of a new position to be reimbursed by the grant.

FISCAL IMPACT

The State Vocational Rehabilitation Services grant budget over three years is \$12,324,885, shown in Exhibit 1 below, which includes:

- (a) \$791,433 in grant funds to DPH (the subject of this resolution); and
- (b) \$11,533,452 in direct Department of Rehabilitation funding, which is partially reimbursed by DPH grant matching funds.

Exhibit 1: State Vocational Rehabilitation Services Program Budget

	FY 2022-23	FY 2023-24	FY 2024-25	Total
<u>Department of Rehabilitation</u>				
Rehabilitation Team Unit (5.75 FTEs)	\$634,668	\$634,668	\$634,668	\$1,904,004
Case Services	520,234	520,234	520,234	1,560,702
Vocational Rehabilitation Services provided by five contract providers	2,689,582	2,689,582	2,689,582	8,068,746
Subtotal, Direct DOR funds	3,844,484	3,844,484	3,844,484	11,533,452
<u>State Grant to DPH</u>				
0.59 FTE Health Program Coordinator III	112,153	112,153	112,153	336,459
1.0 FTE Health Worker III (new)	137,214	137,214	137,214	411,642
Indirect Costs (5.79% of Personnel)	14,444	14,444	14,444	43,332
Subtotal, State Grant to DPH	263,811	263,811	263,811	791,433
Total Program Budget	\$4,108,295	\$4,108,295	\$4,108,295	\$12,324,885

Source: Standard Agreement Exhibit B and DPH Service Budget

The \$791,433 grant from the California Department of Rehabilitation (DOR) would reimburse DPH for the cost of providing 1.59 FTEs to support the State Vocational Rehabilitation Services Program, as shown in Exhibit 1 above. The grant does not require an amendment to the Annual Salary Ordinance, as the existing and new positions were budgeted through the annual budget process. The grant budget also includes \$43,333 in indirect costs, or 5.79 percent of salaries.

The proposed grant requires \$2,456,625 in matching funds from DPH, equal to 21.3 percent of Department of Rehabilitation funding of \$11,533,452. The matching funds are sourced from the City General Fund (59 percent) and from the State's Mental Health Services Act funds (41 percent). Sufficient funding is provided in the FY 2022-23 and FY 2023-24 DPH budgets to cover these costs.

RECOMMENDATION

Approve the proposed resolution.

File Number: 220823
(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: 07/01/2022 – 06/30/2023: \$263,811
Year 2: 07/01/2023 – 06/30/2024: \$263,811
Year 3: 07/01/2024 – 06/30/2025: \$263,811)
6. a. Matching Funds Required: **\$818,875 per year; total \$2,456,625**
(Year 1: 07/01/2022 – 06/30/2023: \$818,875
Year 2: 07/01/2023 – 06/30/2024: \$818,875
Year 3: 07/01/2024 – 06/30/2025: \$818,875)
 - b. Source(s) of matching funds (if applicable):
 - **59% City and County of San Francisco General Fund from Department of Public Health (SFDPH General Fund)**
 - **41% Mental Health Services Act (MHSA) Community Services and Support (CSS)**
- 7a. Grant Source Agency: **U.S. Department of Education, CFDA# 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. This is the 25th year that the City has received grant funds from the State Department of Rehabilitation for the provision of these services.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **July 1, 2022**

End-Date: **June 30, 2025**

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? **\$43,333**

b2. How was the amount calculated? **5.79% of Salaries**

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

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? **N.A.**

12. Any other significant grant requirements or comments:

The grant does not require an ASO amendment and partially reimburses the department for one existing position: one Health Program Coordinator III, (Job Class 2593) at 0.59 FTE for 12 months for the period from July 1, 2022 through June 30, 2025.

This grant also reimburses the department for one new position: one Health Worker III (Job Class 2587) at 1.0 FTE for 12 months for the period from July 1, 2022 through June 30, 2025. This position was budgeted through the annual budget process.

We respectfully request for approval to accept and expend these funds from July 1, 2022. The Department received the subaward agreement on April 6, 2022. This grant does not require an ASO amendment. The CFDA # for this grant is 84.126.

