

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT**

FOURTH AMENDMENT TO GRANT AGREEMENT

BETWEEN

**CITY AND COUNTY OF
SAN FRANCISCO**

AND

**BAY AREA COMMUNITY RESOURCES, INC.
FSP CONTRACT NUMBER: 1000026242
COVID-RESPONSE RESOURCE HUBS**

**THIS IS A DRAFT AMENDMENT – FINAL VERSION PENDING BOS APPROVAL AND UPDATED FY
BUDGET**

This AMENDMENT of the **NOVEMBER 21, 2022** Grant Agreement (the "Agreement") is dated as of **JUNE 1, 2026** and is made in the City and County of San Francisco, State of California by and between **BAY AREA COMMUNITY RESOURCES, INC.**, a California nonprofit public benefit corporation ("Grantee") and the City and County of San Francisco, a municipal corporation ("City") acting by and through OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT ("Department" or "OEWD").

RECITALS

WHEREAS, the Agreement was competitively procured as required through **Request for Proposals RFP 223, Program Area W - Covid Response Resource Hub Coordinator**, issued on **April 19, 2022**, in which City selected Grantee as **the highest qualified pursuant to the RFP**, and this modification is consistent therewith; and

WHEREAS, the City's Board of Supervisors approved this Agreement by **[RESOLUTION # TBD] on [if approved] May 19, 2026**; and

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, City and Grantee intended for this Amendment to start on **JULY 1, 2026**; and

WHEREAS, City and Grantee are just now executing this Amendment due to administrative related delays; and

WHEREAS, City and Grantee, each by their conduct, continued their contractual relationship consistent with the terms and conditions of the Agreement, despite the delayed execution; and

WHEREAS, any expenditures by Grantee prior to execution of this Amendment were made at Grantee's risk and shall not be reimbursed unless the City, in its sole reasonable discretion, determines that those expenditures are Eligible Expenses under the Agreement; and

WHEREAS, City and Grantee intend for this Amendment to cover the period of **JULY 1, 2022** to **JUNE 30, 2026**, despite this delay; and

WHEREAS, City and Grantee desire to enter this Amendment to memorialize their continued relationship and modify the Agreement to **update grant amount, change the scope of grantee's grant plan, update standard contractual clauses** of the Grant Agreement; and

WHEREAS, City and Grantee desire to execute this amendment to update the prior Agreement.

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
- 2. Open For Business Legislative Changes.** In October 2025, San Francisco enacted legislation that reduced obligations City places on contactors. These changes went into effect January 1, 2026. Articles 141 and 142 were repealed, to the extent those conditions appear in this Agreement, they should be treated as nullified. The dollar value threshold for application for Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 were increased. If the Agreement is valued at less than \$230,000, 12N, 12Y and 101 are not in effect. If the Agreement is valued at \$230,000 or less, 12F and 151 are not in effect. If the Agreement is valued at less than \$1,000,000, Chapter 12L is not in effect. Any clause in the Agreement concerning a condition referenced above that is not in effect shall be treated as nullified.
- 3. Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:
 - (a) Section 3.2.** ("Duration of Term") of the Grant Agreement currently reads as follows:

3.2 Duration of Term. The term of this Agreement shall commence on **JULY 1, 2022** and expire on **JUNE 30, 2026**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

(b) Section 5.1. Section 5.1 ("Maximum Amount of Grant Funds") of the Grant Agreement currently reads as follows:

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **FIFTEEN MILLION TWO HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED NINETY-NINE** Dollars (\$15,279,999).

*Such section is hereby amended to read as follows (changes in **bold**):*

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **SIXTEEN MILLION SEVEN HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED NINETY-NINE** Dollars (\$16,779,999).

*Such section is hereby amended to read as follows (changes in **bold**):*

(c) Appendix A. Appendix A, Budget, of the Grant Agreement, **Appendix A-1, Budget, of the First Amendment, Appendix A-1, Budget, of the Second Amendment, Appendix A-2, Budget, of the Third Amendment** is hereby replaced in its entirety by Appendix A-3 is hereby replaced in its entirety by Appendix A-3, Definition of Eligible Expenses, and Appendix B-4, Definition of Grant Plan, which is attached hereto and incorporated herein by this reference.

