

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	25-0882
Introduction Date	5/14/25
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** May 14, 2025

**Subject** Amendment to Service Agreement – Trustees of the California State University – Community Schools and Student Services Department

**Ask of the Board** ☒ Approve Amendment  
☐ Ratify Amendment

**Description of the Changes**  
(What are the changes? Why are they needed?)

On November 3, 2023, the District and the Trustees of the California State University entered into a Service Agreement (CSU Service Agreement Number V23-0003; Service Provider 0000011633) for the District to provide placement of school-based mental health service provider interns from CSU San Francisco in District schools and for associated services with the District to receive an amount not exceed \$399,500.00 for the term of January 1, 2023 thorough December 31, 2024. This amendment will continue this work as described in therein with the District receiving an additional \$270,000.00 and extending the term through December 31, 2025.

**Change to Not-To-Exceed Amount & Funding Source(s), If Any**

District to receive an additional amount not to exceed \$270,000.00, increasing Agreement amount from \$399,500.00 to \$669,500.00

**Attachment(s)**

- Amendment No. 1 to CSU Service Agreement Number V23-0003
- Original Service Agreement, Board Enactment No. 24-1036

# SERVICE AGREEMENT

SERVICE AGREEMENT NUMBER <b>V23-0003</b>	AM. NO. <b>1</b>
SERVICE PROVIDER IDENTIFICATION NUMBER <b>0000011633</b>	

THIS AGREEMENT, made and entered into this **February 21, 2025**, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called CSU or the University

SERVICE PROVIDER'S NAME

**Oakland Unified School District**

, hereafter called "Service Provider" or "OUSD"

WITNESSETH: That the Service Provider for and in consideration of the covenants, conditions, agreements, and stipulation of the University hereinafter expressed, does hereby agree to furnish to the University services and materials as follows:

Amendment #1

The Parties agree to amend the Agreement as follows:

1. The additional Rider C shall be incorporated into this Agreement Amendment:  
Rider C: OUSD Scope of Work & Project Budget Narrative, January 2025-December 2025
2. Total payments under this Agreement shall be increased by Two Hundred and Seventy Thousand dollars (\$270,000.00). Total payments not to exceed Six Hundred and Sixty-Nine Thousand, Five Hundred dollars (\$669,500.00) inclusive of travel and expenses, which shall only be reimbursed in accordance with the CSU Travel Policy (<https://calstate.policystat.com/policy/10485892/latest/>).
3. This Amendment shall become effective January 1, 2025 with the revised term end date extended to December 31, 2025.
4. All other terms and condition of the original Agreement shall remain in full force and effect.

## OAKLAND UNIFIED SCHOOL DISTRICT 24 MONTH YEAR 3 ESTIMATED BUDGET OVERVIEW

\$ 160,000	Stipend, MFT, CMH, School Counseling Interns who commit to fieldwork in OUSD, including supplemental stipends for bilingual candidates.
\$5,000	40 interns @ \$4,000-\$5,000 Compensate OUSD School Counselors/MH Supervisors who take on a graduate intern in school counseling or MFT, CMH, MSW
\$95,000	Provide clinical supervision to graduate interns and post-grads who are pre-licensure and build capacity for institutionalized internal capacity for OUSD mental health services
\$8,000	Stipends for grant coordinators
\$2,000	Promotional materials for intern recruitment, supplies for interns (books, art supplies)
\$270,000	Total


The University Contact for this Agreement is Joshua David Calder, Administrative Analyst/Specialist, Research & Sponsored Programs, Phone: (415) 405-3575, E-mail: [jdcalders@sfsu.edu](mailto:jdcalders@sfsu.edu).

The Service Provider shall submit all invoices to San Francisco State University, Document Control, 1600 Holloway Avenue, ADM 358, ATTN: Fiscal Services, San Francisco, CA 94132 or [fcalsvcs@sfsu.edu](mailto:fcalsvcs@sfsu.edu) for approval. All invoices shall refer to the agreement number / PO number. Payment will be made within thirty (30) days of receipt of an undisputed invoice.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the last date written below.

UNIVERSITY		SERVICE PROVIDER	
Trustees of the California State University		Oakland Unified School District	
BY (AUTHORIZED SIGNATURE)	DocuSigned by: Yuri Kasinsky DATE 05/08/2025   12:01 PM PDT	BY (AUTHORIZED SIGNATURE)	DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Yuri Kasinsky, Associate Procurement Director		PRINTED NAME AND TITLE OF PERSON SIGNING	
REQUESTING DEPARTMENT ORSP		COMPANY ADDRESS:	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 270,000.00		CONTACT PERSON: (If different from the signatory person) EMAIL: PHONE:	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 669,500.00			

Approved As To Form by OUSD Legal Department

 05/07/25  
\_\_\_\_\_  
Roxanne De La Rocha, Staff Attorney

## **Service Agreement V23-0003, Amendment 1, Rider C**

### **OUSD/SF State:**

#### **Equity and Justice-Focused School-Based Mental Health Training Project**

##### **Scope of Work**

#### **Clinical Supervisors**

OUSD contracted clinical supervisors will provide culturally competent, trauma informed clinical supervision to pre-mental health professional trainees including School Social Work, School Counseling, Professional Clinical Counseling, and Marriage and Family Therapy graduate level students to ensure they are able to work towards their program goals, can provide quality services to high need students across OUSD regardless of existing supervision opportunities. Clinical supervisors will also provide supervision to existing pre-licensure OUSD staff to develop a pipeline of licensed supervisors who can later be fieldwork/clinical supervisors for our pre-mental health trainees.

#### **Fieldwork Site Supervisors**

OUSD employed staff who host school counseling or clinical interns are responsible for providing them a robust fieldwork experience, ensure they have access to a sufficient number of clients for their program goals, be available for crises or student consultation, provide a minimum 1 hour of weekly supervision, be the intern's liaison to their school community and OUSD as needed.

#### **Grant Coordinators**

Heather Graham, Coordinator of the Mental Health Internship Program for the Behavioral Health Unit and Elizabeth Paniagua, Post Secondary Wellness Coordinator for OUSD will communicate regularly with SF State Counseling Department as it relates to the grant coordination and collaboration. They will also ensure interns are serving high need students/schools and supported on-site and in clinical supervision to provide high quality services for OUSD students. Grant coordinators will also work with OUSD Talent and the fiscal department around intern onboarding, stipend processing, and strengthening pathways for job opportunities in OUSD. Grant coordinators ensure there is a smooth recruitment process for interns and work to ensure stipend and pathway opportunities are communicated effectively.

## OUSD PROJECT BUDGET NARRATIVE

### January 2025-December 2026

Per sponsor, grant will not be continuing passed 12/31/2025, so this amendment is only adding funds of \$270,000 for YR 3 up to 12/31/2025.

Contractual Services & Consultant Fees	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Oakland Unified School District	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$1,350,000

***Oakland Unified School District Contract:*** We have been funded to allocate the following to OUSD: a total of \$270K annually, \$540,000 for 24 months and \$1,350,000 over five years which is based on the original funded award. Please see below for the original narrative:

a) 45 school-based mental health trainee stipends @ \$4K-\$8K each receiving \$4000-\$8000 per intern depending on language capacity, number of days in the field and years serving in OUSD) to trainees from training programs other than SFSU who commit to the project training and payback requirements, totaling \$160K annually and \$800K over five years; b) compensation for those supervising school-based mental health fieldwork graduate students in high-need schools @ \$15K annually and \$75K over five years; c) funds for clinical supervision for stipend trainees and post-graduates who are pre-licensure to build school-based mental health provider capacity @ \$60K annually and \$300K over five years; d) funds for professional development, mentoring/affinity spaces for trainees that identify as Black, Indigenous, and/or a Person of Color, and for supporting classified staff to access graduate level mental health training @ \$30K annually and \$150K over five years; and e) \$5K annually and \$25K over five years for promotional materials for intern recruitment and supplies for trainees including technology, books, and art supplies.

Our revised budget for January 2025-December 2026 is as follows:

Item	Description	24 Months
Stipends for graduate interns (80 over two years)	Stipend, MFT, CMH, School Counseling Interns who commit to fieldwork in OUSD, including supplemental stipends for bilingual candidates 40 interns @ \$4,000-\$5,000 / year or 80 over 2 years	\$320,000
Compensation for supervising school counselors	Compensate OUSD School Counselors/MH Supervisors who take on a graduate intern in school counseling or MFT, CMH, MSW	\$10,000
Clinical Supervision and Capacity Building	Provide clinical supervision to graduate interns and post-grads who are pre-licensure and build capacity for institutionalized internal capacity for OUSD mental health services	\$190,000
Grant Coordination	Stipends for grant coordinators	\$16,000
Supplies	Promotional materials for intern recruitment, supplies for interns (books, art supplies)	\$4,000
	<b>Total</b>	<b>\$540,000</b>



**UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE OF PLANNING, EVALUATION, AND POLICY DEVELOPMENT**

April 29, 2025

Molly Strear

SAN FRANCISCO STATE UNIVERSITY

**Notice of Non-Continuation of Grant Award**

Dear Molly Strear:

This letter provides notice that the United States Department of Education has determined not to continue your federal award, S184X230064, in its entirety, effective at the end of your current grant budget period. *See, inter alia*, 34 C.F.R. § 75.253(a)(5) and (f)(1).

Continuation requires “a determination from the Secretary that continuation of the project is in the best interest of the Federal Government.” *Id.* The Department has undertaken a review of grants and determined that the grant specified above provides funding for programs that reflect the prior Administration’s priorities and policy preferences and conflict with those of the current Administration, in that the programs: violate the letter or purpose of Federal civil rights law; conflict with the Department’s policy of prioritizing merit, fairness, and excellence in education; undermine the well-being of the students these programs are intended to help; or constitute an inappropriate use of federal funds. The grant is therefore inconsistent with, and no longer effectuates, the best interest of the Federal Government and will not be continued.

Pursuant to 34 C.F.R. § 75.253(g), you may request reconsideration of this decision. To do so, you must submit information and documentation supporting your position, in writing, within 30 calendar days of the date of this non-continuation grant award notice. Requests for reconsideration must be sent by email or first-class mail and addressed to:

Hayley Sanon  
Acting Assistant Secretary for Elementary and Secondary Education  
Office of Elementary and Secondary Education  
U.S. Department of Education  
[OESEGrants@ed.gov](mailto:OESEGrants@ed.gov)  
400 Maryland Ave. SW

400 MARYLAND AVE., S.W., WASHINGTON, DC 20202  
[www.ed.gov](http://www.ed.gov)

Washington, DC 20202

Your request for reconsideration should set forth your basis for disagreeing with the Department's decision not to make a continuation award and include any relevant supporting documentation. *See* 34 C.F.R. § 75.253(g) and 2 C.F.R. § 200.342. Grantees will not be offered a no-cost extension consistent with the Department's discretionary authority under 34 C.F.R. § 75.253(h) and 2 C.F.R. § 200.308(g)(2).

You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344-46 and your award agreement. Those responsibilities include, but are not limited to, your obligation to "promptly refund any unobligated funds" that have been paid out but "are not authorized to be retained." *See* 2 C.F.R. § 200.344(g). Failure to do so will result in the Department filing a report documenting your "material failure to comply with the terms and conditions of" this award on SAM.gov and taking any other appropriate enforcement actions, which could impact your eligibility for future grants and may result in additional liabilities. *See id.* § 200.344(i). Additionally, under 2 C.F.R. § 200.344(b), you are required to submit all final reports by no later than 120 calendar days after the end of the grant period of performance. Finally, we also remind you of your responsibility to retain all Federal award records for three years from the date of submission of your final financial report. *See* 2 C.F.R. § 200.334

Sincerely,

A handwritten signature in blue ink, appearing to read 'Murray Bessette', followed by a horizontal line.

Murray Bessette  
Office of Planning, Evaluation, and Policy Development  
400 Maryland Ave. SW  
Washington, DC 20202

400 MARYLAND AVE., S.W., WASHINGTON, DC 20202  
[www.ed.gov](http://www.ed.gov)

## Certificate Of Completion

Envelope Id: 036298D4-82A8-4438-AB5A-37214CF30E1D

Status: Completed

Subject: Complete with Docusign: REVISED\_Service Agreement V23-0003-1 ~ OUSD\_050125 /PI Molly Strear 30158000

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Rain Lee

AutoNav: Enabled

1600 Holloway Ave

Envelopeld Stamping: Enabled

Administration 17A

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

San Francisco, CA 94132

rainyuen@sfsu.edu

IP Address: 69.181.125.240

## Record Tracking

Status: Original

Holder: Rain Lee

Location: DocuSign

5/8/2025 11:42:17 AM

rainyuen@sfsu.edu

## Signer Events

### Signature

### Timestamp

Yuri Kasinsky

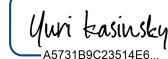
yurik@sfsu.edu

Associate Procurement Director

San Francisco State University

Security Level: Email, Account Authentication (Optional)

DocuSigned by:

  
A5731B9C23514E6...

Sent: 5/8/2025 11:48:40 AM

Viewed: 5/8/2025 12:00:39 PM

Signed: 5/8/2025 12:01:50 PM

Signature Adoption: Pre-selected Style

Using IP Address: 130.212.140.200

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

## Witness Events

### Signature

### Timestamp

## Notary Events

### Signature

### Timestamp

## Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

5/8/2025 11:48:40 AM

Certified Delivered

Security Checked

5/8/2025 12:00:39 PM

Signing Complete

Security Checked

5/8/2025 12:01:50 PM

Completed

Security Checked

5/8/2025 12:01:50 PM

## Payment Events

### Status

### Timestamps



Board Office Use: Legislative File Info.	
File ID Number	23-2600
Introduction Date	5/22/24
Enactment Number	24-1036
Enactment Date	5/22/2024 er



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** May 22, 2024

**Subject** Service Agreement – Trustees of the California State University – Community Schools and Student Services Department

**Ask of the Board** ☒ Approve Service Agreement  
☐ Ratify Services Agreement

**Description of Services & Background** The District will increase the supply of school-based mental health services providers with expertise in evidence-based and inclusive practices the support youth with diverse identities and backgrounds. This will be accomplished through management and distribution of school-based mental health trainee stipends, compensation for those supervising school-based mental health fieldwork graduate students in high-need schools, funds for clinical supervision for stipend trainees and post-graduates, and funds for professional development and mentoring/affinity spaces for trainees.