Project Description: **HB MH AD04 2223 State Vocational Rehabilita**
Project ID: **10038120**
Proposal ID: **CTR00002626**
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: **0041**

****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: 4/20/2022 | 3:53 PM PDT

DocuSigned by:
Toni Rucker
704202F7301F41E...
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Dr. Grant Colfax
(Name)

Director of Health
(Title)

Date Reviewed: 4/21/2022 | 6:36 PM PDT

DocuSigned by:
Greg Wagner
205275247520407...
(Signature Required)
Greg wagner, COO for

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 31994	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, 2022

THROUGH END DATE

June 30, 2025

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

CONTRACTOR BUSINESS ADDRESS 1380 Howard Street, Room 208d	CITY San Francisco	STATE CA	ZIP 94103
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 31994	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)

SCM vol. 1 4.04 A2

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 32023	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

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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, 2022

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$791,433.00

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	1
Exhibit A.1	Contractor's Description of Services/Deliverables	2
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

1380 Howard Street, Room 208d

CITY

San Francisco

STATE

CA

ZIP

94103

PRINTED NAME OF PERSON SIGNING

Juan Ibarra

TITLE

Vocational Services Program Manager

CONTRACTOR AUTHORIZED SIGNATURE

Juan Ibarra

DATE SIGNED

4-5-2022

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 32023	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 B
(Standard Agreement - Subvention)

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: The first day following the conclusion of each fiscal year (July 1, 2023, July 1, 2024, and July 1, 2025)

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 the 2022-2025 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, 2022- June 30, 2023	FY 2: July 1, 2023- June 30, 2024	FY 3: July 1, 2024- June 30, 2025
San Francisco County Dept of Public Health – BH 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	
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 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 and County of San Francisco - Department of Public Health- Behavioral Health Services (BHS)
455 Golden Gate Ave., Suite 7727 San Francisco, CA 94102	1380 Howard St., 2 nd Floor San Francisco, CA 94103

4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description – EXHIBIT A.1

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

I. Introduction

This contract is between City & County of San Francisco, Department of Public Health – Behavioral Health Services (henceforth known as “the Program”), and the California Department of Rehabilitation (DOR). This case service contract (CSC) cooperative agreement is designed to serve mutual consumers of DOR and San Francisco County Behavioral Health. 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 we will be providing outreach and accepting referrals from the entire San Francisco Health Network programs.

DOR will determine eligibility and functional capacities, assist a participant 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.

BHS will provide a Vocational Program Coordinator who will assist in planning and coordinating services between DOR and BHS and providing overall administrative support to the BHS contract. The Vocational Program Coordinator will also provide outreach to BHS participants’ and BHS staff to inform them about this cooperative program and its services.

The following services will be provided to 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.:

- Intermediary Support Services

During state fiscal years 2022-2025, the following total unduplicated applicants and/or recipients of DOR services shall receive services under the terms of this agreement:

For fiscal year 2022-2023, a total of 200 unduplicated applicants and/or recipients of DOR services will receive services through this contract.

For fiscal year 2023-2024, a total of 300 unduplicated applicants and/or recipients of DOR services will receive services through this contract.

For fiscal year 2024-2025, a total of 378 unduplicated applicants and/or recipients of DOR services 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 DOR applicant and/or recipient of DOR services’ needs, preferences, and interests as well as their DOR IPE goals and objectives.

1. Service

- a. Will provide 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.

b. Service Goals/Number Served

- For fiscal year 2022-2023, a total of 200 unduplicated applicants and/or recipients of DOR services will receive this service
- For fiscal year 2023-2024, a total of 300 unduplicated applicants and/or recipients of DOR services will receive this service
- For fiscal year 2024-2025, a total of 378 unduplicated applicants and/or recipients of DOR services will receive this service

III. DOR and Program Contacts

Organization	Dept. of Rehabilitation	City and County of San Francisco - Department of Public Health- Behavioral Health Services (BHS)
Contact Person	Liezel Taube	Juan G. Ibarra
Title	DOR Contract Administrator	Program Manager
Telephone	(415) 590-0854	(415) 255-3693
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 St., 2 nd Floor 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 1st, 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 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		32023			94-6000417			1 of 1		
Department of Public Health - Behavioral Health Services		Budget Period			Budget Period			Budget Period		
1380 Howard Street, Room 208d		July 1, 2022 - June 30, 2023			July 1, 2023 - June 30, 2024			July 1, 2024 - June 30, 2025		
San Francisco, CA 94103		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 Coordinator (1 FTE= 40 hours/week, 12 months/year)	\$190,090.00	0.59	\$112,153	\$190,090.00	0.59	\$112,153	\$190,090.00	0.59	\$112,153
2	Health Worker III (1 FTE = 40 hours/week, 12 months/year)	\$137,214.00	1.00	\$137,214	\$137,214.00	1.00	\$137,214	\$ 137,214.00	1.00	\$137,214
3										
4										
5										
18	Subtotal			\$249,367			\$249,367			\$249,367
19	OPERATING EXPENSES									
20										
21										
23										
24										
25										
26										
27	Operating Subtotal									
28	Personnel and Operating Subtotal			\$249,367			\$249,367			\$249,367
29	Indirect Rate Percentage			5.79%			5.79%			5.79%
30	Indirect Cost			\$14,444			\$14,444			\$14,444
	TOTAL (rounded to nearest dollar)			\$263,811			\$263,811			\$263,811