(d) Appendix B. Appendix B, Appendix B, Definition of Grant Plan, of the Grant Agreement, **Appendix B-1, Definition of Grant Plan of the First Amendment, Appendix B-2, Definition of Grant Plan of the Second Amendment, Appendix B-3, Definition of Grant Plan of the Third Amendment,** is hereby replaced in its entirety by Appendix B-4, Definition of Grant Plan and Budget, which is attached hereto and incorporated herein by this reference.

(e) Appendix E. Appendix E, Permitted Subgrantees, of the Grant Agreement, **Appendix E-1, Permitted Subgrantees, of the First Amendment, Appendix E-2, Permitted Subgrantees, of the Second Amendment, Appendix E-3, Permitted Subgrantees, of the Third Amendment,** is hereby amended to add by Appendix E-4, Permitted Subgrantees, which is attached hereto and incorporated herein by this reference.

4. Updates of Standard Terms to the Agreement. The Grant Agreement is hereby modified as follows:

(a) Article 1 Definitions. *The following definitions are hereby added to the Agreement in Article 1 Definitions. If the terms are currently defined in the Agreement, then the included terms below supersede and expressly replace the existing definitions:*

“Application Documents” shall mean collectively: (i) the grant application and proposal submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.”

“Confidential Information” shall mean confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information”

“Deliverables” shall mean Grantee’s or its subcontractors’ work product, including any partially completed work product and related materials, resulting from the services provided by Grantee to City during Grantee’s performance of the Agreement, including without limitation, the work product described in the Grant Plan.”

“Publication” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, including social media publishing, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.”

(b) Article 4 Implementation of Grant Plan

(i) Section 4.3 Ownership of Results. Section 4.3 of the Agreement is hereby replaced in its entirety to read as follows:

4.3 Ownership of Results. Any interest of Grantee or any subgrantee, in Deliverables specified in the Grant Plan shall become the property of and be promptly transmitted to City unless the Grant Plan states that Grantee retains ownership of such Deliverables. Grantee shall retain ownership of all other work product created in connection with Grantee’s performance of the Agreement. Notwithstanding the foregoing, and in conjunction with Section 4.5, City has the right to inspect, display, distribute, exhibit, reproduce or otherwise use all Deliverables and work product, regardless of ownership rights, for governmental purposes and may retain copies for reference, reporting, and archival purposes. Grantee may retain and use copies of any City-owned Deliverables for reference and as documentation of its experience and capabilities.

(c) Article 5 Use and Disbursement of Grant Funds

(i) Section 5.3 Disbursement Procedures. Section 5.3 of the Agreement is hereby replaced in its entirety to read as follows:

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall timely submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a “Funding Request”) substantially in the form attached as Appendix C. All items listed in the Funding Request must be Eligible Expenses. All Funding Requests shall be submitted no later than **30** days after the end of each **month**, except for the last Funding Request of the fiscal year which must be submitted within **15** days before the end of July. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to

disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

(b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion.

(d) Article 6 Reporting Requirements; Audits; Penalties for False Claims

(i) **Section 6.1 Regular Reports.** *Section 6.1 of the Agreement is hereby replaced in its entirety to read as follows:*

6.1 **Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

(a) **Annual Economic Statement.** Grantee is a nonprofit organization that receives a cumulative total of at least \$1,000,000 annually from or through City, to provide direct services to the public, Grantee shall file with City Administrator, or otherwise make publicly available in a manner authorized by the City Administrator, an annual economic statement that complies with San Francisco Administrative Code Section 10.1.

(b) **Nonprofit Monitoring.** If Grantee is a nonprofit organization that receives a total of at least \$1,000,000 in funding from City in a fiscal year, Grantee must submit an audited balance sheet and related statement of income and cash flows for that fiscal year certified by an independent accounting firm within six months after the end of the fiscal year in compliance with San Francisco Administrative Code Section 10.6-1.

