

**SUBAWARD AGREEMENT BETWEEN  
LARKIN STREET YOUTH SERVICES  
AND  
THE SAN FRANCISCO OFFICE OF THE TREASURER & TAX COLLECTOR**

**Revised February 2024**

This Subaward Agreement is made and entered into on the subscribed date by LARKIN STREET YOUTH SERVICES, hereinafter referred to as "Larkin Street" or "Contractor" with its principal office located at 134 Golden Gate Avenue, San Francisco, CA, 94102, and, the San Francisco Office of the Treasurer & Tax Collector with its principal office located at 1 Dr. Carlton B. Goodlett Place, Room 140, San Francisco CA, 94102, hereinafter referred to as "Subawardee."

1. RECITALS

Larkin Street is the Anchor Institution and prime recipient of private funding awarded to the Rising Up Campaign. It is Larkin Street's responsibility, under a Memorandum of Understanding with the San Francisco Department of Homelessness and Supportive Housing and oversight by the Rising Up Steering Committee, to deploy private funds via subcontract agreements to a network of nonprofit providers in service of the campaign's goal to reduce youth homelessness in San Francisco by 50% by 2023.

2. TERM OF SUBAWARD

This subaward shall cover the 16-month grant period, from July 1, 2023 – October 31, 2024, depending on mutual agreement and the continued availability of private funding.

3. COMPLIANCE TERMS AND CONDITIONS

Subawardee is responsible for contracted services as they pertain to the requirements outlined under the original granting entity. Subawardee agrees to comply with all relevant local, state and federal statutes and regulations, if any, in performing its obligations under this agreement. The Subawardee shall incorporate all terms and conditions of this Agreement in all lower tier subawards (if applicable).

4. SCOPE OF SERVICES

Subawardee shall use its best efforts to provide the services set forth in Appendix A of this Agreement. Subawardee shall perform its duties and obligations under this subaward as an independent contractor and for no purpose shall any of its officers, directors, members, employees, Subawardees or agents be considered an employee or joint venture of Larkin Street.

5. PAYMENT FOR SERVICES

A. **The maximum amount payable shall not exceed ~~\$146,368~~ \$181,368.**

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- B. Allowability of costs, costs incurred must be within the original contract performance period and aligned with the approved budget set forth in Appendix B of this Agreement.

6. GRANT DISBURSEMENT

Date	Amount	Documentation
July 2023	\$58,184	Upon receipt of fully executed subaward agreement
January 2024	<del>\$58,184</del> \$123,184	Upon receipt of a six-month report that demonstrates that at least 80% of the initial payment has been expended.
<b>Total</b>	<del>\$116,368</del> \$181,368	

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7. DOCUMENTATION REQUIREMENTS:

- A. Documentation: Subawardee will provide, upon request, supporting documentation of booked expenses, including General Ledger showing where booked expenses are allocated, or copies of expense receipts.
- B. Time period covered shall comply with the grant period noted in Section 2.
- C. Total Estimated Cost of Subaward shall not to exceed ~~\$116,368~~ \$181,368.
- G. Original signature of authorized representative on the 6- and 12-month reports will certify the accuracy of the Office of the Treasurer & Tax Collector's fiscal and programmatic performance.

8. BUDGET MODIFICATION

The parties may modify the Project Budget (Appendix B) only with the prior written approval of Larkin Street but no such modification shall increase the maximum amount payable. Requests will be considered based on whether the request is appropriate and relevant to the overall scope of work for the contract. Notably, line item changes less than 10% and within the total subaward amount do not require approval.

9. INCORPORATION BY REFERENCE

The terms and conditions of the grant program legislation and regulations under which the prime grant award was made a part hereof by reference. A copy can be obtained from Larkin Street upon request.

10. TERMINATION

This subaward may be terminated as follows: (i) either party may terminate this agreement upon 30 days written notice to the other party, (ii) Larkin Street may terminate, effective on the date that the Subawardee receives written notice, if the

prime terminates in whole or relevant part, or if the Subawardee violates or breaches this subaward. Larkin Street shall allow full credit of the subawardee for any reasonable non-cancelable obligations properly incurred by the subawardee prior to termination. On the effective date of termination, work shall stop and the Subawardee shall cancel as many outstanding obligations as possible and not incur any more obligations.

11. RECORD RETENTION AND ACCESS TO RECORDS

The Subawardee shall grant Larkin Street and their authorized representatives upon request access to any books, documents, papers and records pertinent to this subaward for audit, examination, excerpt and transcription. The Subawardee shall retain all such records for three years after final payment is made under the contract and all pending matters are closed, unless extended by an audit, litigation, or other action involving the records, whichever is later.

12. EQUAL EMPLOYMENT OPPORTUNITY

The Subawardee shall, unless exempt, comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemental in Dept. of Labor regulations (41 CFR Part 60). Subawardee shall not discriminate against any employee or applicant for employment because of race, color, religions, sex, or national origin and shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

13. CERTIFICATION REGARDING DEBARMENT, ETC.

Unless it is exempt from doing so, Subawardee shall comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion-Lower Tier Covered Transactions, and Subawardee certifies by signing this subaward that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

14. PERFORMANCE REPORTING

Within 6 and 12 months of the Subaward Agreement's execution, Subawardee shall provide Larkin Street with a report not to exceed two pages describing how the funds supported the goals and objectives outlined in Appendix A, using the Report Template included as Appendix D.