**City and County of San Francisco - Department of Public Health- Behavioral Health
Services (BHS)
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.

NOTE: Items already included in the Indirect Cost cannot be used to calculate benefit costs.

PERSONNEL

Vocational Coordinator:

CSC Cooperative Program Duties

Specific Allowable Activities Pursuant to this Agreement Include: (These duties must be reflected in the staff person's job responsibilities)

This position will assist in planning, organizing and coordinating, developing and evaluating the work for the DOR and BHS cooperative contract; act as Contract Administrator and provide administrative support and interagency linkage regarding the BHS cooperative contract, as well as provide oversight of contract and monitor time frames regarding the renewal process and or any amendments that are required to ensure that the cooperative contract is signed as soon as possible by the necessary executive personnel; provide training and consultation to therapists and other personnel within the mental health system to ensure referral and service quality to this cooperative contract. Facilitate staff meetings with DOR and contract partners and collaborate with DOR Senior Vocational Rehabilitation Counselors (SVRCs) and case service contract personnel; develop a database of referrals opened to this cooperative contract using Excel and or other computer related software that maintains statistics, and report on trends and outcomes on a monthly basis, or more if necessary.

Health Worker III:

CSC Cooperative Program Duties

Specific Allowable Activities Pursuant to this Agreement Include: (These duties must be reflected in the staff person's job responsibilities)

Will provide ongoing systematic collection of information about a DOR consumer'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 consumers mental health needs related to employment and/or the workplace. May include coordinating peer mentors for additional consumer support. Determine how consumer 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 consumers' 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 consumer is satisfied with services provided and intervene to ensure consumer success. Collect, share and analyze pertinent collateral information and reports. May act as intermediary employer of record for work experience, if applicable.

Indirect Cost:

Organizational costs incurred for joint objectives, which can't be specifically identified with a particular project or other organizational activity (e.g. accounting, personnel/human resources, and janitorial services). Indirect costs are considered in-kind and are not allowable as certified match in Cooperative Agreements.

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.

- 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 two 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).

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 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. 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.

3. 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 1st, 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 s, 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.

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 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 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 monthly progress reports for participants receiving contract services. Progress reports should include the participant's name and other necessary or required information to document the services provided and the individual participant's progress in those services.

II. TRANSPORTATION

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

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

1. PURPOSE

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:

Organization	Dept. of Rehabilitation	San Francisco County Behavioral Health Services
Contact Person	Liezel Taube	Juan G. Ibarra
Title	DOR Contract Administrator	Program Contract Administrator
Telephone	(415) 590-0854	(415) 255-3693
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 St., Room 208d San Francisco, CA 94103

4. 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 [INSERT NAME] (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 DOR and Public Agency 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 2022-23, it is expected that a total of 757 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 263 new Individual Plans for Employment (IPE)
- Close 192 cases successfully

For fiscal year 2023-24, it is expected that a total of 757 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 263 new Individual Plans for Employment (IPE)

- Close 192 cases successfully

For fiscal year 2024-25, it is expected that a total of 757 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 263 new Individual Plans for Employment (IPE)
- Close 192 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 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:

- a. Vocational Assessments
- b. Employment Preparation
- c. Job Development and Placement
- d. Retention
- e. 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 Individualized Plan for Employment (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

Organization	Dept. of Rehabilitation	San Francisco County Behavioral Health Services
Contact Person	Liezel Taube	Juan G. Ibarra
Title	DOR Contract Administrator	Program Contract Administrator
Telephone	(415) 590-0854	(415) 255-3693
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 St., Room 208d 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: The first day following the conclusion of each fiscal year (July 1, 2023, July 1, 2024, and July 1, 2025)

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 the 2022-2025 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, 2022- June 30, 2023	FY 2: July 1, 2023- June 30, 2024	FY 3: July 1, 2024- June 30, 2025
San Francisco County Dept of Public Health – BH 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	
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.
- 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.