**Term** Start Date: July 1, 2023  
End Date: December 31, 2024

**Not-To-Exceed Amount** District to receive an amount not-to-exceed \$399,500.00

**Funding Source(s)** N/A District receiving funds

**Competitively Bid** ☐ Yes ☒ No  
If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$109,300, list the exception(s) that applies (requires Legal approval and may require a resolution):

District In-Kind Contributions	None
Specific Outcomes	As a result of these services, students at high-need schools will have increased access to school-based mental health services.
SPSA Alignment (required if using State or Federal Funds)	<div><input type="checkbox"/> Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: _____</div> <div><input type="checkbox"/> Action Item added as modification to Board Approved SPSA. If so, school site <u>must submit</u> the following documents to the Strategic Resource Planning for approval through the Escape workflow process:<ul style="list-style-type: none"><li>• Meeting announcement for meeting in which the SPSA modification was approved.</li><li>• Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.</li><li>• Sign-in sheet for meeting in which the SPSA modification was approved.</li></ul></div>
Attachment(s)	<ul style="list-style-type: none"><li>• Service Agreement V23-0003</li><li>• Rider A: CSU General Provisions for Service Acquisitions</li><li>• Rider B: Grant and Budget Narratives and US Department of Education Grant Award Notification</li></ul>
Waiver Attachments (if applicable)	<div><input type="checkbox"/> Written confirmation of Commercial General Liability Insurance waiver</div> <div><input type="checkbox"/> Written confirmation of Workers' Compensation Insurance waiver.</div> <div><input type="checkbox"/> Written confirmation of Tuberculosis Screening wavier.</div> <div><input type="checkbox"/> Written confirmation of Fingerprinting/Criminal Background Investigation waiver.</div>

# SERVICE AGREEMENT

SERVICE AGREEMENT NUMBER <b>V23-0003</b>	AM. NO.
SERVICE PROVIDER IDENTIFICATION NUMBER <b>0000011633</b>	

THIS AGREEMENT, made and entered into this **November 3, 2023**, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called CSU or the University

SERVICE PROVIDER'S NAME

**Oakland Unified School District**

, hereafter called "Service Provider" or "OUSD"

WITNESSETH: That the Service Provider for and in consideration of the covenants, conditions, agreements, and stipulation of the University hereinafter expressed, does hereby agree to furnish to the University services and materials as follows:

The Service Provider is to provide a partnership with high-need LEAs (school districts) to increase the supply of school-based mental health services providers with expertise in evidence-based and inclusive practices that support youth with diverse identities and backgrounds through management and distribution of:

- school-based mental health trainee stipends
- compensation for those supervising school-based mental health fieldwork graduate students in high-need schools
- funds for clinical supervision for stipend trainees and post-graduates
- funds for professional development, mentoring/affinity spaces for trainees

for San Francisco State University. Service Provider shall provide the services necessary in accordance with the following documents, which by this reference are incorporated herein and made part of this Agreement.

Rider A: CSU General Provisions for Service Acquisitions Date: 5/15/2020

Rider B: Service Provider's US Department of Education GRANT AWARD NOTIFICATION PR/AWARD  
NUMBER S184X230064, Date 10/4/2023

In the event of a conflict between the documents comprising this Agreement, the documents shall govern in the order of precedence as ranked above, unless otherwise explicitly stated herein. Any terms and conditions on this cover page shall take precedence over the above incorporated terms.

The term of this Agreement shall be: 07/01/2023 - 12/31/2024.

## OAKLAND UNIFIED SCHOOL DISTRICT 18 MONTH YEAR 1-2 ESTIMATED BUDGET OVERVIEW



\$252,500	on stipends for graduate level interns/trainees serving in OUSD x 45 interns receiving \$4,000-\$8,000 per intern depending on language capacity, number of days in the field & years serving in OUSD
\$10,000	on stipends to compensate OUSD School Counselors/MH Supervisors who take on a graduate intern in school counseling or MFT, CMH, MSW
\$110,000	for clinical supervision provided to graduate interns and post-grads who are pre-licensure and build capacity for institutionalized internal capacity for OUSD mental health services
\$12,000	on stipends for grant coordinators
\$10,000	on targeted support for BIPOC trainees/interns
\$5,000	on supplies to support counseling services
\$399,500	Total

Total payments under this Agreement shall not exceed Three Hundred and Ninety-nine Thousand, Five Hundred dollars (\$399,500.00), inclusive of travel and expenses, which shall only be reimbursed in accordance with the CSU Travel Policy (<https://calstate.policystat.com/policy/10485892/latest/>).

The University Contact for this Agreement is Joshua David Calder, Administrative Analyst/Specialist, Research & Sponsored Programs, Phone: (415) 405-3575, E-mail: [jdcaldersfsu@csu.edu](mailto:jdcaldersfsu@csu.edu).

The Service Provider shall submit all invoices to San Francisco State University, Document Control, 1600 Holloway Avenue, ADM 358, ATTN: Fiscal Services, San Francisco, CA 94132 or [fcalsvcs@sfsu.edu](mailto:fcalsvcs@sfsu.edu) for approval. All invoices shall refer to the agreement number / PO number. Payment will be made within thirty (30) days of receipt of an undisputed invoice.


IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the last date written below.

UNIVERSITY		SERVICE PROVIDER	
<b>Trustees of the California State University</b>		<b>Oakland Unified School District</b>	
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
	04/25/2024		4/26/2024
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
<b>Yuri Kasinsky, Associate Procurement Director</b>			
REQUESTING DEPARTMENT		COMPANY ADDRESS:	
ORSP			
AMOUNT ENCUMBERED BY THIS DOCUMENT		CONTACT PERSON: <i>(If different from the signatory person)</i>	
\$ 399,500.00		EMAIL:	
		PHONE:	
TOTAL AMOUNT ENCUMBERED TO DATE			
\$ 399,500.00			

Approved as to form:



**Diane S. Bettencourt**  
**Director of Procurement & Support Services**  
**California State University, San Francisco**



**Roxanne M. De La Rocha**  
**Staff Attorney**  
**Oakland Unified School District**



**Benjamin Davis, President, Board of Education**  
**5/23/2024**



**Kyla Johnson Trammell, Secretary, Board of Education**  
**5/23/2024**

## **CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS**

### **1. Commencement of Work**

Service Provider shall not commence work under the Contract until Service Provider has received a fully executed Contract and been given written approval to proceed. Any work performed by Service Provider prior to the date of approval shall be considered as having been performed at Service Provider's own risk and as a volunteer.

### **2. Contract Alterations & Integration**

No alteration or variation of the Contract shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the Parties hereto.

### **3. Severability**

Service Provider and CSU agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both Parties, to the maximum extent reasonable.

### **4. Independent Status**

Service Provider and its employees and agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of CSU or the State of California. While Service Provider may be required by this Contract to carry Worker's Compensation Insurance, in no event shall Service Provider and its employees and agents be entitled to unemployment or workers' compensation benefits from CSU.

### **5. Governing Law**

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California.

### **6. Contractor's Power and Authority**

Service Provider warrants it has full power and authority to enter into this Contract and will hold CSU harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Service Provider shall not enter into any arrangement, agreement or contract with any third party that might abridge any rights of the CSU under this Contract.

### **7. Assignments**

Service Provider shall not assign this Contract, either in whole or in part, without CSU's written consent, which will not be unreasonably withheld.

### **8. Personnel**

Service Provider shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor CSU's requests regarding Service Provider's assignment of its employees. However, Service Provider maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Service Provider is unable to perform due to illness, resignation or other factors beyond Service Provider's control, Service Provider shall use its best effort to provide suitable substitute personnel.

### **9. Waiver of Rights**

Any action or inaction by CSU or the failure of CSU on any occasion to enforce any right or provision of this Contract shall not be a waiver by CSU of its rights hereunder and shall not prevent CSU from enforcing such provision or right on any future occasion. CSU's rights and remedies provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

### **10. Time**

Time is of the essence in the performance of this Contract.

### **11. Entire Contract**

This Contract sets forth the entire agreement between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each Party.

### **12. Appropriation of Funds**

(a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Service Provider agrees to take back any commodities furnished under the Contract and not yet paid for by CSU, terminate

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

any future services and commodities to be supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.

(b) Reserved.

## 13. Cancellation

CSU has the right to cancel this Contract at any time and without future financial obligations in the event of a breach by Service Provider. CSU will provide service provider with written notice and Service Provider shall have thirty (30) days from the receipt of written notice to cure such breach. If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

## 14. Termination for Default

CSU may terminate the Contract and be relieved of the payment of any consideration to Service Provider should Service Provider fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Service Provider under the Contract, and the balance, if any, shall be paid the Service Provider upon demand. Before such termination occurs, CSU shall provide written notice to Service Provider and Service Provider shall have 30 days from the date of receipt to cure such breach.

## 15. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by Service Provider in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Service Provider, CSU may reject the same, and it shall thereupon become Service Provider's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Service Provider fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Service Provider.
- (b) In the event Service Provider fails to make prompt delivery of any item as specified in the Contract, the same conditions as to CSU's right, but not obligation, to purchase in the open market and receive reimbursement from Service Provider, as set forth in (a), above shall apply.
- (c) In the event CSU terminates this Contract, either in whole or in part, for Service Provider's default or breach, Service Provider shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items that Service Provider agreed to supply.
- (d) CSU's rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Contract.

## 16. Warranty

Service Provider warrants that

- (i) deliverables and services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work, if any), and
- (ii) Reserved.

## 17. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Service Provider shall conform to all specific safety requirements contained in this Contract or as required by law or regulation. Service Provider shall take all additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Service Provider's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

## 18. Insurance Requirements

The Service Provider shall not commence Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by the CSU.

### (a) Policies and Coverage.

(1) The Service Provider shall obtain and maintain the following policies and coverage:

- (i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Service Provider and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.
- (ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of the Service Provider and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists
- (iii) Worker's Compensation including Employers Liability Insurance as required by law.

(2) The Service Provider also may be required to obtain and maintain the following policies and coverage:

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

(i) Reserved.

(ii) Other Insurance by agreement between the Trustees and the Service Provider.

(b) Verification of Coverage.

The Service Provider shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Service Provider for all coverage until the Work is accepted as complete. The Trustees reserve the right to require the Service Provider to furnish the Trustees complete, certified copies of all required insurance policies.

(c) Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in this Agreement. The insurance policies shall contain, or be endorsed to contain, the following provisions.

- (1) For the general liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.
- (2) For any claims related to the Work, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- (3) Each insurance policy required by this section shall state that coverage shall not be canceled by either the Service Provider or the insurance carrier, except after thirty (30) Days prior written notice by certified mail, return receipt requested, has been given to the Trustees.
- (4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

(d) Amount of Insurance.

(1) For all projects, the insurance furnished by Service Provider under this Agreement shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

- (i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability  
\$2,000,000 General Aggregate  
\$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.
- (ii) Reserved.
- (iii) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

(2) Reserved.

(a)

\*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance. With the Trustees' approval, the Service Provider may delegate the responsibility to provide this additional coverage to its hazardous materials subcontractor. When the Service Provider returns its signed project construction phase agreement to the Trustees, the Service Provider shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Service Provider shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all CSU requirements. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to the Trustees as soon as the Service Provider fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

(e) Acceptability of Insurers.

Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to the University.

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

## (f) Subcontractor's Insurance.

Service Provider shall ensure that its subcontractors are covered by insurance of the types required by this Contract, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's Work. Service Provider shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained, and approved by the CSU. Only the Service Provider and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials.

## (g) Miscellaneous.

- (1) Any deductible under any policy of insurance required in this Contract shall be Service Provider's liability.
- (2) Acceptance of certificates of insurance by the Trustees shall not limit the Service Provider's liability under the Contract.
- (3) In the event the Service Provider does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Service Provider and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Service Provider.
- (4) If the Trustees are damaged by the failure of Service Provider to provide or maintain the required insurance, the Service Provider shall pay the Trustees for all such damages.
- (5) The Service Provider's obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.
- (6) The Service Provider's liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Service Provider negligence shall be limited to five percent of the Contract.

## 19. General Indemnity

Service Provider shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Service Provider's **negligence or willful misconduct of this Contract**. CSU shall indemnify, defend, and hold harmless the OUSD, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from CSU's negligence or willful misconduct of this Contract.

## 20. Invoices

Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.

- (a) In the event that additional services are required, the Service Provider shall submit invoices in accordance with provisions herein.
- (b) For work of a continuing nature, the Service Provider shall submit invoices in arrears, upon completion of each phase. Service Provider shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.
- (c) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after
  - (i) the performance completion date of services; or
  - (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.
- (d) The consideration to be paid Service Provider, as described within the Contract, shall be in full compensation for all of Service Provider's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## 21. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the Contract number and Service Provider identification number may be returned to Service Provider and may cause delay in payment.

## 22. Use of Data

Service Provider shall not utilize any non-public CSU information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether Service Provider is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by Service Provider pursuant to this Contract is the property of CSU, and shall not be used in any manner by Service Provider unless authorized in writing by CSU. CSU shall not utilize any non-public OUSD information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether the parties are or are not under contract at the time such gain is realized. OUSD specific information contained in the report, survey, or other product developed by CSU pursuant to this Contract is the property of OUSD, and shall not be used in any manner by Service Provider unless authorized in writing by Service Provider.

## 23. Confidentiality of Data

- (a) Service Provider acknowledges the privacy rights of individuals to their personal information that are expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Service Provider shall maintain the privacy of personal information and protected data as confidential information. Service Provider shall not use, disclose, or release confidential information contained in CSU records without full compliance with applicable state and federal privacy laws, and this Contract.



## **CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS**

Service Provider further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records. Service Provider shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with CSU) whose personal information is disclosed by any security breach relating to confidential information resulting from Service Provider's or its personnel's acts or omission. Further, if so, requested

by either party to this contract, Service Provider shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.

- (b) Service Provider further agrees that all financial, statistical, personal, technical and other data and information relating to CSU's operation designated "confidential" by CSU, and not otherwise subject to disclosure under the California Public Records Act, and made available to Service Provider to perform this Contract or which become available to Service Provider while performing this Contract, shall be protected by Service Provider using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Service Provider will notify CSU in writing prior to any such disclosure to give CSU an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Service Provider shall: (1) Notify CSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and
- (c) Service Provider shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Service Provider's obligations under this Contract. Any access, transmission, or storage of protected data outside the United States must be approved in writing by CSU in advance. Service Provider's failure to comply with any provision of this Section shall constitute a material breach of the Contract.

### **24. Information Security Requirements**

- (a) Reserved.
- (b) Reserved.

#### **(c) Personal Security Requirements**

Service Provider shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement related to information security matters only. Service Provider shall not knowingly permit a representative or subcontractor to have access to CSU records, confidential data, or premises of the CSU when such representative or subcontractor has been convicted of a felony.

### **25. Reserved**

### **26. Reserved.**

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

## 27. Examination and Audit

For contracts in excess of \$10,000, Service Provider shall be subject to the examination and audit by:

- (a) the Office of the University Auditor, and
- (b) the California State Auditor, for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045 (c&d), respectively.

## 28. Dispute

Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Service Provider and CSU shall be brought to the attention of Service Provider's Chief Executive Officer (or designee) and CSU's Chief Business Officer (or designee) for resolution. Either Service Provider or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the Parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Service Provider shall continue without delay in performing its responsibilities under this Contract. Service Provider shall accurately and adequately document all service it has performed under this Contract.

## 29. Conflict of Interest

CSU requires a Statement of Economic Interests (California Form 700) to be filed by any Consultant (or Contractor) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any CSU financial interest.