(ii) **Section 6.5 Books and Records.** *Section 6.5 of the Agreement is hereby replaced in its entirety to read as follows:*

6.5 **Books and Records.** Grantee shall establish and maintain, and instruct subcontractors and subgrantees to establish and maintain as appropriate, accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain, and instruct subcontractors and subgrantees to establish and maintain as appropriate, accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain, and instruct subcontractors and subgrantees to establish and maintain as appropriate, all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

(iii) **Section 6.7 Submitting False Claims.** *Section 6.7 of the Agreement is hereby replaced in its entirety to read as follows:*

6.7 Submitting False Claims. Grantee shall only submit a Funding Request to City upon a good faith and honest determination that the funds sought are for Eligible Expenses, and shall only use Grant Funds for payment of Eligible Expenses. Any Grantee who submits a False Claim as defined under Administrative Code Section 21.G.7(f) shall be liable to City for three times the higher of (A) the amount of damages that City sustains due to the False Claim, or (B) the amount of the False Claim. Any such Grantee shall also be liable to City for all costs, including attorneys' fees, of a civil action brought to recover any penalties or damages, and may be liable to City for a civil penalty of up to \$10,000 for each False Claim.

(e) Article 8 Representations and Warranties

(i) **Section 8.4(b) Conflict of Interest.** *Section 8.4(b) of the Agreement is hereby replaced in its entirety to read as follows:*

8.4(b) Only one member of an immediate family may serve as an officer, director or employee with Grantee's organization without City's prior written consent. Additional family members may be affiliated with Grantee with the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

(ii) **Section 8.5 No Other Agreements with City.** *Section 8.5 of the Agreement is hereby replaced in its entirety to read as follows:*

8.5 No Other Agreements with City. Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof. Grantee shall promptly notify City of Grantee's interest in any other City contracts arising after execution of this Agreement that are substantially related to the services funded under the Grant Plan. Grantee shall not accept payment from any other City source for the work defined in the Grant Plan.

(iii) **Section 8.7 Eligibility to Receive Funds.** *Section 8.5 of the Agreement is hereby replaced in its entirety to read as follows:*

8.7 Eligibility to Receive Funds. Grantee is not currently suspended, debarred, or otherwise excluded from entering into an Agreement with City pursuant to San Francisco Administrative Code Chapter 28. Grantee will not enter into any contract or subcontract, including but not limited to leases or grants with any entity or individual that has been suspended or debarred as defined in Administrative Code Chapter 28.

(a) Federal Funds. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

(f) Article 10 Insurance

(i) **RESERVED.**

(g) Article 12 Disclosure of Information and Documents

(i) **Section 12.1 (a) Proprietary or Confidential Information of City.** *Section 12.1(a) of the Agreement is hereby replaced in its entirety to read as follows:*

12.1 (a) **Proprietary or Confidential Information of City.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to Confidential Information, the disclosure of which to third parties may be damaging to City or those such individuals or organizations that provided the information. Grantee agrees that all Confidential Information disclosed to Grantee under this Agreement shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent entity would use to protect its own proprietary or confidential data. At the request of City or termination or expiration of this Agreement, Grantee shall promptly return all Confidential Information given to, or collected by Grantee, and/or destroy such data in any form or medium in which Grantee stores the data. In addition to the terms included in this section, Grantee will take further steps to protect the Confidential Information obtained through this Agreement, as stated in Appendix G.