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.

EXHIBIT A.1
Cash Transfer

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 DOR and Public Agency 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 2022-23, it is expected that a total of 757 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 263 new Individual Plans for Employment (IPE)
- Close 192 cases successfully

For fiscal year 2023-24, it is expected that a total of 757 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 263 new Individual Plans for Employment (IPE)
- Close 192 cases successfully

For fiscal year 2024-25, it is expected that a total of 757 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 263 new Individual Plans for Employment (IPE)
- Close 192 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 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:

- a. Vocational Assessments
- b. Employment Preparation
- c. Job Development and Placement
- d. Retention
- e. 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 Individualized Plan for Employment (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:
 - a. Provide the full non-Federal cash match amount identified below as per the timeline identified in Exhibit B.
 - b. Identify individuals who would benefit from DOR vocational rehabilitation services and refer said individuals to DOR consistent with 34 C.F.R. 361.38.
 - c. 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. Contract Administrators

Department of Rehabilitation

Liezel Taube, Contract Administrator
455 Golden Gate Ave., Suite 7727
San Francisco, CA 94102
O (415) 590-0854
F (415) 597-5810
liezel.taube@dor.ca.gov

San Francisco County Behavioral Health Services

Juan G. Ibarra, Contract Administrator
1380 Howard St., Room 208d
San Francisco, CA 94103
O (415) 255-3693
F (415) 252-3033
Juan.ibarra@sfdph.org

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor 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
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor 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).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
-------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of
---------------------------	--------------------------

Date Executed

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
 DGS OLS 04 (Rev. 01/17)

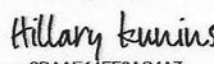
DEPARTMENT OF GENERAL SERVICES
 OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor 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
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor 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).





CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Proposer/Bidder Firm Name (Printed)	Federal ID Number
City and County of San Francisco - Department of Public Health - Behavior Health Services	94-6000417
By (Authorized Signature)	
Hillary Kunins, Director of Behavioral Health Services and Mental Health SF	
Printed Name and Title of Person Signing	
San Francisco	
Executed in the County of	Executed in the State of
03/22/2022 4:02 PM PDT	CA
Date Executed	
<div style="border: 1px solid black; border-radius: 10px; padding: 5px; display: inline-block;"> DocuSigned by:  <small>2DAAE14FF8AC4A7...</small> </div>	

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814-4702	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature	Name (Please Type or Print)	Title (Please Type or Print)
		
		
		
		

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution	Name (Please Type or Print)	Date Signed
		

Save As

Print





Reset Form

STATE OF CALIFORNIA
GRANT/CONTRACT SIGNATURE AUTHORIZATION
 DR 325 (Rev. 12/98) Computer Generated


DEPARTMENT OF REHABILITATION

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) City and County of San Francisco – Department of Public Health – Behavioral Health Services 1380 Howard Street San Francisco, CA 94103
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature 	DocuSigned by: <i>Michelle Ruggels</i>	Name (Please Type or Print) Michelle Ruggels	Title (Please Type or Print) Director of Business Office
Signature 	C473602C16674B8 DocuSigned by: <i>Shirley Giang</i>	Name (Please Type or Print) Shirley Giang	Title (Please Type or Print) Budget Director of DPH Business Office
Signature 	C26DA22C29C2A4B DocuSigned by: <i>Marlo Simmons</i>	Name (Please Type or Print) Marlo Simmons	Title (Please Type or Print) Deputy Director of Behavioral Health Services
Signature 	43DA041B5C164B DocuSigned by: <i>Jessica Brown</i> 101461C3296044D	Name (Please Type or Print) Jessica Brown	Title (Please Type or Print) Director of the Office of Equity and Workforce Development

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution <small>DocuSigned by:</small>  <i>Hillary Kunins</i>	Name (Please Type or Print) Hillary Kunins, Director of Behavioral Health Services and Mental Health SF	Date Signed 1-20-2022
---	---	--------------------------

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies 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.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> City and County of San Francisco – Department of Public Health – Behavioral Health Services		<i>Federal ID Number</i> 94-6000417
<i>By (Authorized Signature)</i>		
DocuSigned by: Hillary Kunins 2DAAE14FF8AC1A7		
<i>Printed Name and Title of Person Signing</i> Hillary Kunins, Director of BHS and Mental Health SF		
<i>Date Executed</i> 03/22/2022 4:02 PM PDT	<i>Executed in the County of</i> San Francisco	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a

Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies 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.)