## 30. Follow-On Contracts

No person, firm, or subsidiary thereof who has been awarded a contract for Consulting Services or providing Direction (as provided below) may submit to be awarded a contract for the provision of services, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

- (a) If Service Provider or its affiliates provides Consulting and Direction, Service Provider and its affiliates:
  - (i) shall not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for, or in connection with, any subject of such Consulting and Direction; and
  - (ii) shall not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever is later.
- (b) "Consulting and Direction" means services for which Service Provider received compensation from CSU and includes:
  - (i) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
  - (ii) development or design of test requirements;
  - (iii) evaluation of test data;
  - (iv) direction of or evaluation of another Service Provider;
  - (v) provision of formal recommendations regarding the acquisition of products or services; or
  - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Service Provider. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- (c) Except as prohibited by law, the restrictions of this Section will not apply:
  - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
  - (ii) where CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- (d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

## 31. Endorsement

Nothing contained in this Contract shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

of the other Party. Furthermore, nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

## 32. Covenant Against Gratuities

Service Provider shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Service Provider, or any agent or representative of Service Provider, to any officer or employee of CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CSU in procuring on the open market any items that Service Provider agreed to supply shall be borne and paid for solely by Service Provider. CSU's rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Contract.

## 33. Nondiscrimination

- (a) During the performance of this Contract, Service Provider and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Service Provider and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (b) Service Provider and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Service Provider and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (c) Service Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

## 34. Compliance with NLRB Orders

Service Provider declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against Service Provider within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

## 35. Drug-Free Workplace Certification

Service Provider certifies that Service Provider shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall 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 all of the following:
  - (i) the dangers of drug abuse in the workplace;
  - (ii) the person's or organization's policy of maintaining a drug-free workplace;
  - (iii) any available counseling, rehabilitation and employee assistance programs; and,
  - (iv) penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide that every employee who works on the proposed or resulting Contract:
  - (i) will receive a copy of the company's drug-free policy statement; and,
  - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

Note: Authority Cited: Government Code Section 8350-8357

## 36. Forced, Convict, Indentured and Child Labor

By accepting a contract with CSU, Service Provider:

- (a) certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been 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. Service Provider further certifies it will adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Contract Code Section 6108.
- (b) agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

## 37. Reserved.

## 38. Child Support Compliance Act

For any contract in excess of \$100,000, Service Provider acknowledges in accordance with Public Contract Code Section 7110, that:

- (a) Service Provider recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) Service Provider, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## 39. Americans With Disabilities Act (ADA)

Service Provider warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Service Provider hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Service Provider agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Service Provider further agrees to indemnify and hold harmless CSU from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

## 40. Debarment and Suspension

By accepting a contract with the CSU, Service Provider certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (2 Code Federal Regulations [CFR] 180.220, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).

## 41. Expatriate Corporations

Service Provider declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with CSU by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

## 42. Citizenship and Public Benefits

If Service Provider is a natural person, Service Provider certifies he or she is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

## 43. Loss Leader

Service Provider certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)

## 44. DVBE and Small Business Participation

- (a) If Service Provider has committed to achieve small business (SB) participation it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU: (1) the name and address of the SB(s) who participated in the performance of the Contract; (2) the total amount the prime Service Provider received under the Contract; and (3) the amount each SB received from the prime Service Provider (Govt. Code § 14841.)
- (b) If Service Provider has committed to achieve disabled veteran business enterprise (DVBE) participation, it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU:
  - (1) the name and address of the DVBE(s) who participated in the performance of the Contract;
  - (2) the total amount the prime Service Provider received under the Contract; and
  - (3) the amount each DVBE received from the prime Service Provider. The Service Provider shall also certify that all payments under the Contract have been made to the DVBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

# **CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS**

## **45. Service Provider's Staff**

Service Provider warrants that its staff assigned to performing work under this Contract are legally able to perform such duties in the country where the work is being performed.

## **46. Force Majeure**

- (a) Neither Party shall be liable for any failure to perform its obligations under this Contract for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond the control of the Party whose performance is affected (each, a "Force Majeure Event.").
- (b) The Party claiming Force Majeure shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, provide written notice to the other Party of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event upon such Party's performance under this Contract, it being understood that upon completion of the Force Majeure Event, the Party whose performance was affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Contract.
- (c) Notwithstanding any other term in this Contract, including, but not limited to, the foregoing subsections of this section, during the period of a Force Majeure Event affecting performance by Service Provider, CSU may elect to do all or any of the following:
  - (i) suspend the Contract for the duration of the Force Majeure Event and be relieved of any payment obligation for goods or services not delivered or accepted due to the Force Majeure Event;
  - (ii) obtain elsewhere the goods or services not delivered or accepted due to the Force Majeure Event;
  - (iii) extend the time for Contractor's performance by a period equal to the duration of the Force Majeure Event; and/or
  - (iv) terminate the Contract as to any goods or services not already received with no further financial obligation if the Force Majeure Event continues to exist for more than thirty (30) days.

## **47. COVID-19**

In the event that CSU considers it necessary or prudent to cancel this Contract due to circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, CSU may do so and be relieved of any further financial obligation, risk, or other liability by providing thirty (30) days prior written notice of cancellation to Service Provider. CSU's right to cancel the Contract pursuant to this section shall not be limited or restricted in any manner by any other term or section of this Contract.

## **48. Material Change of Circumstances**

The terms of this Contract are based on conditions in existence on the date that Service Provider commences performance. In the event of a material change in the conditions that adversely affects the ability of Service Provider to perform its obligations, ContractorService Provider shall reasonably cooperate with CSU to minimize the impact from such change in conditions on Contractor's performance and shall, if requested by CSU, negotiate in good faith to adjust the terms of this Contract on a mutually agreeable basis to address the impact of such material change in conditions. This provision shall not limit CSU's ability to avail itself of any rights or remedies provided to CSU by law, equity or any other term of this Contract.

## **ATTACHMENT A**

### **Supplemental Federal Procurement Provisions for Emergency Contracts**

The following federally required contract terms shall be binding on the Parties in the event that this Contract constitutes an emergency purchase, to the degree that they are applicable to this Contract and legally required for CSU to secure public assistance and reimbursement pursuant to federal regulations and the Federal Emergency Management Agency ("FEMA") or any other related Federal funding in relation to this Contract. In the event of any conflict between the terms in this Attachment A and any other term(s) of this Contract, the terms in this Attachment A shall prevail to the degree that they are applicable and legally required for the CSU to secure FEMA public assistance and reimbursement.

*(2 C.F.R. § 200.326; 2 C.F.R., Part 200, Appendix II)*

#### **1. REMEDIES FOR CONTRACTOR'S BREACH** (all contracts in excess of \$250,000)

- a. In the event any deliverables furnished or services provided by Service Provider in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Service Provider, CSU may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Service Provider fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items or services and to deduct the cost of such cover from any moneys due or that may thereafter become due to Service Provider.
- b. In the event Service Provider fails to make prompt delivery of any item or service as specified in the Contract, the same conditions as to CSU's right, but not obligation, to purchase in the open market and receive reimbursement from Service Provider, as set forth in (a) above shall apply.
- c. If the CSU terminates this Contract, either in whole or in part, for Contractor's default or breach, Service Provider shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items or services that Service Provider agreed to supply.
- d. CSU's rights and remedies provided in this Section 1 (Remedies for Contractor's Breach) shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity, or this Contract.

#### **2. TERMINATION FOR CAUSE OR CONVENIENCE**

- a. *Termination for Convenience.* CSU has the right to terminate this Contract at any time and without future financial obligation upon thirty (30) days written notice to Service Provider.
- b. *Termination for Cause.* CSU may terminate the Contract and be relieved of the payment of any consideration to Service Provider should Service Provider fail to perform the covenants contained in this Agreement at the time and in the manner provided in the Agreement. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Service Provider under the Contract, and the balance, if any, shall be paid the Service Provider upon demand.

#### **3. CLEAN AIR ACT** (all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

- a. Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- b. Service Provider agrees to report each violation to the CSU and understands and agrees that the CSU will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Service Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **4. FEDERAL WATER POLLUTION CONTROL ACT** (all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

- a. Service Provider agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
- b. Service Provider agrees to report each violation to the CSU and understands and agrees that the CSU will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Service Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **5. DEBARMENT AND SUSPENSION**

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Service Provider is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. Service Provider must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by CSU. If it is later determined that Service Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CSU, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **6. PROCUREMENT OF RECOVERED MATERIALS** (all contracts for work involving the use of materials)

- a. In the performance of this Contract, Service Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2. Meeting contract performance requirements; or
  - 3. At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. Service Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## **7. ACCESS TO RECORDS**

The following access to records requirements applies to this Contract:

- a. Service Provider agrees to provide CSU, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Service Provider which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Service Provider agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- d. In compliance with the Disaster Recovery Act of 2018, the CSU and the Service Provider acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**8. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS**

Service Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**9. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. Service Provider will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**10. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Service Provider, or any other party pertaining to any matter resulting from the Contract.

**11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Service Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract

**12. EQUAL EMPLOYMENT OPPORTUNITY**

If the Agreement is for "Construction Work," defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services, the following provision shall apply.

During the performance of this Contract, Service Provider agrees as follows:

- a. Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Service Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. Service Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Service Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Service Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and



by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Service Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Service Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Service Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:  
Provided, however, that in the event a Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- i. CSU further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
- j. CSU agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- k. CSU further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, CSU agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**13. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

If the Agreement is for an amount in excess of \$100,000 and involves the employment of mechanics or laborers (e.g., a contract for construction services), the following provision shall apply.

- a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Service Provider and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to

work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- c. *Withholding for unpaid wages and liquidated damages.* CSU shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Service Provider or subcontractor under any such contract or any other Federal contract with the same prime Service Provider, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Service Provider, such sums as may be determined to be necessary to satisfy any liabilities of such Service Provider or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) (2) of this section.
- d. *Subcontracts.* The Service Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Service Provider shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**14. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)**

- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- b. If the Agreement is for an amount in excess of \$100,000, Service Provider must sign and submit to CSU the certification set forth in Attachment B:

**ATTACHMENT B (EMERGENCY CONTRACTS)**  
**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Service Provider \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Service Provider understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

CSU Contractor Number: 0000011633



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Andrea Bustamante, Executive Director Community Schools & Student Services

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

4/26/2024 \_\_\_\_\_ Date

**Post Secondary Readiness Coordinator OUSD/SF State:  
Equity and Justice-Focused School-Based Mental Health Training Project  
Scope of Work**

**Clinical Supervisors**

OUSD contracted clinical supervisors will provide culturally competent, trauma informed clinical supervision to pre-mental health professional trainees including School Social Work, School Counseling, Professional Clinical Counseling, and Marriage and Family Therapy graduate level students to ensure they are able to work towards their program goals, can provide quality services to high need students across OUSD regardless of existing supervision opportunities. Clinical supervisors will also provide supervision to existing pre-licensure OUSD staff to develop a pipeline of licensed supervisors who can later be fieldwork/clinical supervisors for our pre-mental health trainees.

**Fieldwork Site Supervisors**

OUSD employed staff who host school counseling or clinical interns are responsible for providing them a robust fieldwork experience, ensure they have access to a sufficient number of clients for their program goals, be available for crises or student consultation, provide a minimum 1 hour of weekly supervision, be the intern's liaison to their school community and OUSD as needed.

**Grant Coordinators**

Heather Graham, Coordinator of the Mental Health Internship Program for the Behavioral Health Unit and Elizabeth Paniagua, Post Secondary Wellness Coordinator for OUSD will communicate regularly with SF State Counseling Department as it relates to the grant coordination and collaboration. They will also ensure interns are serving high need students/schools and supported on-site and in clinical supervision to provide high quality services for OUSD students. Grant coordinators will also work with OUSD Talent and the fiscal department around intern onboarding, stipend processing, and strengthening pathways for job opportunities in OUSD. Grant coordinators ensure there is a smooth recruitment process for interns and work to ensure stipend and pathway opportunities are communicated effectively.



## OUSD PROJECT BUDGET NARRATIVE

Contractual Services & Consultant Fees	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Oakland Unified School District	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$1,350,000

***Oakland Unified School District Contract:*** We have been funded to allocate the following to OUSD: a total of \$270K annually and \$1,350,000 over five years which is based on the original funded award. Please see below for the original narrative:

a) 45 school-based mental health trainee stipends @ \$4K-\$8K each receiving \$4000-\$8000 per intern depending on language capacity, number of days in the field and years serving in OUSD) to trainees from training programs other than SFSU who commit to the project training and payback requirements, totaling \$160K annually and \$800K over five years; b) compensation for those supervising school-based mental health fieldwork graduate students in high-need schools @ \$15K annually and \$75K over five years; c) funds for clinical supervision for stipend trainees and post-graduates who are pre-licensure to build school-based mental health provider capacity @ \$60K annually and \$300K over five years; d) funds for professional development, mentoring/affinity spaces for trainees that identify as Black, Indigenous, and/or a Person of Color, and for supporting classified staff to access graduate level mental health training @ \$30K annually and \$150K over five years; and e) \$5K annually and \$25K over five years for promotional materials for intern recruitment and supplies for trainees including technology, books, and art supplies.

Due to late award and contractual set-up, the first two years have been revised to comply with the updated performance periods provided by the sponsor.

REVISED Budget:

Item	Description	18 Months
Stipends for graduate interns (45)	Stipend, MFT, CMH, School Counseling Interns who commit to fieldwork in OUSD, including supplemental stipends for bilingual candidates. 45 interns/trainees receiving \$4000-\$8000 per intern depending on language capacity, number of days in the field & years serving in OUSD	\$252,500
Compensation for supervising school counselors	Compensate OUSD School Counselors/MH Supervisors who take on a graduate intern in school counseling or MFT, CMH	\$10,000
Clinical Supervision and Capacity Building	Provide clinical supervision to graduate interns and post-grads who are pre-licensure and build capacity for institutionalized internal capacity for OUSD mental health services	\$110,000
Grant Coordination	Stipends for grant coordinators	\$12,000
External PD for Interns	Offer expanded professional development, mentoring/affinity spaces for BIPOC trainees and training opportunities	\$10,000

Supplies	Promotional materials for intern recruitment, supplies for interns (books, art supplies)	\$5,000
	<b>Total</b>	<b>\$399,500</b>



## GRANT AWARD NOTIFICATION

1	RECIPIENT NAME  San Francisco State University Academic Affairs 1600 Holloway Ave. ADM 471 San Francisco, CA 94132		2	AWARD INFORMATION  PR/AWARD NUMBER      S184X230064 ACTION NUMBER        1 ACTION TYPE            New AWARD TYPE            Discretionary																				
	3	PROJECT STAFF  RECIPIENT PROJECT DIRECTOR Molly Strear                      (415) 338-1718 <a href="mailto:mstrear@sfsu.edu">mstrear@sfsu.edu</a> EDUCATION PROGRAM CONTACT Tawanda Avery                      (202) 987-1782 <a href="mailto:tawanda.avery2@ed.gov">tawanda.avery2@ed.gov</a> EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESK      888-336-8930 <a href="mailto:obsessed@servicenowservices.com">obsessed@servicenowservices.com</a>		4	PROJECT TITLE  84.184X School-based mental health counseling training																			
5	KEY PERSONNEL  <table border="0" style="width:100%"> <tr> <td style="text-align:left"><u>NAME</u></td> <td style="text-align:left"><u>TITLE</u></td> <td style="text-align:left"><u>LEVEL OF EFFORT</u></td> </tr> <tr> <td>Molly Strear</td> <td>Project Director</td> <td>10 %</td> </tr> </table>					<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>	Molly Strear	Project Director	10 %													
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**US Department of Education  
Washington, D.C. 20202**

S184X230064

**GRANT AWARD NOTIFICATION**

PROGRAM TITLE: SAFE AND DRUG-FREE SCHOOLS AND COMMUNITIES - NATIONAL PROGRAMS

CFDA/SUBPROGRAM NO: 84.184X

FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT
0203M	2022	2023	ES000000	B	GCC	MHS	184	4101C	\$1,125,088.00

**10**

PR/AWARD NUMBER: S184X230064

RECIPIENT NAME: San Francisco State University  
Academic Affairs

GRANTEE NAME: SAN FRANCISCO STATE UNIVERSITY  
1600 HOLLOWAY AVE BUILDING NAD ROOM 358C,  
SAN FRANCISCO, CA 94132 - 1722

PROGRAM INDIRECT COST TYPE: Unrestricted

PROJECT INDIRECT COST RATE:

**TERMS AND CONDITIONS**

**(1) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT:**

- 1) THE RECIPIENT'S APPLICATION (BLOCK 2);
- 2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS: 2 CFR PART 180; NONPROCUREMENT DEBARMENT AND SUSPENSION AS ADOPTED AT 2 CFR PART 3485; 2 CFR PART 200 AS ADOPTED AT 2 CFR 3474 (BLOCK 8), AND 34 CFR PARTS 75, 77, 79, 81, 82, 84, 86, 97, 98, 99; AND THE PROGRAM REGULATIONS SPECIFIED IN BLOCK 8; AND
- 3) THE SPECIAL TERMS AND CONDITIONS SHOWN AS ATTACHMENTS IN BLOCK 8 ON THE INITIAL AWARD APPLY UNTIL CHANGED.