(ii) **Section 12.2 Sunshine Ordinance.** *Section 12.2 of the Agreement is hereby replaced in its entirety to read as follows:*

12.2 **Sunshine Ordinance.** Grantee acknowledges that this Agreement and all City records related to its formation, Grantee's performance of the Grant Plan, and City's payment hereunder are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

(h) Article 13 Assignments and Subcontracting

(i) **Section 13.3 Subcontracting.** *Section 13.3 of the Agreement is hereby replaced in its entirety to read as follows:*

13.3 **Subcontracting.** If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract to those listed subgrantees on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, Grantee shall have no rights under this Section. After execution of this Agreement, if Grantee identifies a need to enter into a subgrant to accomplish the Grant Plan, Grantee must obtain advanced written approval from City.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on

Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

(i) **Article 16 Compliance**

(i) **Health Care Accountability Ordinance.** *Article 16 is hereby amended to add the following:*

Health Care Accountability Ordinance. Labor and Employment Code Article 121 applies to this Agreement. Grantee shall comply with the requirements of Article 121. For each Covered Employee, as defined in Article 121, Grantee shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Grantee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at <https://www.sf.gov/departments-office-labor-standards-enforcement>. Grantee is subject to the enforcement and penalty provisions in Article 121. Any subcontract entered into by Grantee shall require any subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

(ii) **Access for People with Disabilities.** *Article 16 is hereby amended to add the following Section 16.22:*

16.22 Compliance with Laws Requiring Access for People with Disabilities.

(a) Grantee acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to people with disabilities. Grantee shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights

legislation. Grantee shall not discriminate against people with disabilities in connection with all or any portion of the Grant Plan and further agrees that any violation of this prohibition on the part of Grantee, its employees, agents or assigns will constitute a material breach of this Agreement.

(b) Grantee shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as specified in the Department of Justice’s Title II Rule on the accessibility of web content and mobile applications, 28 C.F.R. Part 35, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and the applicable Revised Section 508 Standards published by the U.S. Access Board <https://www.access-board.gov/ict/>, as amended from time to time]. Grantee shall ensure that all digital content required by this Agreement that is posted on a public website or available through a mobile application fully conforms to 28 C.F.R. Part 35 [and the applicable Revised 508 Standard.

- (j) **Article 17 Miscellaneous**
- (i) **RESERVED.**

5. Effective Date. Each of the modifications set forth in Section 3 and 4 shall be effective on and after the date of this Amendment, **JULY 1, 2025.**

6. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Grant Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Grant Agreement to be executed as of the date first mentioned above.

CITY	GRANTEE:
<p>OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT</p> <p>By: _____</p> <p>Anne Taupier Executive Director</p> <p>Date: _____</p>	<p><u>BAY AREA COMMUNITY RESOURCES, INC,</u> a California nonprofit public benefit corporation</p> <p>By: _____</p> <p>Print Name: David Gallagher</p> <p>Date: _____</p>
<p>Approved as to Form:</p> <p>David Chiu City Attorney</p> <p>By: _____</p> <p>Mary Kamikihara Deputy City Attorney</p> <p>Date: _____</p>	<p>Title: Chief Program Officer</p> <p>Federal Tax ID: 94-2346815</p> <p>City Supplier Number: 0000024637</p>

Appendix A-3 - Definition of Eligible Expenses

The term “Eligible Expenses” shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

1. All Eligible Expenses must be:

- a. paid by Grantee prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made);
- b. direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- c. reasonable, necessary, and directly aligned with the stated purpose of the contract or grant. Any costs deemed excessive, inconsistent with the contract’s objectives, or not representing a prudent use of public funds will be considered ineligible. Any shared costs must be allocated appropriately across program and administrative cost centers using a consistent and reasonable methodology to be deemed eligible.
- d. within the scope of the applicable Budget line item; and
- e. directly related to activities performed within the physical boundaries of the City and County of San Francisco, or directly benefiting City residents, unless otherwise specified in the Grant Plan.