Subawardee shall immediately notify Larkin Street of developments that have a significant impact on subaward performance and of problems, delays, or adverse conditions that materially impair its ability to meet subaward objectives, including providing a statement of the action taken or contemplated and any assistance needed to resolve the situation.

15. PRINCIPAL INVESTIGATOR/PROJECT COORDINATOR

Subawardee shall identify a Project Coordinator responsible for the performance of the

programmatic aspects of the subaward Scope of Work.

16. INDEMNIFICATION

Subawardee shall defend, indemnify, and hold contractor, its officers, employees, and agents harmless from and against any and all claims, losses, damages, costs, expenses including reasonable attorney's fees or other liability of any kind arising out of or connected directly or indirectly with the indemnifying party's acts or failure to act in the performance of this contract including but not limited to any accident or injury to persons or property or any liability for patent or copyright infringement. This indemnification shall be conditioned upon the indemnified party giving the indemnifying party reasonable notice of a claim or loss and an opportunity to participate in the defense thereof.

17. INSURANCE

Larkin Street and subawardee warrant that they each maintain a policy or policies of insurance or self-insurance at minimum levels of:

- A. General/Professional Liability: \$1,000,000 each occurrence/\$2,000,000 aggregate per location/project.
- B. Automobile Liability: \$1,000,000 each occurrence
- C. Workers Compensation: Statutory limits; \$1,000,000 Employers Liability

Subawardee shall furnish Larkin Street with a certificate of insurance evidencing this coverage and including Larkin Street as an additional insured on the General/Professional liability policies with respect to this contract.

18. NOTICES

All notices and other communications required or permitted under this subaward shall be in writing and deemed given when delivered personally or five days after being sent by registered mail, postage prepaid and addressed to the addresses first shown in this subaward.

19. WARRANTIES

Subawardee warrants that services will be performed in a good and workmanlike manner, in accordance with the attached scope of work, and by personnel with the requisite skill, qualifications, and licenses.

20. CONTRACTUAL DISPUTES AND ARBITRATION

Any controversy or claim arising out of or relating to this subaward, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

21. ASSIGNMENT

This subaward shall not be assignable by Subawardee without the prior written consent of Larkin Street. Any attempted assignment contrary hereto is voidable at the option of Larkin Street.

22. GOVERNING LAW

This agreement is entered into in San Francisco County, California and all terms herein shall be interpreted in accordance with the laws of the State of California.

23. SURVIVAL OF OBLIGATIONS

Expiration of the term or termination of this subaward shall not affect any rights or obligations of the parties which have accrued prior thereto.

24. SEVERABILITY

If any part, term, or provision of this subaward shall be held void, illegal, unenforceable, the validity of the remaining portions or provisions shall not be affected thereby.

25. ENTIRE AGREEMENT

This subaward constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understanding or agreement, oral or written, with respect to matters herein.

26. AMENDMENT


This subaward shall not be modified, amended, or waived, whether in whole or in part, except by a subsequent writing signed by the authorized representatives of both parties.

27. CAPTIONS

The captions of this subaward are for convenience and reference only and are not intended to affect the interpretations or construction of the subaward.

28. SUBAWARDEE MONITORING

Subawardee may be subject to fiscal or program monitoring under the terms of Larkin Street's Subawardee Monitoring Policy, attached as Appendix C. Subawardee also agrees to participate in any program monitoring conducted by TPC personnel, as required.

DocuSigned by:  
  
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Sherilyn Adams  
Chief Executive Officer  
Larkin Street Youth Services

Date: 2/5/2024

DocuSigned by:  
  
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Tajel Shah  
Chief Assistant Treasurer  
Office of the Treasurer & Tax Collector

Date: 2/6/2024

## APPENDIX A: SCOPE OF WORK

Revised February 2024

**Purpose of Funding:** Funding shall support program costs to deliver the following service and outcomes of the Rising Up Campaign:

**Goal:** Remove barriers to housing through one-on-one financial coaching with a focus on establishing or rebuilding credit and resolving debt.

### Contracted Services:

- Provide one-on-one financial counseling (“Smart Money Coaching”) to 80 Rising Up participants to assist youth with:
  - Opening and transitioning to safe and affordable bank account or prepaid card
  - Clearing negative banking records
  - Saving increments of 2% net income
  - Decreasing debt by increments of 10%
  - Enrolling in a credit building product
  - Establishing a credit score o Increasing credit score
  - Accessing public benefits
- Quantify outcomes to measure overall impact of coaching on clients served including total and average dollars saved, total and average debt reduced and total and average increases in credit score.
- Host and participate in four workshops, either in-person or online. Workshops may be used to promote Smart Money Coaching to potential clients or associated community partners, to provide technical assistance regarding financial issues facing people experiencing homelessness or to outline challenges and share successes.