THIS AWARD SUPPORTS ONLY THE BUDGET PERIOD SHOWN IN BLOCK 6. IN ACCORDANCE WITH 34 CFR 75.253, THE SECRETARY CONSIDERS, AMONG OTHER THINGS, CONTINUED FUNDING IF:

- 1) CONGRESS HAS APPROPRIATED SUFFICIENT FUNDS UNDER THE PROGRAM;
- 2) THE DEPARTMENT DETERMINES THAT CONTINUING THE PROJECT WOULD BE IN THE BEST INTEREST OF THE GOVERNMENT;
- 3) THE GRANTEE HAS MADE SUBSTANTIAL PROGRESS TOWARD MEETING THE GOALS AND OBJECTIVES OF THE PROJECT;
- 4) THE SECRETARY ESTABLISHED PERFORMANCE MEASUREMENT REQUIREMENTS FOR THE GRANT IN THE APPLICATION NOTICE, THE PERFORMANCE TARGETS IN THE GRANTEE'S APPROVED APPLICATION;
- 5) THE RECIPIENT HAS SUBMITTED REPORTS OF PROJECT PERFORMANCE AND BUDGET EXPENDITURES THAT MEET THE REPORTING REQUIREMENTS FOUND AT 34 CFR 75.118, 2 CFR 200.328 AND 200.329, AND ANY OTHER REPORTING REQUIREMENTS ESTABLISHED BY THE SECRETARY; AND
- 6) THE GRANTEE HAS MAINTAINED FINANCIAL AND ADMINISTRATIVE MANAGEMENT SYSTEMS THAT MEET THE REQUIREMENTS IN 2 CFR 200.302, FINANCIAL MANAGEMENT, AND 2 CFR 200.303, INTERNAL CONTROLS.

IN ACCORDANCE WITH 2 CFR 200.308(c)(2) CHANGES TO KEY PERSONNEL IDENTIFIED IN BLOCK 5 MUST RECEIVE PRIOR APPROVAL FROM THE DEPARTMENT.

THE SECRETARY ANTICIPATES FUTURE FUNDING FOR THIS AWARD ACCORDING TO THE SCHEDULE IDENTIFIED IN BLOCK 6. THESE FIGURES ARE ESTIMATES ONLY AND DO NOT BIND THE SECRETARY TO FUNDING THE AWARD FOR THESE PERIODS OR FOR THE SPECIFIC AMOUNTS SHOWN. THE



**US Department of Education  
Washington, D.C. 20202**

**GRANT AWARD NOTIFICATION**

RECIPIENT WILL BE NOTIFIED OF SPECIFIC FUTURE FUNDING ACTIONS THAT THE SECRETARY TAKES FOR THIS AWARD.

- (2) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN. If subawards are permitted under this grant, and you choose to make subawards, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:
  1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. (See 2 CFR 200.331(a))
  2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
  3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract. (See 2 CFR 200.1)
- (3) The Department conducted a preliminary budget review prior to making awards to ensure that, in general, all costs in the proposed Federal and non-Federal budgets are related to specific project activities and are allowable, allocable, and reasonable to the grant in accordance with the Federal cost principles in 2 CFR part 200, subpart E. The program office will conduct a detailed budget review post-award.

Within 30 days of receiving the results of the Department's detailed budget review, if necessary the grantee must submit a revised Year 1 budget that reallocates any unallowable costs to allowable services and activities. The revised budget must be within the scope of the approved project and must align with all initial goals and objectives of the approved application.

If you wish to request reconsideration of these specific conditions, please send a written notification describing why such conditions should not be imposed on this grant to your Department program officer.

- (4) Unless this grant solely funds research, you must comply with new regulations regarding awards to faith-based organizations (FBOs) that provide beneficiary services under this grant or under a contract you award to provide beneficiary services under this grant. These new regulations clarify the rights of FBOs and impose certain duties on FBOs regarding the referral of beneficiaries they serve. See 34 CFR 75.52, 75.712-75.714, appendix A to part 75, and 2 CFR 3474.15. The Department has established a web page that provides guidance on the new regulations, including FAQs and other implementation tools, which is available at <http://www2.ed.gov/policy/fund/reg/fbc-reg.html>. If you have any questions about these regulations, please contact the Education Program Contact identified in Block 3 of this GAN.
- (5) The grantee may not draw down any Year 2 funds, including any frontloaded funds, until after the grantee has submitted an annual performance report (APR) for the previous year and the program staff has reviewed and accepted the APR and determined that the grantee is making substantial progress towards meeting the objectives of the grant.

If you wish to request reconsideration of these specific conditions, please send written notification describing why such conditions should not be imposed on this grant to your Department program officer.

- (6) Reimbursement of indirect costs is subject to the availability of funds and statutory and regulatory restrictions. The negotiated indirect cost rate agreement authorizes a non-Federal entity to draw down indirect costs from the grant awards. The following conditions apply to the below entities.

A. All entities (other than institutions of higher education (IHE))

The GAN for this grant award shows the indirect cost rate that applies on the date of the initial grant for this project. However, after the initial grant date, when a new indirect cost rate agreement is negotiated, the newly approved indirect cost rate supersedes the indirect cost rate shown on the GAN for the initial grant. This new indirect cost rate should be applied according to the period specified in the indirect cost rate agreement, unless expressly limited under



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**GRANT AWARD NOTIFICATION**

EDGAR or program regulations. Any grant award with an approved budget can amend the budget to account for a change in the indirect cost rate. However, for a discretionary grant award any material changes to the budget which may impact the scope or objectives of the grant must be discussed with the program officer at the Department. See 34 CFR 75.560 (d)(3) (ii) (part 75 of EDGAR).

**B. Institutions of higher education (IHE)**

Under 2 CFR part 200, Appendix III, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), the Department must apply the negotiated indirect cost rate in effect on the date of the initial grant award to every budget period of the project, including all continuation grants made for this project. See 2 CFR Part 200, Appendix III, paragraph C.7. Therefore, the GAN for each continuation grant will show the original indirect cost rate and it applies to the entire period of performance of this project. If the indirect cost rate agreement that is applicable to this grant does not extend to the end of the grant's project period, the indirect cost rate set at the start of the project period must still be applied to the end of project period regardless of the fact that the rate has otherwise expired.

\_\_\_\_\_  
**AUTHORIZING OFFICIAL**

\_\_\_\_\_  
**DATE**

## EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

**For Discretionary, Formula and Block Grants** (See Block 2 of the Notification)

- 1. RECIPIENT NAME** - The legal name of the recipient or name of the primary organizational unit that was identified in the application, state plan or other documents required to be submitted for funding by the grant program.
- 2. AWARD INFORMATION** - Unique items of information that identify this notification.
  - PR/AWARD NUMBER** - A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number." The PR/Award Number is also known as the Federal Award Identifying Number, or FAIN.
  - ACTION NUMBER** - A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"
  - ACTION TYPE** - The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)
  - AWARD TYPE** - The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK. If this award was made under a Research and Development grant program, the terms RESEARCH AND DEVELOPMENT will appear under DISCRETIONARY, FORMULA OR BLOCK.
- 3. PROJECT STAFF** - This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.
  - \*RECIPIENT PROJECT DIRECTOR** - The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.
  - EDUCATION PROGRAM CONTACT** - The U.S. Department of Education staff person responsible for the programmatic, administrative and business management concerns of the Department.
  - EDUCATION PAYMENT CONTACT** - The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.
- 4. PROJECT TITLE AND CFDA NUMBER** - Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.
- 5.\* KEY PERSONNEL** - Name, title and percentage (%) of effort the key personnel identified devotes to the project.
- 6. AWARD PERIODS** - Project activities and funding are approved with respect to three different time periods, described below:
  - BUDGET PERIOD** - A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.
  - PERFORMANCE PERIOD** - The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.
  - \*FUTURE BUDGET PERIODS** - The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.
- 7. AUTHORIZED FUNDING** - The dollar figures in this block refer to the Federal funds provided to a recipient during the award periods.
  - \*THIS ACTION** - The amount of funds obligated (added) or de-obligated (subtracted) by this notification.
  - \*BUDGET PERIOD** - The total amount of funds available for use by the grantee during the stated budget period to this date.
  - \*PERFORMANCE PERIOD** - The amount of funds obligated from the start date of the first budget period to this date.
  - RECIPIENT COST SHARE** - The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.
  - RECIPIENT NON-FEDERAL AMOUNT** - The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.
- 8. ADMINISTRATIVE INFORMATION** - This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.

**UEI/SSN -** The UEI, issued in SAM.gov, is a unique 12 character organization identifier assigned to each recipient for payment purposes. The SSN, issued by the Social Security Administration to individuals, is a nine character identifier for individuals. The Department assigns the SSN as an identifier to individuals who are recipients of Federal financial assistance for payment purposes.

**\*REGULATIONS -** Title 2 of the Code of Federal Regulations(CFR), Part 200 as adopted at 2 CFR 3474; the applicable parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the CFR that govern the award and administration of this grant.

**\*ATTACHMENTS -** Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.

**9. LEGISLATIVE AND FISCAL DATA -** The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.

**FUND CODE, FUNDING YEAR, AWARD YEAR, ORG.CODE, PROJECT CODE, OBJECT CLASS -**

The fiscal information recorded by the U.S. Department of Education's Grants Management System (G5) to track obligations by award.

**AMOUNT -** The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).

**10. TERMS AND CONDITIONS -** Requirements of the award that are binding on the recipient.

**\*PARTICIPANT NUMBER -** The number of eligible participants the grantee is required to serve during the budget year.

**\*GRANTEE NAME -** The entity name and address registered in the System for Award Management (SAM). This name and address is tied to the UEI registered in SAM under the name and address appearing in this field. This name, address and the associated UEI is what is displayed in the SAM Public Search.

**\*PROGRAM INDIRECT COST TYPE -** The type of indirect cost permitted under the program (i.e. Restricted, Unrestricted, or Training).

**\*PROJECT INDIRECT COST RATE -** The indirect cost rate applicable to this grant.

**\*AUTHORIZING OFFICIAL -** The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award

**FOR FORMULA AND BLOCK GRANTS ONLY:**

(See also Blocks 1, 2, 4, 6, 8, 9 and 10 above)

**3. PROJECT STAFF -** The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.

**7. AUTHORIZED FUNDING**

**CURRENT AWARD AMOUNT -** The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.

**PREVIOUS CUMULATIVE AMOUNT -** The total amount of funds awarded under the grant before this action.

**CUMULATIVE AMOUNT -** The total amount of funds awarded under the grant, this action included.

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\* This item differs or does not appear on formula and block grants.

UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
& CHIEF INFORMATION OFFICER

Molly Strear  
San Francisco State University  
Academic Affairs  
1600 Holloway Ave.  
ADM 471

San Francisco, CA 94132

SUBJECT: Payee Verification for Grant Award S184X230064

This is to inform you of the payee for the above listed grant award issued by the United States Department of Education

Grantee UEI/SSN: F4SLJ5WF59F6  
Grantee Name: SAN FRANCISCO STATE UNIVERSITY

Payee UEI/SSN: F4SLJ5WF59F6  
Payee Name: SAN FRANCISCO STATE UNIVERSITY

If any of the above information is not correct, please contact a Payee Customer Support Representative at 1-888-336-8930. Please send all the correspondence relating to the payee or bank information changes to the following address:

U.S. Department of Education  
550 12th Street, SW  
Room 6087  
Washington, DC 20202

Attn: Stephanie Barnes  
Phone: 202-245-8006

## SPECIFIC GRANT TERMS AND CONDITIONS FOR FINANCIAL AND PERFORMANCE REPORTS

### **PERFORMANCE REPORTS:**

**(1) FINAL REPORTS - ALL RECIPIENTS** are required to submit a final performance report within 120 days after the expiration or termination of grant support in accordance with submission instructions provided in box 10 of the Grant Award Notification (GAN), or through another notification provided by the Department of Education (Department) ([2 CFR § 200.329\(c\)](#)).

**(2) ANNUAL, QUARTERLY, or SEMIANNUAL REPORTS - ALL RECIPIENTS** of a multi-year discretionary award must submit an annual Grant Performance Report ([34 CFR § 75.118](#)). The annual performance report shall provide the most current performance and financial expenditure information that is sufficient to meet the reporting requirements of 2 CFR §§ [200.328](#), [200.329](#), and [34 CFR § 75.720](#).

Your education program contact will provide you with information about your performance report submissions, including the due date, as a grant term or condition in box 10 on the GAN, or through another notification provided by the Department. The grant term or condition in box 10 on the GAN or another notification may reflect any of the following:

1. That a performance report is due before the next budget period begins. The report should contain current performance and financial expenditure information for this grant. It will either identify the date the performance report is due or state that the Department will provide additional information about this report, including due date, at a later time.
2. That an interim performance report is required because of the nature of the award or because of statutory or regulatory provisions governing the program under which this award is made, and that the report is due more frequently than annually as indicated, e.g., due quarterly and submitted within 30 days after the end of each quarter, or due semiannually and submitted within 30 days after the end of each 6-month period ([2 CFR § 200.329\(c\)\(1\)](#)).
3. That other reports are required, e.g., program specific reports required in a program's statute or regulation.

### **(3) FINANCIAL REPORTS – SOME RECIPIENTS:**

If a financial report is required, your education program contact will provide you with information about your financial report submission, including the due date, as a grant term or condition in box 10 on the GAN, or through another notification.

A [Standard Form \(SF\) 425 Federal Financial Report \(FFR\)](#) is required if:

1. A grant involves cost sharing, and the ED 524B, which collects cost sharing information, is not submitted or a program-specific report approved by U.S. Office of Management and Budget (OMB) does not collect cost sharing information;
2. Program income was earned;

**GAN ATTACHMENT 2**

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3. Indirect cost information is to be reported and the ED 524B was not used or a program-specific report approved by OMB does not collect indirect cost information;
4. Program regulations or statute require the submission of the FFR; or
5. Specific Award Conditions, or specific grant or subgrant conditions for designation of "high risk," were imposed in accordance with 2 C.F.R. part [200.208](#) and part [3474.10](#) and required the submission of the FFR.