2. Eligible Expenses may include:

- a. Grantee employees’ salaries and wages only for work performed under the Grant Plan, including fringe benefit costs and paid leave costs, appropriately allocated to the grant;
- b. Grantee’s allocated rent or related occupancy costs associated with building space, rental/lease of space used to run the program, and rent for main space and auxiliary space (such as performance or meeting halls or studios), that are necessary to perform work under the Grant Plan including allocated costs associated with facility upkeep, insurance, maintenance and/or janitorial services;
- c. appropriately allocated share of utilities related to work in the Grant Plan, such as gas, electricity, water, internet and telephone charges;
- d. materials, supplies and equipment such as computers, IT system, furniture, printers and/or photocopiers used in the operation of the program, consistent with the type of services provided by the program and related to and appropriately allocated to the Grant Plan;
- e. transportation and travel costs necessary for the operation of the program and consistent with the type of services provided by the program and related to the Grant Plan;
- f. eligible expenses incurred by authorized subgrantees, or agents on behalf of the Grantee, when use of subgrantee has been approved in the Grant Plan or otherwise authorized;
- g. other program expenses as stated in the Grant Plan; and
- h. appropriately allocated and allowable indirect cost.

3. Eligible Expenses shall specifically exclude:

- a. personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising, educational activities, or political activities as referenced in Section 16.1.1;
- b. entertainment costs for staff, including social activities, events or field trips that only benefit staff, staff celebrations, and food or meals for staff only;
- c. any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- d. parking/moving violation fines, penalties, late charges or interest on any late payments, credit card fees, bad debts including losses and related collection and legal costs;
- e. facilities or occupancy costs such as property taxes, loans against own property, and security deposits;
- f. taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement;
- g. bottled water, sugar-sweetened beverages, alcoholic beverages, and tobacco products;
- h. bonuses or incentives offered to staff, paid sabbaticals for staff, severance payments to former staff, lump sum payouts of unused vacation or compensatory time;
- i. expenses not approved in the project budget, or expenses incurred outside the active dates of the Agreement; or
- j. unreasonable costs deemed excessive or not necessary for program objectives.

Appendix B-4 - Definition of Grant Plan and Budget

1. The term “Grant Plan” shall mean:

I. Purpose of Grant

Community Economic Recovery Hubs Overview

In order to sustain economic recovery efforts, OEWD will partner with local community-based organizations to provide a variety of support and referral services targeted to low-income and vulnerable communities through Community Economic Recovery Hubs. Hubs will connect residents to essential services in San Francisco to build back better.

The Hub network is charged with being a point of entry into the public workforce system, affiliated government agencies, and community-based organizations for information, referral, and delivery of essential services. The Hub network will support individuals with light-touch services from intake, assessment, and referrals to address their immediate needs and directly connect them with essential services. The Provider will deliver in-house services, where applicable, and partner with the broader workforce system and the social assistance network, depending on an individual’s needs.

Resources and referrals include (but are not limited to): employment and training, personal protective equipment, housing, unemployment insurance information, public aid assistance, mental wellness, legal services, transportation assistance, and post-secondary education information.

1. Outreach and Recruitment

Excelsior, Mission, and Visitacion Valley Hub Outreach and Recruitment

Provider will implement outreach and recruitment strategies to increase awareness of Hub services available and identify appropriate/eligible participants to be enrolled in services, including low-income, unemployed, underemployed, and dislocated workers. Standard marketing tools such as brochures, speakers, ads, and flyers should be created and utilized to attract individuals eligible for services. Providers may receive participant referrals from OEWD, other workforce system Providers, and partnering agencies under an agreed-upon referral process. Outreach and recruitment efforts should be coordinated with other partners in the workforce system, including OEWD-funded programs and other stakeholders.

2. Assessment and Intake

Assessment: Providers must assess each participant to determine immediate needs to prepare for resource referrals and supportive services.

Intake: Provider must work with potential participants to determine eligibility, complete the intake form that will inform the assessment of needs. These and any additional forms required to facilitate or provide services must be completed and entered into the data tracker provided by OEWD. Enrollment into services establishes that Provider has documentation of the potential participant’s eligibility

and has determined the individual's participation in Hub service. Participation eligibility is not limited to residency within one of the three designated neighborhoods. All documents must be signed, where applicable, and kept in the case file, including electronic documents.