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- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



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

April 6, 2022

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, 2022. 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, 2022 - June 30, 2025. 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.

Diane Shinstock
Staff Services Manager I
Cooperative Programs Section



San Francisco County Behavioral Health Services
1380 Howard Street, Room 208d
San Francisco, CA 94103

March, 2022

Re: CONTRACT # 31994

Attention: Juan Ibarra

Attached is your agreement for Fiscal Years 2022/2023, 2023/2024, 2024/2025. Please complete, sign and return the following checked item(s).

Please note: *DOR is accepting electronic signed (e-signed) documents. Please return e-signed documents and additional required documents listed below to the following email address: Gaurav.Chopra@dor.ca.gov*

- (1) one copy of the electronically signed Standard Agreement form (STD 213)
- Signature Authorization Form.
- Board Resolution Form.
- (1) one copy of the Contractor Certification Clauses (CCC). The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. Sign and return the first page of the current CCC. Failure to do will prohibit the State of California from doing business with your company.
- (1) one copy of the Unruh Civil Rights Act and the Fair Employment & Housing Act. This form must be received to execute the agreement.

This Agreement cannot be considered binding on either party until approved by appropriate authorized State Agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval.

Expeditious handling of this Agreement is appreciated. Please contact me at Gaurav.Chopra@dor.ca.gov if you have any questions.

Sincerely,

Gaurav Chopra Contract Analyst
Contracts and Procurement Section

Enclosures
cc: Contract Administrator

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)

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

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)

1380 Howard Street, Room 208d

CITY, STATE, ZIP CODE

San Francisco, CA 94103

E-MAIL ADDRESS

juan.ibarra@sfdph.org

Section 2 – Entity Type**Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2) **SOLE PROPRIETOR / INDIVIDUAL** **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual* **PARTNERSHIP** **ESTATE OR TRUST****CORPORATION** (see instructions on page 2) **MEDICAL** (e.g., dentistry, chiropractic, etc.) **LEGAL** (e.g., attorney services) **EXEMPT** (e.g., nonprofit) **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**9 4 - 6 0 0 0 4 1 7**Section 4 – Payee Residency Status** (See instructions) **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct.****Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE**

Juan Ibarra

TITLE

Vocational Program Manager

E-MAIL ADDRESS

juan.ibarra@sfdph.org

SIGNATURE**DATE**

1/10/22

TELEPHONE (include area code)

415-255-3693

Section 6 – Paying State Agency**Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

Department of Rehabilitation

UNIT/SECTION

SFDO 230/00

MAILING ADDRESS

455 Golden Gate Ave., Suite 7727

FAX

415-597-5810

TELEPHONE (include area code)

415-805-1285

CITY

San Francisco

STATE

CA

ZIP CODE

94102

E-MAIL ADDRESS

liezel.taube@dor.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

BOARD RESOLUTION

DR 324 (New 01/94) Computer Generated

Original

Amendment # _____

FULL Name of Corporation or Public Agency

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation, and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person:

Name of Person Authorized to Sign Agreement	Title of Person Authorized to Sign Agreement


of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute said agreement and all amendments there to, except to increase the financial liability of said corporation or public agency.

CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

Address Where Board Meeting Held

Date of Board Meeting	Signature of Recording Secretary	Date Signed
		

Save As

Print

Reset Form

CONTRACT COMPARISON SHEET

Contractor: City & County of San Francisco Dept. of Behavioral Health Services

Program Goals	Current	2022 / 2023	2023 / 2024	2024 / 2025	Over/Under	3 Yr Total
Unduplicated Participants		200	300	378	100	878
Services to be Provided	Current	2022 / 2023	2023 / 2024	2024 / 2025	Over/Under	3 Yr Total
Services Service Goals:						
Intermediary Support Services		200	300	378	100	878
Total Budget Category Costs						
Budgets	Current	2022 / 2023	2023 / 2024	2024 / 2025	Over/Under	3 Yr Total
Rehabilitation Team FTE					0.00	0.00
Rehabilitation Team Cost					\$ -	\$ -
Case Services Dollars					\$ -	\$ -
Case Service Contracts					\$ -	\$ -
Service Budget Payment	\$ -	\$263,811	\$263,811	\$263,811	\$ -	\$ 791,433.00
Cert Expense Total					\$ -	\$ -
Total Contract	\$ -	\$ 263,811	\$ 263,811	\$ 263,811	\$ -	\$ 791,433.00
Cash Match Total					\$ -	\$ -

If you have substantial changes, please explain: Newly developed contract to satisfy RSA regulation compliance. Case Service dollars from previous DOR Budget in the amount of \$173,411 reallocated to this contract in addition to the previous budget of \$90,400 creating budget total of \$263,811.