If the FFR is required, the notification may indicate one of the following (see the form and its instructions at [Standard Form \(SF\) 425 Federal Financial Report \(FFR\)](#)):

1. Quarterly - FFRs are required for reporting periods ending on 12/31, 03/31, 06/30, 09/30, and are due within 30 days after each reporting period.
2. Semi-annual - FFRs are required for reporting periods ending on 03/31 and 09/30, and are due within 30 days after each reporting period.
3. Annual - FFRs are required for reporting period ending 09/30, and is due within 30 days after the reporting period.
4. Final - In coordination with the submission of final performance reports, FFRs are due within 120 days after the project or grant period end date (2 CFR [200.328](#)).

When completing an FFR for submission, the following must be noted:

1. *Multiple Grant Reporting Using SF 425A Prohibited:* While the FFR is a governmentwide form that is designed for single grant and multiple grant award reporting, the Department's policy is that multiple grant award reporting is not permitted for Department grants. Thus, a Department grantee that is required to submit an FFR in accordance with any of the above referenced selections must complete and submit one FFR for each of its grants. Do not use the FFR attachment (Standard Form 425A), which is available for reporting multiple grants, for reporting on Department grants. As such, references to multiple grant reporting and to the FFR attachment in items 2, 5 and 10 of the FFR are not applicable to Department grantees. With regards to item 1 of the note found in the FFR Instructions, a grantee must complete items 10(a) through 10(o) for each of its grants. The multiple award, multiple grant, and FFR attachment references found in items 2, 5, 6, before 10(a), in item 10(b), before 10(d), before 10(i) and before 10(l) of the Line Item Instructions for the FFR are not applicable to Department grants.
2. *Program Income:* Unless disallowed by statute or regulation, a grantee will complete item 10(m) or 10(n) in accordance with the options or combination of options as provided in 2 CFR Part [200.307](#). A grantee is permitted, in accordance with 2 CFR Part [200.307](#), to add program income to its Federal share to further eligible project or program objectives, use program income to finance the non-Federal share of the project or program; and deduct program income from the Federal share of the total project costs.
3. *Indirect Costs:* A grantee will complete item 11(a) by listing the indirect cost rate type identified on its indirect cost rate agreement, as approved by its cognizant agency for indirect costs.



A Department grantee that does not have an indirect cost rate agreement approved by its cognizant agency for indirect costs, and that is using the Department approved (beyond the 90-day temporary period) temporary indirect cost rate of 10% of budgeted direct salaries and wages, or the de minimis rate of 10% of modified total direct cost (MTDC) must list its indirect cost rate in 11(a) as a Department Temporary Rate or De Minimis Rate. The de minimis rate of 10% of MTDC consists of:

All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and contracts up to the first \$25,000 of each subaward (i.e., subgrant). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items, including contract costs in excess of \$25,000, may be excluded when necessary to avoid a serious inequity in the distribution of indirect costs (see definition of MTDC at [2 CFR § 200.1](#)).

A training program grantee whose recovery of indirect cost limits indirect cost recovery to 8% of MTDC or the grantees negotiated indirect cost rate, whichever is less in accordance with EDGAR § [75.562 \(c\)](#), must list its rate in 11(a) as a Department Training Grant Rate. The 8% limit does not apply to agencies of Indian tribal governments, local governments, and States<sup>1</sup> as defined in [2 CFR § 200.1](#)

A restricted program grantee must list its rate as a Restricted Indirect Cost Rate in 11(a). A restricted program (i.e., programs with statutory supplement-not-supplant requirements) grantee must utilize a restricted indirect cost rate negotiated with its cognizant agency for indirect costs, or may elect to utilize a restricted indirect cost rate of 8% MTDC if their negotiated restricted indirect cost rate calculated under 34 CFR [75.563](#) and [76.564 – 76.569](#), is not less than 8% MTDC. A State or local government<sup>2</sup> that is a restricted program grantee may not elect to utilize the 8% MTDC rate. Additionally, restricted program grantees may not utilize the de minimis rate, but may utilize the temporary rate until a restricted indirect cost rate is negotiated. If a restricted program grantee elects to utilize the temporary rate, it must list its rate as a Department Temporary Rate in 11(a).

Grantees with indirect cost rates prescribed in program statute or regulation must list their rate as a Rate Required in Program Statute or Regulation in 11(a). Grantees are required to follow program-specific statutory or regulatory requirements that mandate either indirect cost rate type or maximum administrative costs recovery.

For detailed information including restrictions related to temporary, de minimis, training, restricted, and program prescribed indirect cost rates see GAN ATTACHMENT 4.

4. *Supplemental Pages:* If grantees need additional space to report financial information, beyond what is available within the FFR, they should provide supplemental pages. These additional pages must indicate the following information at the top of each page: the PR/Award Number

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<sup>1</sup> Note that a State-funded institution of higher education is not considered a “State government” for these purposes; and a Tribal college or university funded by a federally-recognized Tribe is not considered a Tribe for these purposes.

<sup>2</sup> Note that a State-funded institution of higher education is not considered a “State government” for these purposes.

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also known as the Federal Identifying Number or FAIN, recipient organization, Unique Entity Identifier, Employer Identification Number (EIN), and period covered by the report.

## **AN OVERVIEW OF SINGLE AUDIT REQUIREMENTS OF STATES, LOCAL GOVERNMENTS, AND NONPROFIT ORGANIZATIONS**

This GAN ATTACHMENT is **not** applicable to for-profit organizations. For-profit organizations comply with audit requirements specified in block 10 of their Grant Award Notification (GAN).

### **Summary of Single Audit Requirements for States, Local Governments and Nonprofit Organizations:**

1. Single Audit. A non-Federal entity (a State, local government, Indian tribe, Institution of Higher Education (IHE)<sup>1</sup>, or nonprofit organization) that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200.501, "Audit Requirements," except when it elects to have a program specific audit conducted.
2. Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding research and development (R&D)), and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
3. Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Generally, grant records must be maintained for a period of three years after the date of the final expenditure report ([2 CFR § 200.334](#))
4. Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity.
5. Report Submission. To meet audit requirements of U.S. Office of Management and Budget (OMB) Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (Uniform Guidance), grantees must submit all audit documents required by Uniform Guidance 2 CFR 200.512, including Form SF-SAC: Data Collection Form electronically to the Federal Audit Clearinghouse at:

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<sup>1</sup> As defined under the Higher Education Act of 1965, as amended (HEA) section 101.

<https://facides.census.gov/Account/Login.aspx>.

The audit must be completed, and the data collection form and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information. (2 CFR 200.512)

Grantees are strongly urged to obtain the "OMB Compliance Supplement" and to contact their cognizant agency for single audit technical assistance.

The designated cognizant agency for single audit purposes is "the Federal awarding agency that provides the predominant amount of direct funding to the recipient." Grantees should obtain a copy of the OMB Compliance supplement. This supplement will be instructive to both grantees and their auditors. Appendix III of the supplement provides a list of Federal Agency Contacts for Single Audits, including addresses, phone numbers, fax numbers, and e-mail addresses for technical assistance.

For single audit-related questions, if the U.S. Department of Education is the cognizant agency, grantees should contact the Non-Federal Audit Team in the Department's Office of Inspector General, at [oignon-federalaudit@ed.gov](mailto:oignon-federalaudit@ed.gov). Additional resources for single audits are also available on the Non-Federal Audit Team's website at <https://www2.ed.gov/about/offices/list/oig/nonfed/index.html>. For programmatic questions, grantees should contact the education program contact shown on the Department's GAN.

Grantees can obtain information on single audits from:

The OMB website at [www.omb.gov](http://www.omb.gov). Look under Office of Management and Budget (in right column) then click Office of Federal Financial Management (to obtain OMB Compliance Supplement). The SF-SAC: Data Collection Form can be found at the Federal Audit Clearinghouse at: <https://facides.census.gov/Files/2019-2021%20Checklist%20Instructions%20and%20Form.pdf>.

The American Institute of Certified Public Accountants (AICPA) has illustrative OMB Single Audit report examples that might be of interest to accountants, auditors, or financial staff at [www.aicpa.org](http://www.aicpa.org).

## REQUEST FOR APPROVAL OF PROGRAM INCOME

In projects that generate program income, the recipient calculates the amount of program income according to the guidance given in 2 CFR Part 200.307.

**\*\*\* IF YOU RECEIVED YOUR GRANT AWARD NOTIFICATION ELECTRONICALLY AND YOU ARE SUBJECT TO ANY OF THE RESTRICTIONS IDENTIFIED BELOW, THE RESTRICTION(S) WILL APPEAR IN BOX 10 ON YOUR GRANT AWARD NOTIFICATION AS A GRANT TERM OR CONDITION OF THE AWARD. \*\*\***

Unless checked below as NOT ALLOWED, the recipient may exercise any of the options or combination of options, as provided in 2 CFR Part 200.307, for using program income generated in the course of the recipient's authorized project activities:

\_\_\_\_\_ Not Allowed Adding program income to funds committed to the project by the Secretary and recipient and using it to further eligible project or program objectives;

\_\_\_\_\_ Not Allowed Using program income to finance the non-Federal share of the project or program; and

\_\_\_\_\_ Not Allowed Deducting program income from the total allowable cost to determine the net allowable costs.

### **TRAFFICKING IN PERSONS**

The Department of Education adopts the requirements in the Code of Federal Regulations at 2 CFR [175](#) and incorporates those requirements into this grant through this condition. The grant condition specified in 2 CFR [175.15\(b\)](#) is incorporated into this grant with the following changes. Paragraphs a.2.ii.B and b.2. ii. are revised to read as follows:

“a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

“b.2. ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

Under this condition, the Secretary may terminate this grant without penalty for any violation of these provisions by the grantee, its employees, or its subrecipients.

## FEDERAL FUNDING ACCOUNTABILITY TRANSPARENCY ACT REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

The Federal Funding Accountability and Transparency Act (FFATA) is designed to increase transparency and improve the public's access to Federal government information. To this end, FFATA requires that Department of Education (Department) grant recipients:

1. Report **first-tier subawards** made under Federal grants that are funded at \$30,000 or more that meet the reporting conditions as set forth in this grant award term;
2. Report their executives' compensation for all new Federal grants that are funded at \$30,000 and that meet the reporting conditions as set forth in this grant award term; and
3. Report executive compensation data for their **first-tier subrecipients** that meet the reporting conditions as set forth in this grant award term.

For FFATA reporting purposes, the Department grant recipient is the entity listed in box 1 of the Grant Award Notification.

Only **first-tier subawards** made by the Department grant recipient to its **first-tier subrecipients** and the **first-tier subrecipients'** executive compensation are required to be reported in accordance with FFATA.

*Subaward, Subrecipient, Recipient, Total Compensation, Executives*, and other key terms, are defined within item 5, Definitions, of this grant award term.

This grant award term is issued in accordance with [2 CFR Part 170—Reporting Subaward And Executive Compensation Information](#).

### **1. Reporting of First-tier Subawards -**

#### **a. Applicability and what to report.**

Unless you are exempt as provided item 4, Exemptions, of this grant award term, you must report each obligation that **equals or exceeds \$30,000** in Federal funds for a first-tier subaward to a non-Federal entity or Federal agency.

You must report the information about each obligating action that are specified in the submission instructions posted at [FSRS](#).

#### **b. Where and when to report.**

The Department grant recipient must report each obligating action described in paragraph **1.a.** of this award term to [FSRS](#).

Report subaward information no later than the end of the month following the month in which the subaward obligation was made. For example, if the obligation was made on November 7, 2020, the obligation must be reported by no later than December 31, 2020.

### **2. Reporting Total Compensation of the Department's Grant Recipients' Executives -**

a. *Applicability and what to report.*

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i The total Federal funding authorized to date under this Federal award **equals or exceeds \$30,000;**
- ii In the preceding fiscal year, you received—
  - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards), **and**
  - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); **and,**
  - C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [SEC Investor.gov Executive Compensation](#).)

b. *Where and when to report.*

You must report executive total compensation described in paragraph **2.a.** of this grant award term:

- i As part of your registration profile at [SAM.gov](#).
- ii By the end of the month following the month in which this award is made (for example, if the obligation was made on November 7, 2020 the executive compensation must be reported by no later than December 31, 2020), and annually thereafter.

**3. Reporting of Total Compensation of Subrecipient Executives –**

a. *Applicability and what to report.*

Unless you are exempt as provided in item 4, Exemptions, of this award term, for each first-tier **non-Federal entity** subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i In the subrecipient's preceding fiscal year, the subrecipient received—



- A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards), **and**
  - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); **and**,
  - C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [SEC Investor.gov Executive Compensation](#).)
- b. *Where and when to report.*

You must report subrecipient executive total compensation described in paragraph **3.a.** of this grant award term:

- i. In [FSRS](#). You must include a condition on subawards that requires the subrecipients to timely report the information required under paragraph **3.a.** to you the prime awardee, or in the [SAM.gov](#). Subrecipient executive compensation entered in [SAM.gov](#) by the subrecipient will pre-populate in [FSRS](#), so you do not have to report when subrecipients enter this information in [SAM.gov](#). Subrecipient executive compensation not entered in [SAM.gov](#) by the subrecipient is reported in [FSRS](#) by you the Department grant recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if the subaward obligation was made on November 7, 2020 the subrecipient's executive compensation must be reported by no later than December 31, 2020.

#### **4. Exemptions –**

- a. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  - i. Subawards, and
  - ii. The total compensation of the five most highly compensated executives of any **subrecipient**.

#### **5. Definitions -**

- a. For purposes of this award term:
  - i. Federal *Agency* means a Federal agency as defined at [5 U.S.C. 551\(1\)](#) and further clarified by [5 U.S.C. 552\(f\)](#).
  - ii. Non-Federal *Entity* means all of the following, as defined in [2 CFR part 25](#):

A Governmental organization, which is a State, local government, or Indian tribe;

- A foreign public entity;
  - A domestic or foreign nonprofit organization; and,
  - A domestic or foreign for-profit organization
- iii. *Executive* means officers, managing partners, or any other employees in management positions.
  - iv. *Obligation*, when used in connection with a non-Federal entity's utilization of funds under a Federal award, means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.
  - v. *Subaward*:

This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

The term does not include your procurement of property and services (such as payments to a contractor, small purchase agreements, vendor agreements, and consultant agreements) that are needed for the benefit of the prime awardee to carry out the project or program (for further explanation, see [2 CFR 200.331](#)). For example, the following are not considered subawards:

*Cleaning Vendors*: Vendors that are hired by a grantee to clean its facility.

*Payroll Services Vendors*: Vendors that carryout payroll functions for the grantee.

*Information Technology Vendors*: Vendors that provide IT support to grant staff.

Payments to individuals that are beneficiaries of Federal programs are not considered subawards.

A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

- v. *Subrecipient* means a non-Federal entity or Federal agency that:

Receives a subaward from you (the recipient) under this award; and

Is accountable to you for the use of the Federal funds provided by the subaward.

In accordance with its subaward, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department prime awardee.