### Outcomes Objectives:

FCI will offer one-on-one financial coaching and meet the following service and outcome objectives cumulatively across the coming fiscal year:

- Serve 80 total clients through one-on-one Smart Money Coaching.
- Complete 250 one-one-one counseling sessions, including initial and follow up sessions.
- Complete 35 initial financial coaching sessions.
- Complete 215 follow up financial coaching sessions.
- Maintain an overall appointment show rate of at least 60%.

Clients enrolled in the program will collectively achieve a total of 100 positive financial outcomes with a focus on credit and debt to remove barriers to housing – including but not limited to:

- Client opens or transitions to a safe and affordable bank account or prepaid card
- Client uses a bank account actively
- Client adopts a new savings behavior
- Client sets aside at least one week’s worth of income for the future

- Client reduces the number of delinquent accounts
- Client has an incorrect item on a credit or ChexSystems report removed
- Client decreases non-mortgage debt by increments of 10%
- Client signs up for student debt relief program (i.e. Public Service Loan Forgiveness, Fresh Start, IDR plan such as the SAVE plan)
- Client has their student loan debt removed
- Client enrolls in a credit building product
- Client with no credit score establishes a credit score
- Client with an established credit score increases their score by increments of 35 points
- Client accesses public benefits
- Client successfully submits an official incident report (e.g., files police report in the case of identity theft)
- Client receives support escalating a consumer rights violation on a credit report to an appropriate attorney.

40% of clients served through Smart Money Coaching should achieve at least one of the above positive financial outcome.

As part of this work, OFE/FCI will also quantify outcomes to measure overall impact of coaching on clients served including total and average dollars saved, total and average debt reduced and total and average increases in credit score.

OFE/FCI will also participate in Rising Up partner meetings to provide information about financial issues facing people experiencing homelessness, to outline challenges and to share successes.

OFE’s Financial Capability Program Manager will provide staff support to the continuing success of service delivery for Rising Up, including convening check-in meetings, synthesizing data on outcomes, providing training for financial coaches, and providing administration for the Smart Money Coaching Program.

**APPENDIX B: BUDGET**  
**Revised February 2024**

Budget Item	Total Cost
Financial Counseling services (Original)	\$99,880.00
Financial Counseling services (Amended)	\$65,000.00
OFE salary/fringe	\$16,488.00

<b>TOTAL</b>	<b>\$181,368.00</b>
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## **Appendix C: SUBAWARDEE MONITORING POLICY**

Subawardees of Larkin Street Youth Services are monitored on their program and fiscal performance. These policies and procedures may change if new directives are received from the funder. All new funder directives affecting subawardees will be forwarded to the subawardee contact of record within a month of receipt.

### **Programmatic Outcome Review**

Larkin Street Youth Services may conduct regular or occasional meetings with subawardee to review work plans, discuss performance, share successes, disseminate best practices, and address concerns and challenges.

Data collection methods and program performance may be reviewed during site visits. Larkin Street Youth Services staff do not necessarily visit all subawardees every year, but reserve the right within subaward agreements to do so. Site visits may consist of program staff interviews and a review of program documentation. Program and data collection review may include inspection of any/all of the following:

- Client sign-in sheets
- Case files, including counselor notes
- Program logs
- Policies related to client grievance procedures and client confidentiality

Subawardee performance is reviewed during payment approval process for progress towards goals. Any shortfalls are addressed with the subawardee either through a phone call from Larkin Street staff (usually the Program Director or Chief of Programs) or during subawardee meetings.

### **Financial Review**

Subawardee fiscal performance is reviewed during payment approval process for adherence to budget and reasonableness.

Financial policies and procedures are reviewed during site visit. Larkin Street Youth Services staff do not necessarily visit all subawardees every year, but reserve the right within subaward agreements to do so. Fiscal review may include inspection of any/all of the following:

- General Ledger
- Payroll Records
- Banking Records
- Financial Policies and Procedures
- Audit Results
- Internal Controls

### **Review by Original Funder**

Subawardees are required to make themselves available for any program or fiscal monitoring conducted at the behest of the original funder. Larkin Street will notify subawardees of any scheduled required funder visits in as timely a manner as possible, but notification is dependent on the timing of communications from the funder and a minimum notification timeframe cannot be guaranteed.

**Appendix D:  
6-month month and 12-month Report Template**

Submit to: Ilsa Lund, [ilund@larkinstreetyouth.org](mailto:ilund@larkinstreetyouth.org)

Subcontract term: July 1, 2022 – June 30, 2023  
 Interim report due: January 15, 2023 – This report will trigger payment of the second installment.  
 Final report due: July 31, 2023

Subcontractor:	Office of the Treasurer & Tax Collector
Report Date:	
Name, Title, Phone, and Email of person completing the report:	
Description of how funds were used in service if the goals and objectives outlined in Appendix A of your subaward agreement:	
Total # of Rising Up youth served to date:	
Total # of Rising Up youth who have achieved a positive financial outcome:	
Total debt reduced (\$):	
Total youth savings (\$):	
Average increases in credit score:	
Challenges	
Successes	
Signature of Authorized Representative:	

Not to exceed 2 pages

Please attach a Budget vs. Actual report on spending based on the approved budget (Appendix B)