San Francisco Department of Public Health (SFDPH)
Community Behavioral Health Services
State Vocational Rehabilitation Services Program
BUDGET JUSTIFICATION
July 1, 2022 to June 30, 2023

A.	PERSONNEL	
B.	MANDATORY FRINGE	
1.	0.59 2593 - Health Program Coordinator III	
	Annual Salary \$190,090 x 0.59 FTE for 12 months =	\$112,153
	1.0 2587 - Health Worker III	
	Annual Salary \$137,214 x 1.00 FTE for 12 months =	\$137,214
	Total Salaries	\$249,367
	TOTAL PERSONNEL:	\$249,367
C.	TRAVEL	\$0
D.	EQUIPMENT	\$0
E.	SUPPLIES	\$0
F.	CONTRACTUAL	\$0
G.	OTHER	\$0
	TOTAL DIRECT COSTS	\$249,367
H.	INDIRECT COSTS (5.79% of total direct costs)	\$14,444
	TOTAL BUDGET:	\$263,811

San Francisco Department of Public Health (SFDPH)
 Community Behavioral Health Services
 State Vocational Rehabilitation Services Program
BUDGET JUSTIFICATION
 July 1, 2023 to June 30, 2024

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D.	MANDATORY FRINGE	
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	Annual Salary \$190,090 x 0.59 FTE for 12 months =	\$112,153
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	TOTAL PERSONNEL:	\$249,367
C.	TRAVEL	\$0
D.	EQUIPMENT	\$0
E.	SUPPLIES	\$0
F.	CONTRACTUAL	\$0
G.	OTHER	\$0
	TOTAL DIRECT COSTS	\$249,367
H.	INDIRECT COSTS (5.79% of total direct costs)	\$14,444
	TOTAL BUDGET:	\$263,811

San Francisco Department of Public Health (SFDPH)
Community Behavioral Health Services
State Vocational Rehabilitation Services Program
BUDGET JUSTIFICATION
July 1, 2024 to June 30, 2025

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E.	SUPPLIES	\$0
F.	CONTRACTUAL	\$0
G.	OTHER	\$0
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H.	INDIRECT COSTS (5.79% of total direct costs)	\$14,444
	TOTAL BUDGET:	\$263,811

**STATE OF CALIFORNIA
SERVICE BUDGET**

DEPARTMENT OF REHABILITATION

Contractor Name and Address		Contract Number			Federal ID Number			Page X of X			
City & County of San Francisco					94-6000417			1 of 1			
Department of Public Health - Behavioral Health Services		Budget Period			Budget Period			Budget Period			
1380 Howard Street, Room 208d		July 1, 2022 - June 30, 2023			July 1, 2023 - June 30, 2024			July 1, 2024 - June 30, 2025			
San Francisco, CA 94103		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	Totals
1	Vocational Coordinator (1 FTE= 40 hours/week, 12 months/year)	\$190,090.00	0.59	\$112,153	\$190,090.00	0.59	\$112,153	\$190,090.00	0.59	\$112,153	\$336,459.30
2	Health Worker III (1 FTE = 40 hours/week, 12 months/year)	\$137,214.00	1.00	\$137,214	\$137,214.00	1.00	\$137,214	\$137,214.00	1.00	\$137,214	\$411,642.00
3											
4											
5											
18	Subtotal			\$249,367			\$249,367			\$249,367	\$748,101.30
19	OPERATING EXPENSES										
20											
21											
23											
24											
25											
26											
27	Operating Subtotal										
28	Personnel and Operating Subtotal			\$249,367			\$249,367			\$249,367	\$748,101.30
29	Indirect Rate Percentage			5.79%			5.79%			5.79%	
30	Indirect Cost			\$14,444			\$14,444			\$14,444	\$43,333.02
	TOTAL (rounded to nearest dollar)			\$263,811			\$263,811			\$263,811	\$791,434.32

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: 4/22/2022

SUBJECT: Grant Accept and Expend

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

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): **Form 324- State of California Board Resolution Form**
Note: The State of California has requested this form to be signed by the San Francisco Board of Supervisors. This form will inform the State of California that San Francisco has authority to enter into an agreement with California Department of Rehabilitation. This Board Resolution Form allows that authority.

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