- vii. *Recipient* means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See also §200.69 Non-Federal entity.
- viii. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)):

Salary and bonus.

Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

Above-market earnings on deferred compensation which is not tax-qualified.

Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

**SPECIFIC CONDITIONS FOR DISCLOSING  
FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, U.S. Department of Education grantees shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division H, Title V, Section 505 of Public Law 116-260, Consolidated Appropriations Act, 2021.

**PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING  
DURING OFFICIAL FEDERAL GRANT BUSINESS**

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

## **REGISTRATION OF UNIQUE ENTITY IDENTIFIER (UEI) NUMBER AND TAXPAYER IDENTIFICATION NUMBER (TIN) IN THE SYSTEM FOR AWARD MANAGEMENT (SAM)**

The U.S. Department of Education (Department) Grants Management System (G5) disburses payments via the U.S. Department of Treasury (Treasury). The U.S. Treasury requires that we include your Tax Payer Identification Number (TIN) with each payment. Therefore, in order to do business with the Department you must have a registered Unique Entity Identifier (UEI) and TIN number with the SAM, the U.S. Federal Government's primary registrant database. If the payee UEI number is different than your grantee UEI number, both numbers must be registered in the SAM. Failure to do so will delay the receipt of payments from the Department.

A TIN is an identification number used by the Internal Revenue Service (IRS) in the administration of tax laws. It is issued either by the Social Security Administration (SSA) or by the IRS. A Social Security number (SSN) is issued by the SSA whereas all other TINs are issued by the IRS.

The following are all considered [TINs according to the IRS](#).

- Social Security Number "SSN"
- Employer Identification Number "EIN"
- Individual Taxpayer Identification Number "ITIN"
- Taxpayer Identification Number for Pending U.S. Adoptions "ATIN"
- Preparer Taxpayer Identification Number "PTIN"

If your UEI number is not currently registered with the SAM, you can easily register by going to [www.sam.gov](http://www.sam.gov). Please allow 3-5 business days to complete the registration process. If you need a new TIN, please allow 2-5 weeks for your TIN to become active. If you need assistance during the registration process, you may contact the SAM Federal Service Desk at 866-606-8220.

If you are currently registered with SAM, you may not have to make any changes. However, please take the time to validate that the TIN associated with your UEI is correct.

If you have any questions or concerns, please contact the G5 Hotline at 888-336-8930.

## **SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS**

### **1. Requirement for System for Award Management (SAM)**

Unless you are exempted from this requirement under 2 CFR 25.110, you are, in accordance with your grant program's Notice Inviting Applications, required to maintain an active SAM registration with current information about your organization, including information on your immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which you have an active Federal award or an application or plan under consideration by a Federal awarding agency. To remain registered in the SAM database after your initial registration, you are required to review and update your information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.

### **2. Requirement for Unique Entity Identifier (UEI) Numbers**

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that they may not receive a subaward from you unless they provided their UEI number to you.
2. May not make a subaward to a subrecipient when the subrecipient fails to provide its UEI number to you.

### **3. Definitions**

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier (UEI) means the identifier assigned by SAM registration to uniquely identify business entities.
3. Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See 2 CFR 200.86.
4. Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. See 2 CFR 200.92.

5. Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. See 2 CFR 200.93.



## **KEY FINANCIAL MANAGEMENT REQUIREMENTS FOR DISCRETIONARY GRANTS AWARDED BY THE DEPARTMENT OF EDUCATION**

The Department expects grantees to administer Department grants in accordance with generally accepted business practices, exercising prudent judgment so as to maintain proper stewardship of taxpayer dollars. This includes using fiscal control and fund accounting procedures that insure proper disbursement of and accounting for Federal funds. In addition, grantees may use grant funds only for obligations incurred during the funding period.

Title 2 of the Code of Federal Regulations Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," establishes requirements for Federal awards made to non-Federal entities. The Education Department General Administrative Regulations in 34 CFR (EDGAR) 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, and 99 contain additional requirements for administering discretionary grants made by this Department. The most recent version of these regulations may be accessed at the following URLs:

[The Education Department General Administrative Regulations \(EDGAR\)](#)

[2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

The information on page 2, "Selected Topics in Administering Department Discretionary Grants," highlights major administrative requirements of 2 CFR Part 200. In addition, a few of the topics discuss requirements that the Department imposes on its discretionary grantees under EDGAR, Part 75 (Direct Grants). The specific sections of 2 CFR Part 200 and of EDGAR that address the topics discussed are shown in parentheses. The Department urges grantees to read the full text of these and other topics in EDGAR and in 2 CFR Part 200.

Grantees are reminded that a particular grant might be subject to additional requirements of the authorizing statute for the program that awarded the grant and/or any regulations issued by the program office. Grantees should become familiar with those requirements as well, because program-specific requirements might differ from those in 2 CFR Part 200 and in EDGAR.

The Department recommends that the project director and the fiscal management staff of a grantee organization communicate frequently with each other about the grant budget. Doing so will help to assure that you use Federal funds only for those expenditures associated with activities that conform to the goals and objectives approved for the project.

Grantees may direct any questions regarding the topics discussed on page 2, "Selected Topics in Administering Department Discretionary Grants," or about any other aspect of administering your grant award to the Department program staff person named in Block 3 of the Grant Award Notification.

**SELECTED TOPICS IN ADMINISTERING DEPARTMENT DISCRETIONARY GRANTS****I. Financial Management Systems (2 CFR Part 200.302)**

In general, grantees are required to have financial management systems that:

- \* provide for accurate, current, and complete disclosure of results regarding the use of funds under grant projects;
- \* provide adequate source documentation for Federal and non-Federal funds used under grant projects;
- \* contain procedures to determine the allowability, allocability, and reasonableness of obligations and expenditures made by the grantee; and
- \* enable the grantee to maintain effective internal control and fund accountability procedures, e.g., requiring separation of functions so that the person who makes obligations for the grantee is not the same person who signs the checks to disburse the funds for those obligations.

State systems must account for funds in accordance with State laws and procedures that apply to the expenditure of and the accounting for a State's own funds. A State's procedures, as well as those of its subrecipients and cost-type contractors, must be sufficient to permit the preparation of reports that may be required under the award as well as provide the tracing of expenditures to a level adequate to establish that award funds have not been used in violation of any applicable statutory restrictions or prohibitions.

**II. Federal Payment (2 CFR Part 200.305)**

Under this part --

- \* the Department pays grantees in advance of their expenditures if the grantee demonstrates a willingness and ability to minimize the time between the transfer of funds to the grantee and the disbursement of the funds by the grantee;
- \* grantees repay to the Federal government interest earned on advances; and
- \* grantees, generally, must maintain advance payments of Federal awards in interest bearing accounts.

In general, grantees should make payment requests frequently, only for small amounts sufficient to meet the cash needs of the immediate future.

The Department has recently encountered situations where grantees failed to request funds until long after the grantee actually expended its own funds for the costs of its grant. Grantees need to be aware that, by law, Federal funds are available for grantees to draw down for only a limited period of time, after which the funds revert to the U.S. Treasury. In some cases grantees have requested funds too late for the Department to be able to pay the grantees for legitimate costs incurred during their project periods.

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The Department urges financial managers to regularly monitor requests for payment under their grants to assure that Federal funds are drawn from the Department G5 Payment System at the time those funds are needed for payments to vendors and employees.

**III. Personnel (EDGAR §§ 75.511-75.519 and 2 CFR Part 200 Subpart D and E)**

The rules governing personnel costs are located in EDGAR Part 75 and 2 CFR Part 200 Subparts D and E. Part 75 covers issues such as paying consultants with grant funds, prohibiting dual compensation of staff, and waiving the requirement for a full-time project director. The rules clarifying changes in key project staff are located in 2 CFR Part 200.308 (c)(2). General rules governing reimbursement of salaries and compensation for staff working on grant projects are addressed in the cost principles in 2 CFR Part 200 Subpart D and E. In all cases, payments of any type to personnel must be supported by complete and accurate records of employee time and effort. For those employees that work on multiple functions or separately funded programs or projects, the grantee must also maintain time distribution records to support the allocation of employee salaries among each function and separately funded program or project.

**IV. Cost Principles (2 CFR Part 200 Subpart E)**

All costs incurred under any grant are subject to the cost principles found in 2 CFR Part 200 Subpart E. The cost principles provide lists of selected items of allowable and unallowable costs, and must be used in determining the allowable costs of work performed under the grant.

**V. Procurement Standards (2 CFR Part 200.317-327)**

Under 2 CFR Part 200.317, States are required to follow the procurement rules the States have established for purchases funded by non-Federal sources. When procuring goods and services for a grant's purposes, all other grantees may follow their own procurement procedures, but only to the extent that those procedures meet the minimum requirements for procurement specified in the regulations. These requirements include written competition procedures and codes of conduct for grantee staff, as well as requirements for cost and price analysis, record-keeping and contractor compliance with certain Federal laws and regulations. These regulations also require grantees to include certain conditions in contracts and subcontracts, as mandated by the regulations and statutes.

**VI. Indirect Costs (EDGAR §§75.560-564 and 2 CFR Part 200.414)**

In addition to the information presented below, see GAN ATTACHMENT 4 for additional information including restrictions related to temporary, de minimis, training, restricted, and program prescribed indirect cost rates.

**A. Unrestricted Indirect Cost Rate**

To utilize an unrestricted indirect cost rate, a grantee must have an indirect cost agreement with its cognizant agency, submit an indirect cost rate proposal to its cognizant agency for indirect

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costs (cognizant agency) within 90 days after the award of this grant or elect to utilize the de minimis rate under 2 CFR § 200.414(f) or the temporary indirect cost rate (subject to limitations described below).

The grantee must provide proof of its negotiated indirect cost rate agreement to the Department as soon as it has signed such an agreement with its cognizant agency.

#### B. Temporary Indirect Cost Rate

A grantee that does not have a current negotiated indirect cost rate agreement may recover indirect costs at a temporary rate, which is limited to 10% of budgeted direct salaries and wages (See 34 CFR § 75.560(c)); or it may choose not to charge indirect costs to the grant. The temporary rate can only be used for 90 days unless the exceptional circumstances apply under 34 CFR § 75.560(d)(2).

If the grantee has not submitted its indirect cost proposal to its cognizant agency within the 90-day period, it may no longer recover indirect costs utilizing the temporary indirect cost rate until it has negotiated an indirect cost rate agreement with its cognizant agency. Once a grantee obtains a federally recognized indirect cost rate that is applicable to this grant, the grantee may use that indirect cost rate to claim indirect cost reimbursement.

#### C. De minimis Indirect Cost Rate

Institutions of Higher Education (IHEs), federally-recognized Indian Tribes, State and Local Governments<sup>1</sup> receiving less than \$35 million in direct federal funding, and nonprofit organizations, if they do not have a current negotiated (including provisional) rate, and are not subject to the Department's training rate or restricted rate (supplement-not-supplant provisions) may elect to charge a de minimis indirect cost rate of 10% of modified total direct costs (MTDC). This rate may be used indefinitely.

MTDC consists of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and contracts up to the first \$25,000 of each subaward (i.e., subgrant). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items, including contract costs in excess of \$25,000, may be excluded when necessary to avoid a serious inequity in the distribution of indirect costs (see definition of MTDC at 2 CFR § 200.1).

Additionally, the de minimis rate may not be used by grantees that are subject to the Department's training indirect cost rate (34 CFR § 75.562) or restricted indirect cost rate. The de minimis rate may be used indefinitely. However, if a grantee chooses to use the de minimis rate to recover indirect costs, it must do so for all of its Federal awards until such time as the grantee negotiates an indirect cost rate with its cognizant agency. Once a grantee obtains a federally recognized indirect cost rate that is applicable to this grant, the grantee may use that indirect cost rate to claim indirect cost reimbursement.

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<sup>1</sup> Note that a State-funded institution of higher education is not considered a "State government" for these purposes.

**D. Programs with a Supplement-not-supplant requirement (restricted indirect cost rate)**

A restricted program (i.e., programs with statutory supplement-not-supplant requirements) grantee must utilize a restricted indirect cost rate negotiated with its cognizant agency for indirect costs, or may elect to utilize a restricted indirect cost rate of 8% MTDC if their negotiated restricted indirect cost rate calculated under 34 CFR 75.563 and 76.564 – 76.569, is not less than 8% MTDC. A State or local government<sup>2</sup> that is a restricted program grantee may not elect to utilize the 8% MTDC rate. Additionally, restricted program grantees may not utilize the de minimis rate, but may utilize the temporary rate until a restricted indirect cost rate is negotiated.

**E. Training Grant Indirect Cost Rate**

If the grantee is a training grant recipient and is not a State, local, or Tribal government<sup>3</sup>, the grantee must negotiate a rate under 34 CFR 75.562. This provision limits indirect cost recovery to 8% of modified total direct costs or the grantees negotiated indirect cost rate, whichever is less.

The recovery using the training grant indirect cost rate is subject to the following limitations:

- i. The lesser of the 8% indirect cost rate or negotiated indirect cost rate also applies to sub-awards that fund training.
- ii. The 8% limit does not apply to agencies of Indian tribal governments, local governments, and States as defined in 2 CFR § 200.1, respectively.
- iii. Indirect costs in excess of the 8% limit may not be charged directly, used to satisfy matching or cost-sharing requirements, or charged to another Federal award.
- iv. A grantee using the training rate of 8% is required to have documentation available for audit that shows that its negotiated indirect cost rate is at least 8%.

**F. Program-Specific Indirect Cost Rate**

Grantees are required to follow program-specific statutory or regulatory requirements that mandate either indirect cost rate type or maximum administrative costs recovery instead of the general requirements described here.

**VII. Audit Requirements (2 CFR Part 200 Subpart F)**

2 CFR 200 Subpart F requires that grantees that are non-Federal entities (a State, local government, Indian tribe, IHE, or nonprofit organization that carries out a Federal award as a recipient or subrecipient) obtain a non-Federal audit of their expenditures under their Federal grants if the grantee expends more than \$750,000 in Federal funds in one fiscal year. 2 CFR Part 200 Subpart F contains the requirements imposed on grantees for

<sup>2</sup> Note that a State-funded institution of higher education is not considered a “State government” for these purposes.

<sup>3</sup> Note that a State-funded institution of higher education is not considered a “State government” for these purposes; and a Tribal college or university funded by a federally-recognized Tribe is not considered a Tribe for these purposes.

audits done in connection with the law.

The Department recommends hiring auditors who have specific experience in auditing Federal awards under the regulations and the Compliance Supplement.

#### **VIII. Other Considerations**

Some other topics of financial management covered in 2 CFR Part 200 that might affect particular grants include program income (2 CFR Part 200.307), cost sharing or matching (2 CFR Part 200.306), property management requirements for equipment and other capital expenditures (2 CFR Parts 200.313, 200.439).

**MEMORANDUM TO ED DISCRETIONARY GRANTEES**

You are receiving this memorandum to remind you of Federal requirements, found in 2 CFR Part [200](#), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements*, regarding cash drawdowns under your grant account.

For any cash that you draw from your Department of Education (*the Department*) grant account, you must:

- draw down only as much cash as is necessary to meet the immediate needs of the grant project;
- keep to the minimum the time between drawing down the funds and paying them out for grant activities; and
- return to the Government the interest earned on grant funds deposited in interest-bearing bank accounts except for a small amount of interest earned each year that your entity is allowed to keep to reimburse itself for administrative expenses).