3. Services and Referral to Workforce Connection, Essential Resources and Services and Supportive Services

Excelsior, Mission, and Visitation Valley Hub Referrals to Workforce System, Essential Services, and Resources

Workforce Connection Referrals: For those participants who require workforce connection referrals, Provider must successfully refer and connect individuals to required services. Referral services must provide participants with information on how to access services within and across Providers and the larger workforce system. Referral services must include guided referral to services and workforce programs for which individuals are eligible and prepared and which are most appropriate to their goals, abilities and needs, based on the results of intake and assessment.

- General Employment and Job Placement Assistance
- Sector Trainings
- Job Readiness Services
- Subsidized and Boot Camp Programming (Young Adults)

Essential Resources and Services Referrals: When assessment identifies participants' need for essential services, Provider must successfully refer and directly connect individuals to identified services must provide participant and information on how to access services. Referral services must provide participant with information on how to access services. Referral services must include guided referral to services. Essential services include, (but are not limited to) the following:

- Housing
- Unemployment Insurance
- Public Benefits
- Transportation Assistance
- Post-Secondary Education and Educational Services
 - For in-school youth and young adult participants, provide appropriate educational preparation programming to assess interest and opportunities for post-secondary education or training, or other identified educational services, such as academic tutoring, counseling, academic advising, career exploration, experiential learning opportunities, and other necessary supports
 - Provide activities that facilitate connection and community among newcomer families, including providing entry points to school district services (enrollments and transfers in the

district, signing up for after-school programming, case management coordination at school campuses, etc.)

Excelsior, Mission, and Visitacion Valley Hub Supportive Services

Supportive Services: Provider will facilitate, distribute, and record supportive services or safety net services either directly or indirectly to individuals based on intake and assessment needs. If the Provider is unable to deliver supportive services directly to eligible individuals, the Provider will offer an appropriate connection to referral partners. Eligible individuals for Supportive Services include San Francisco residents, ages 16 and older identified as in need of supportive services from intake and assessment.

- Food Vouchers/Gift Cards to assist with immediate essential needs

Locations

Mission Hub, “Mission Hub”: 701 Alabama St., San Francisco, CA 94110

Excelsior Hub: 4834 Mission St., San Francisco, CA 94112

Visitacion Valley Hub “The Hut at Executive Park”: 150 Executive Park Blvd. Suite 2450, San Francisco, CA 94134

Service and Outcome Objectives

The Provider will meet the following service objectives and provide monthly progress reports during check-in meetings for each of these benchmarks for the Excelsior, Mission, and Visitacion Valley Hubs:

Activity	PY 25-26 Goal	Description
Total Potential Participants for Intake and Assessments	3740	Number of potential participants assessed for services
Total Participants Enrolled and Provided Referral	3740	Number of participants enrolled in services
Total Potential Participants Provided Support Services	3740	Maximum number of participants provided supportive services

4. Data Collection and Evaluation

Excelsior, Mission and Visitacion Valley Hub Data and Evaluation

The Provider will utilize an OEWD standardized form for intake assessment to determine eligibility criteria, proof of San Francisco Residence, and age and populate

data into a standardized sheet in a timely manner. Assessment tools and trackers will be used to accurately demonstrate and report activity frequently and demographic information of participants served. The Provider will perform and be responsible for all Excelsior, and Mission Hub ad hoc reports on an ongoing and needed basis to OEWD to track participant information, services delivered, and referral status.

- a. *The Provider shall collect, store, review, and report complete and accurate data on programs and services including operational, administrative and program performance; services; and participant demographics, barriers, assessment progress, and outcomes. Provider will be required to enter data into tracking documents within 10 business days following the month that services were provided and ensure complete, accurate, and timely data entry that complies with OEWD’s specific funding requirements. Provider will create and maintain records of individual case files for each participant enrolled in approved programs. Such case files will record all participant contacts, including any assessments and evaluations, all services indicated and provided, services to which the participant is referred, and case notes documenting client contact. Case files must be shared across OEWD partners, if necessary.*
- b. *Program and Participant Measures: Providers must track and report output, or process, data for all programs and services as described below. Provider is required to gather and track or report Interim program measures. These measures may include:*
 - i. *Participants provided with intake and assessment*
 - ii. *Participants enrolled*
 - iii. *Participants provided Supportive services*
 - iv. *Participants provided Referral services*

5. Monitoring Activities

Provider shall make all reasonable efforts to accommodate OEWD and appropriate partners monitoring activities. OEWD will make all reasonable efforts to ensure that such monitoring activities are not unduly disruptive of Provider’s normal course of programs and activities.

