# 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.