In order to meet these requirements, you are urged to:

- take into account the need to coordinate the timing of drawdowns with prior internal clearances (e.g., by boards, directors, or other officials) when projecting immediate cash needs so that funds drawn down from ED do not stay in a bank account for extended periods of time while waiting for approval;
- monitor the fiscal activity (drawdowns and payments) under your grant on a continuous basis;
- plan carefully for cash flow in your grant project during the budget period and review project cash requirements before each drawdown; and
- pay out grant funds for project activities as soon as it is practical to do so after receiving cash from the Department.

Keep in mind that the Department monitors cash drawdown activity for all grants. Department staff will contact grantees who appear to have drawn down excessive amounts of cash under one or more grants during the fiscal quarter to discuss the particular situation. For the purposes of drawdown monitoring, the Department will contact grantees who have drawn down 50% or more of the grant in the first quarter, 80% or more in the second quarter, and/or 100% of the cash in the third quarter of the budget period. However, even amounts less than these thresholds could still represent excessive drawdowns for your particular grant activities in any particular quarter. Grantees determined to have drawn down excessive cash will be required to return the excess funds to the Department, along with any associated earned interest, until such time as the money is legitimately needed to pay for grant activities. If you need assistance with returning funds and interest, please contact the Department's G5 Hotline by calling 1-888-336-8930.

Grantees that do not follow Federal cash management requirements and/or consistently appear on the Department's reports of excessive drawdowns could be:

- subjected to specific award conditions or designated as a "high-risk" grantee [2 CFR Part [200.208](#) and 2 CFR [3474.10](#)], which could mean being placed on a "cash-reimbursement" payment method (i.e., a grantee would experience the inconvenience of having to pay for grant activities with its own money and waiting to be reimbursed by the Department afterwards);

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- subject to further corrective action;
- denied selection for funding on future ED grant applications [EDGAR [75.217\(d\)\(3\)\(ii\)](#)]; and/or
- debarred or suspended from receiving future Federal awards from any executive agency of the Federal government.

You are urged to read 2 CFR Part 200.[305](#) to learn more about Federal requirements related to grant payments and to determine how to apply these requirements to any subgrantees. You are urged to make copies of this memorandum and share it with all affected individuals within your organization.



## THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
  - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
  - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
  - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In particular, remember that:
  - Federal grant funds cannot be used to pay for alcoholic beverages; and
  - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
  - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
  - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.

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- All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
  - A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting- and conference-related expenses.

**MEMORANDUM TO REMIND DEPARTMENT OF EDUCATION GRANTEES OF EXISTING CASH  
MANAGEMENT REQUIREMENTS CONCERNING PAYMENTS**

The Department of Education (Department) requires that its grantees adhere to existing cash management requirements concerning payments and will ensure that their subgrantees are also aware of these policies by providing them relevant information. A grantee's failure to comply with cash management requirements may result in an improper payment determination by the Department in accordance with the [Payment Integrity Information Act \(PIIA\) of 2019](#).

There are three categories of payment requirements that apply to the drawdown of funds from grant accounts at the Department. The first two types of payments are subject to the requirements in the Treasury Department regulations implementing the Cash Management Improvement Act (CMIA) of 1990, 31 U.S.C.6513, and the third is subject to the requirements in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) at 2 CFR part 200,<sup>1</sup> as follows:

1. Payments to a State under programs that are covered by a State's Treasury State Agreement (TSA);
2. Payments to States under programs that are not covered by a TSA; and
3. Payments to other non-Federal entities, including nonprofit organizations and local governments.

**CMIA Requirements Applicable to Programs included in a TSA**

Generally, under the Treasury Department regulations implementing the CMIA, only major assistance programs (large-dollar programs meeting thresholds in 31 CFR § 205.5) are included in a State's written TSA. See 31 CFR § 205, subpart A. Programs included in a TSA must use approved funding techniques and both States and the Federal government are subject to interest liabilities for late payments. State interest liabilities accrue from the day federal funds are credited to a State account to the day the State pays out the federal funds for federal assistance program purposes. 31 CFR § 205.15. If a State makes a payment under a Federal assistance program before funds for that payment have been transferred to the State, Federal Government interest liabilities accrue from the date of the State payment until the Federal funds for that payment have been deposited to the State account. 31 CFR § 205.14.

**CMIA Requirements Applicable to Programs Not Included in a TSA**

Payments to States under programs not covered by a State's TSA are subject to subpart B of Treasury's regulations in 31 CFR § 205. These regulations provide that a State must minimize the time between the drawdown of funds from the federal government and their disbursement for approved program activities. The timing and amount of funds transfers must be kept to a minimum and be as close as is administratively feasible to a State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs. 31 CFR § 205.33(a). States should exercise sound cash management in funds transfers to subgrantees.

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<sup>1</sup> The Department adopted the Uniform Guidance as regulations of the Department at 2 CFR part 3474.

Under subpart B, neither the States nor the Department owe interest to the other for late payments. 31 CFR § 205.33(b). However, if a State or a Federal agency is consistently late in making payments, Treasury can require the program to be included in the State's TSA. 31 CFR § 205.35.

### **Fund transfer requirements for grantees other than State governments and subgrantees**

The transfer of Federal program funds to grantees other than States and to subgrantees are subject to the payment and interest accrual requirements in the Uniform Guidance at 2 CFR § 200.305(b). These requirements are like those in subpart B of the Treasury Department regulations in 31 CFR part 205, requiring that "payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity." 2 CFR § 200.305(b) introduction.

The Federal Government and pass-through entities must make payments in advance of expenditures by grantees and subgrantees if these non-Federal entities maintain, or demonstrate the willingness to maintain, written procedures "that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability." 2 CFR § 200.305(b)(1). If a grantee or subgrantee cannot meet the criteria for advance payments, a Federal agency or pass-through entity can pay that entity through reimbursement. See 2 CFR § 200.305(b)(1) and (4) for more detailed description of the payment requirements and the standards for requiring that payments be made by reimbursement.

Non-Federal entities must maintain advance payments in interest bearing accounts unless certain conditions exist. See 2 CFR § 200.305(b)(8) for those conditions. The requirements regarding interest accrual and remittance follow:

Grantees and subgrantees must annually remit interest earned on federal advance payments except that interest earned amounts up to \$500 per year may be retained for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. 2 CFR § 200.305(b)(9)(i) and (ii).

1. When returning interest through ACH Direct Deposit or Fedwire, grantees must include the following in their return transaction:
  - PMS Account Number (PAN). NOTE: The PAN is the same series of alpha-numeric characters used for payment request purposes (e.g.: C1234G1).
  - PMS document number.
  - The reason for the return (e.g., interest, part interest part other, etc.).
  - An explanation stating that the refund is for interest payable to the Department of Health and Human Services, and the grant number(s) for which the interest was earned.
- a. U.S. Department of Education grantees are generally located and operate domestically and return interest domestically. Below is PSC ACH account information for interest returned

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domestically. For international ACH interest returned, account information is available at: Returning Funds/Interest.

- PSC ACH Routing Number is: 051036706
  - PSC DFI Accounting Number: 303000
  - Bank Name: Credit Gateway - ACH Receiver
  - Location: St. Paul, MN
- b. Service charges may be incurred from a grantee's financial institution when a Fedwire to return interest is initiated. For FedWire returns, Fedwire account information is as follows:
- Fedwire Routing Number: 021030004
  - Agency Location Code (ALC): 75010501
  - Bank Name: Federal Reserve Bank
  - Treas NYC/Funds Transfer Division
  - Location: New York, NY
2. Interest may be returned by check using only the U.S. Postal Service; however, returning interest via check may take 4-6 weeks for processing before a check payment may be applied to the appropriate PMS account.
- a. Interests returned by check are to be mailed (USPS only) to:
- HHS Program Support Center  
PO Box 979132  
St. Louis, MO 63197
- A brief statement explaining the nature of the return must be included.
- b. To return interest on a grant not paid through the PMS, make the check payable to the Department of Health and Human Services, and include the following with the check:
- An explanation stating that the refund is for interest
  - The name of the awarding agency
  - The grant number(s) for which the interest was earned
  - The return should be made payable to: Department of Health and Human Services.
3. For detailed information about how to return interest, visit the PSC Returning Funds/Interest page at: [Returning Funds/Interest](#)

Grantees, including grantees that act as pass-through entities and subgrantees have other responsibilities regarding the use of Federal funds. For example, all grantees and subgrantees must have procedures for determining the allowability of costs for their awards. We highlight the following practices related to the oversight of subgrantee compliance with the financial management requirements in the Uniform Guidance that will assist State grantees (pass-through entities) in meeting their monitoring responsibilities. Under 2 CFR § 200.332, pass-through entities must –

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1. Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.
2. Monitor the performance and fiscal activities of the subrecipient to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

A small number of Department grant programs have program-specific cash management and payment requirements based on the authorizing legislation or program regulations. These program-specific requirements may supplement or override general cash management or payment requirements. If you have any questions about your specific grant, please contact the Education Program Contact listed in Block 3 of your Grant Award Notification.

## RECIPIENTS OF DEPARTMENT OF EDUCATION GRANTS AND COOPERATIVE AGREEMENTS FREQUENTLY ASKED QUESTIONS ON CASH MANAGEMENT

**Q What are the Federal Laws and Regulations Regarding Payments to the States?**

**A** The *Cash Management Improvement Act of 1990 (CMIA)* establishes interest liabilities for the Federal and State governments when the Federal Government makes payments to the States. See 31 U.S.C. 3335 and 6503. The implementing regulations are in Title 31 of the Code of Federal Regulations (CFR), Part 205, [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title31/31cfr205\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title31/31cfr205_main_02.tpl). Non-Federal entities other than States follow the rules on Federal payments set out in 2 CFR 200.305.

**Q What is a Treasury-State Agreement (TSA)?**

**A** A TSA documents the accepted funding techniques and methods for calculating interest agreed upon by the U.S. Department of the Treasury (Treasury) and a State. It identifies the Federal assistance programs that are subject to interest liabilities under the CMIA. The CMIA regulations specify a number of different funding techniques that may be used by a State but a State can negotiate with the Treasury Department to establish a different funding technique for a particular program. A TSA is effective until terminated and, if a state does not have a TSA, payments to the State are subject to the default techniques in the regulations that Treasury determines are appropriate.

**Q What are the CMIA requirements for a program subject to a Treasury-State Agreement?**

**A** Payments to a State under a program of the Department are subject to the interest liability requirements of the CMIA if the program is included in the State's Treasury-State Agreement (TSA) with the Department of Treasury. If the Federal government is late in making a payment to a State, it owes interest to the State from the time the State spent its funds to pay for expenditure until the time the Federal government deposits funds to the State's account to pay for the expenditure. Conversely, if a State is late in making a payment under a program of the Department, the State owes interest to the Federal government from the time the Federal government deposited the funds to the State's account until the State uses those funds to make a payment. For more information, GAN Enclosure 4.

**Q What are the CMIA requirements for a program that is not subject to a Treasury-State Agreement?**

**A** If a program is not included in the State's TSA, neither the State nor the Federal government are liable for interest for making late payments. However, both the Federal government and the State must minimize the time elapsing between the date the State requests funds and the date that the funds are deposited to the State's accounts. The State is also required to minimize the time elapsed between the date it receives funds from the Federal government and the date it makes a payment under the program. Also, the Department must minimize the amount of funds transferred to a State to only that needed to meet the immediate cash needs of the State. The timing and amount of funds transferred must be as close as is administratively feasible to a State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs.

**Q What if there is no TSA?**

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- A** When a State does not have a TSA in effect, default procedures in 31 CFR, part 205 that the Treasury Department determines appropriate apply. The default procedures will prescribe efficient funds transfer procedures consistent with State and Federal law and identify the covered Federal assistance programs and designated funding techniques.

**Q Who is responsible for Cash Management?**

- A** Grantees and subgrantees that receive grant funds under programs of the Department are responsible for maintaining internal controls regarding the management of Federal program funds under the Uniform Guidance in 2 CFR 200.302 and 200.303. In addition, grantees are responsible for ensuring that subgrantees are aware of the cash management and requirements in 2 CFR part 200, subpart D.

**Q Who is responsible for monitoring cash drawdowns to ensure compliance with cash management policies?**

- A** Recipients must monitor their own cash drawdowns **and** those of their subrecipients to assure substantial compliance to the standards of timing and amount of advances.

**Q How soon may I draw down funds from the G5 grants management system?**

- A** Grantees are required to minimize the amount of time between the drawdown and the expenditure of funds from their bank accounts. (See 2 CFR 200.305(b).) Funds must be drawn only to meet a grantee's immediate cash needs for each individual grant. The G5 screen displays the following message:

**By submitting this payment request, I certify to the best of my knowledge and belief that the request is based on true, complete, and accurate information. I further certify that the expenditures and disbursements made with these funds are for the purposes and objectives set forth in the applicable Federal award or program participation agreement, and that the organization on behalf of which this submission is being made is and will remain in compliance with the terms and conditions of that award or program participation agreement. I am aware that the provision of any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me, and the organization on behalf of which this submission is being made, to criminal, civil, or administrative penalties for fraud, false statements, false claims, or other violations. (U.S. Code Title 18, Section 1001; Title 20, Section 1097; and Title 31, Sections 3729-3730 and 3801-3812)**

**Q How may I use Federal funds?**

- A** Federal funds must be used as specified in the Grant Award Notification (GAN) and the approved application or State plan for allowable direct costs of the grant and an allocable portion of indirect costs, if authorized.

**Q What are the consequences to recipients/subrecipients for not complying with terms of the grant award?**

- A** If a recipient or subrecipient materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, including those in 2 CFR part 200, an assurance, the GAN, or elsewhere, the awarding agency may in accordance with 2 CFR 200.339 take one or more of the following actions:



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1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity not in compliance.
3. Wholly or partly suspend or terminate the Federal award.
4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal award agency regulations (or in the case of a pass-through be initiated by a Federal awarding agency).
5. Withhold further Federal awards for the project or program.
6. Take other remedies that may be legally available.

**Q Who is responsible for determining the amount of interest owed to the Federal government?**

**A** As set forth in 31 CFR 205.9, the method used to calculate and document interest liabilities is included in the State's TSA. A non-State entity must maintain advances of Federal funds in interest-bearing accounts unless certain limited circumstance apply and remit interest earned on those funds to the Department of Health and Human Services, Payment Management System annually. See 2 CFR 200.305.

**Q What information should accompany my interest payment?**

**A** In accordance with 2 CFR 200.305(b)(9), interest in excess of \$500.00 earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

For returning interest on Federal awards paid through PMS, the refund should:

- (a) Provide an explanation stating that the refund is for interest;
- (b) List the PMS Payee Account Number(s) (PANs);
- (c) List the Federal award number(s) for which the interest was earned; and
- (d) Make returns payable to: Department of Health and Human Services.

For returning interest on Federal awards not paid through PMS, the refund should:

- (a) Provide an explanation stating that the refund is for interest;
- (b) Include the name of the awarding agency;
- (c) List the Federal award number(s) for which the interest was earned; and
- (d) Make returns payable to: Department of Health and Human Services.

For additional information about returning interest see GAN ATTACHMENT 4.

**Q Are grant recipients/subrecipients automatically permitted to draw funds in advance of the time they need to disburse funds in order to liquidate obligations?**

**A** The payment requirements in 2 CFR 200.305(b) authorize a grantee or subgrantee to request funds in advance of expenditures if certain conditions are met. However, if those conditions are not met, the Department and a pass-through agency may place a payee on reimbursement.

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- Q For formula grant programs such as ESEA Title I, for which States distribute funds to LEAs, may States choose to pay LEAs on a reimbursement basis?**
- A** A subgrantee must be paid in advance if it meets the standards for advance payments in 2 CFR 200.305(b)(1) but if the subgrantee cannot meet those standards, the State may put the subgrantee on reimbursement payment. See 2 CFR 200.305(b).
- Q Will the Department issue special procedures in advance if G5 plans to shut down for 3 days or more?**
- A** Yes, before any shutdown of G5 lasting three days or more, the Department issues special guidance for drawing down funds during the shut down. The guidance will include cash management improvement act procedures for States and certain State institutions of higher education and procedures for grants (including Pell grants) that are not subject to CMIA.

## PART 5 – PROJECT BUDGET NARRATIVE

### 1. Personnel

Project Personnel Salaries	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Principle Investigator: Molly Strear, PhD	\$22,321	\$22,900	\$23,680	\$24,391	\$25,123	\$118,505
Co-Investigator: Julie Chronister, PhD	\$25,604	\$26,372	\$27,163	\$27,978	\$28,818	\$135,935
Co-Investigator: Tiffany O'Shaughnessy, PhD	\$22,321	\$22,990	\$23,680	\$24,391	\$25,123	\$118,505
Project Student Assistants	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
<b>TOTAL SALARIES</b>	<b>\$90,246</b>	<b>\$92,262</b>	<b>\$94,523</b>	<b>\$96,750</b>	<b>\$99,064</b>	<b>\$472,945</b>

**Principle Investigator:** Dr. Molly Strear will dedicate 16% annual effort per year (1.0 summer months and 0.9 AY months) for management and execution of the overall project design, services, management, evaluation, and budget. Dr. Strear will coordinate and oversee our two LEA partnerships (OUSD and SFUSD) to ensure a streamlined training pipeline occurs with our high-need schools. Dr. Strear will oversee data collection, evaluation, dissemination, and chair the project advisory board, while strengthening key LEA community linkages to ensure high-need schools are training and hiring project students and graduates from culturally and linguistically diverse backgrounds. Dr. Strear will also support school counseling graduates to apply for and obtain the California Pupil Personnel Services Credential (PPSC) in School Counseling to become credentialed school counselors in California. Given Dr. Strear's long history as a school counselor, school counselor educator, her strong relationships with our public-school districts, and her leadership and impactful research in the school counseling field, Dr. Strear is essential to the success of this project. Dr. Strear's investment in Bay Area LEAs is evidenced by a recent award of \$200,000 from the City and County of San Francisco to conduct a large-scale school violence prevention needs and gaps assessment for schools across the 12 Bay Area Urban Areas Security Initiative. Dr. Strear is currently a Co-Investigator on a large, federally funded (DHHS/HRSA) counselor training grant that awards stipends to school counselors, professional clinical counselors, and marriage and family counselors to work in integrated behavioral health settings with underserved youth. Dr. Strear is also integrally involved in state and national school counseling associations, an advocate for better integration of school counselors into school-based mental healthcare, and a leader in teaching and supporting the implementation of evidence-based mental health practices within school settings. Dr. Strear is the coordinator of our school counselor training program and brings a wealth of experience, knowledge, research, organizational skills, and strong school-based partnerships to this project – all of which are essential to the successful execution of this project.

**Co-Investigator:** Dr. Tiffany O'Shaughnessy will dedicate 16% annual effort per year (1.0 summer months and 0.9 AY months) for project trainee recruitment, enrollment, retention, and post-graduation payback follow-up activities. Dr. O'Shaughnessy will participate in recruiting stipend recipients who reflect our underserved and multilingual communities through targeted outreach efforts; ensure stipend recipients receive the advising/mentoring needed to successfully complete the training program; ensure stipend recipients receive didactic training in contemporary, best practices in school-based mental health; ensure stipend recipients secure one of their pre-graduate practicum/internships in our district partner high-need schools; support our stipend recipient graduates in securing employment in our district partner high-need schools; gather post-graduate follow-up payback data; and support our stipend recipient graduates in registering with the CA Board of Behavioral Sciences to be an Associate Marriage and Family

Therapist (AMFT), which positions the graduate to become a Licensed Marriage and Family Therapist (LMFT). Dr. O'Shaughnessy is currently a Co-Investigator on a large, federally funded (DHHS/HRSA) counselor training grant that award stipends to school counselors, professional clinical counselors, and marriage and family counselors to work in integrated behavioral health settings with underserved youth. Dr. O'Shaughnessy is the Coordinator of our MFT program, is a practicing clinician, and her research and community work focus on fostering multicultural and social justice counseling competency through supervision and training and delivering culturally tailored evidence-based care in community mental health settings. Dr. O'Shaughnessy's research on supervision competencies and her commitment to training supervisors through an evidence-based, socially just framework, coupled with her organizational and leadership skills (e.g., serves as president of Association for Women in Psychology) and her commitment to working with, and training her students in competencies needed to work with LGBTQIA youth position her to be a key asset to the execution of this project.

**Co-Investigator:** Julie Chronister will dedicate 16% annual effort per year (1.0 summer months and 0.9 AY months) for project trainee recruitment, enrollment, retention, and post-graduation payback follow-up activities. Dr. Chronister will participate in recruiting stipend recipients who reflect our underserved and multilingual communities through targeted outreach efforts; ensure stipend recipients receive the advising/mentoring needed to successfully complete the training program; ensure stipend recipients receive didactic training in contemporary, best practices in school-based mental health; ensure stipend recipients secure one of their pre-graduate practicum/internships in our district partner high-need schools; support our stipend recipient graduates in securing employment in our district partner high-need schools; gather post-graduate follow-up payback data; and support our stipend recipient graduates in registering with the CA Board of Behavioral Sciences to be an Associate Professional Clinical Counselor (APCC), which positions the graduate to become a Licensed Professional Clinical Counselor (LPCC). Dr. Chronister has decades of experience being the PI on large, federally funded counselor training grants that involve stipends, work paybacks, annual reporting, and managing federal budgets. She has been awarded four large training grants (3 from DOE/RSA and 1 from DHHS/HRSA, as described above) amounting to over \$5 million between 2009 and the present, and is therefore well positioned to support Dr. Strear and Dr. O'Shaughnessy in executing this project. Dr. Chronister brings knowledge and experience with managing large projects, navigating bureaucracies, overseeing budgets, executing contracts with community partners, and developing and using effective project evaluation systems that help to achieve project goals and outcomes. Dr. Chronister is the coordinator of the Clinical Mental Health Counseling program, has been a counselor educator for nearly 20 years, and has worked with stipend recipients and partner agencies through a variety of federal training grants to increase the supply of counselors entering the health and mental health workforce.

**Project Assistants:** Two student project assistants will provide 1000 hours of total support on this project (11-12 hours/week @ 40 weeks per student) @ \$20/hour, totaling \$20K annually. Student assistants are essential for recruiting students, providing peer support/mentorships, and reaching culturally diverse program and project applicants that might not otherwise apply. In addition, student assistants will support the PI and Co-Investigators on gathering and inputting project evaluation data, attending advisory meetings, project partner meetings, and supervisor meetings. Student voices in the execution of the project are essential as they bring a student perspective. In addition, student assistants will gain important transferable skills working on this project that can be used in their future careers as counselors.

## 2. Fringe Benefit Costs

Project Personnel Fringe Benefits	Year 1	Year 2	Year 3	Year 4	Year 5	Total
PI: Molly Strear (rate 44.21% AY, 3.3% summer)	\$5,136	\$5,290	\$5,449	\$5,612	\$5,781	\$27,268
Co-In: Julie Chronister (rate 66.2% AY, 3.3% summer)	\$8,556	\$8,812	\$9,077	\$9,350	\$9,630	\$45,425
Co-In: Tiffany O'Shaughnessy (rate 62.87% AY, 3.3 summer)	\$7,109	\$7,323	\$7,542	\$7,768	\$8,002	\$37,744
Student Assistants (rate: 3.39%)	\$678	\$678	\$678	\$678	\$678	\$3390
<b>TOTAL FRINGE BENEFITS COSTS</b>	<b>\$21,479</b>	<b>\$22,103</b>	<b>\$22,746</b>	<b>\$23,408</b>	<b>\$24,091</b>	<b>\$113,827</b>

*Fringe Benefits Costs* include health, dental, vision, life insurance, long-term disability, Medicare, retirement, unemployment, worker's comp, and general liability.

## 3. Total Personnel Costs

<b>Total Salaries</b>	<b>\$90,246</b>	<b>\$92,262</b>	<b>\$94,523</b>	<b>\$96,750</b>	<b>\$99,064</b>	<b>\$472,945</b>
<b>Total Fringe</b>	<b>\$21,479</b>	<b>\$22,103</b>	<b>\$22,746</b>	<b>\$23,408</b>	<b>\$24,091</b>	<b>\$113,827</b>
<b>TOTAL PERSONNEL COSTS</b>	<b>\$111,725</b>	<b>\$114,365</b>	<b>\$117,269</b>	<b>\$120,158</b>	<b>\$123,155</b>	<b>\$586,772</b>

4. **Travel:** No Funds requested for Travel
5. **Equipment:** No Funds requested for Equipment
6. **Supplies:** No Funds requested for Supplies

## 7. Contractual

We will be contracting with two Bay Area LEAs including Oakland Unified School District (OUSD) and San Francisco Unified School District (SFUSD). These partnerships are essential to the execution of this project and a grant priority. To do this, we have budgeted a total of \$2,500,000 over the course of five years to our two partner school districts. We will also be contracting with experts in equity and justice-focused school-based mental health services for annual professional development for a total of \$25,000 over five years. Annual budget contracts for each LEA and consultant fees are detailed below.

Contractual Services & Consultant Fees	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Oakland Unified School District	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$1,350,000
San Francisco Unified School District	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$1,150,000
Professional Development Consultants	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
<b>TOTAL COSTS</b>	<b>\$505,000</b>	<b>\$505,000</b>	<b>\$505,000</b>	<b>\$505,000</b>	<b>\$505,000</b>	<b>\$2,525,000</b>

**Oakland Unified School District Contract:** We will allocate a total of \$270K annually and \$1,350,000 over five years to this district for the following: a) 40 school-based mental health trainee stipends @ \$4K each to trainees from training programs other than SFSU who commit to the project training and payback requirements, totaling \$160K annually and \$800K over five years; b) compensation for those supervising school-based mental health fieldwork graduate students in high-need schools @ \$15K annually and \$75K over five years; c) funds for clinical supervision for stipend trainees and post-graduates who are pre-licensure to build school-based mental health provider capacity @ \$60K annually and \$300K over five years; d) funds for professional development, mentoring/affinity spaces for trainees that identify as Black, Indigenous, and/or a Person of Color, and for supporting classified staff to access graduate level mental health training @ \$30K annually and \$150K over five years; and e) \$5K annually and

\$25K over five years for promotional materials for intern recruitment and supplies for trainees including technology, books, and art supplies.

***San Francisco Unified School District Contract:*** We will allocate a total of \$230K annually and \$1,150,000 over five years to this district for the following: a) one full-time school-based mental health services providers fieldwork coordinator @ \$150K per year totaling \$750K annually; b) 10 school-based mental health trainee stipends @ \$2K each to trainees from training programs other than SFSU who commit to the project training and payback requirements, totaling \$20K annually and \$100K over five years; c) compensation for those supervising school-based mental health fieldwork graduate students in high-need schools @ \$2K each totaling \$50K annually and \$250K over five years; and d) funds for professional development activities and supplies focused on evidence-based school-based mental health practices, school-based trauma-informed care, and interprofessional collaboration within school-based care at \$10K annually and totaling \$50K over five years.

***Professional Development Consultants:*** We will allocate a total of \$5K annually and \$25K over five years to design and implement annual professional development opportunities focused on best practices in equity and justice-focused school-based mental health services. Based on the needs of the mental health services providers in our partner LEAs, SFSU will contract with experts in the field to provide annual professional development events to strengthen the mental health services provided to youth, focusing specifically on evidence-based and inclusive practices regarding race, ethnicity, culture, language, disability, housing instability, and youth who identify as LGBTQI+. For example, year one, SFSU will partner with Dr Matthew Lemberger-Truelove, who has been training school counselors to effectively employ the Advocating Student-within-Environment (ASE) approach for nearly 20 years. Student outcomes associated with ASE interventions include development in executive functioning, connectedness, curiosity, achievement in reading, math, and science on standardized academic tests (Bowers et al., 2020; Ceballos, et al., 2021; Lemberger et al., 2018; Lemberger-Truelove et al., 2021), improved instructional behaviors for teachers, and decreased teacher stress and student-teacher conflict (Molina et al., 2022). Future expert consultants will be identified in partnership with our partner LEA leadership teams.

***Purpose, justification, time working with contractors:*** These contracts are essential to the execution of this project as the priority of this grant is to partner with high-need LEAs (school districts) to increase the supply of school-based mental health services providers with expertise in evidence-based and inclusive practices that support youth with diverse identities and backgrounds. These partnerships allow our graduate students and graduate students from other training programs to get trained in school-based mental health at high-need schools and position themselves for becoming employed in these schools – which is the primary goal of the grant project. We anticipate that SFSU project staff will spend 40-50% of the their time dedicated to this project on these partnerships, including recruitment of culturally and linguistically diverse applicants, securing fieldwork placements in high-need schools, facilitating supervision trainings and workshops, conducting project meetings with partners to address training pipeline barriers, administrative tasks related to the fiscal contracts, and collaborating with our partners to ensure evidence-based school mental health practices are being taught in the classroom and practiced in high-need schools in our partner LEAs. Finally, we will follow the procedures for procurement under 2 CFR 200.317-200.326.

**8. Total Direct Costs**

<b>Total Direct Costs</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
SFSU Personnel & LEA Partners	\$616,725	\$619,455	\$622,269	\$625,168	\$628,155	\$3,111,772

**9. Total Indirect Costs**

<b>Total Indirect Costs</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
50% IDC	\$308,363	\$309,728	\$311,135	\$312,584	\$314,078	\$1,555,888

**10. Training Stipends**

<b>Trainee Costs</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 3</b>	<b>Year 5</b>	<b>Total</b>
\$10K for 20 trainees annually	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000

***Trainee Stipends:*** MHSP funds are requested to provide 20 SFSU School, Clinical Mental Health, and Marriage and Family Counselor graduate students with annual stipends of \$10,000 each totaling \$200,000 annually and \$1,000,000 over five years. The stipend funds will cover graduate level in-state tuition (\$8,962) and \$1038 for books, transportation, and other personal expenses per year for students completing fieldwork in high-need schools within our partner LEAs.

**11. Total Costs**

<b>Total Costs</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
Project Costs	\$1,125,088	\$1,129,183	\$1,133,404	\$1,137,752	\$1,142,233	\$5,667,660