Program Monitoring: OEWD Program Compliance staff will conduct a minimum of one program monitoring site visit during the program year. Program monitoring may include, but is not limited to, site visits to Provider and partner facilities, conduct facility review, interviews or surveys of program participants, review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Provider's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

6. Reporting Requirements

All monthly program and invoice reports should be submitted to:

Grant Coordination Team
Office of Economic and Workforce Development (OEWD)
1 South Van Ness Avenue 5th Floor,
San Francisco, CA 94103

Fiscal Reporting:

Provider must submit invoices in the format provided by OEWD. Invoice forms submitted should include actual expenditures incurred during the month.

1. The invoice supplied shall include the total dollar amount monthly reports on expenditures, matching funds and funding obligations. Invoices will be tied to the contract budget. *The Invoices and corresponding back-up documentation (all receipts for purchases and expenses incurred and reimbursement is being sought) **MUST** be submitted no later than the 10th day of the month. Late submissions must be approved in writing by OEWD staff.*
2. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Provider's proposal and required in the contract.
3. The invoice shall show by line item:
 - a. Budgeted amount (per contract budget or modification)
 - b. Expenses for invoice period
 - c. Expenses year-to-date
 - d. % of budget expended
 - e. Remaining balance
4. Personnel expenditures will show same line item categories by position. Detail will show last name of employee and position.
5. Executive Directors or CEO or other authorized signatory must certify the invoice is accurate by signing the invoice before it is submitted to OEWD.

Provider may submit written request for a budget modification to the grant coordinator, and with written approval contractor may adjust the budget.

Close-Out Reporting

Within 30 days after the end of the contract period, Provider shall submit or receive a final (close-out) report reflecting actual expenditures, which will be supported by the Provider's accounting records. If a refund is due OEWD, it must be submitted by the final invoice deadline which will be communicated by OEWD annually. Any expenses submitted after the final year end billing deadline communicated by OEWD will not be paid.

Audits

Provider is responsible for the arrangement for and payment of any costs associated with audits of its programs. In accordance with OMB Circular A-133 contractor single audits must be submitted to OEWD within nine months after the completion of the program year. If the contractor is not required to submit a single audit in accordance with OMB Circular A-133, contractor agrees to provide OEWD annual accounting of WIOA expenditures.

Ad-Hoc Reporting

Provider will make every reasonable effort to provide additional or non-customary reports on data as requested by OEWD.

Failure to submit invoices, program reports, audits, close-out reports and requested documents within the times specified in the document or in other written OEWD directives may result in withholding of contract payments in part or full or contract termination.

7. Other Requirements

Meetings and Trainings

Provider will attend all required OEWD meetings and trainings. Provider will minimally be required to attend one quarterly meeting/training per program strategy they are contracted for.

Capacity Building Activities

Provider will participate in any OEWD sponsored capacity building meetings, workshops, convening's. Participation in appropriate (optional and mandatory) Capacity Building activities, as determined by OEWD, will be considered when Provider progress is assessed.

Marketing Collateral

Provider will create program marketing collateral (flyers, postcards, invitations, etc.) in close collaboration with OEWD and will not publish/distribute program marketing collateral without prior approval from OEWD. Provider will ensure that specific program contact information is kept up to date at all times.

Workforce Innovations

Provider will utilize and/or disseminate information on OEWD-sponsored tools and services, including but not limited to new job search technologies and resources.

Reasonable Accommodation

OEWD funded programs will ensure that reasonable accommodations are provided to qualified individuals with disabilities. The Provider shall follow the process to provide reasonable accommodations as it is set forth in OEWD's *Reasonable Accommodation Policy and Procedure Guide*. Further, the Provider shall notify the OEWD Program Officer and coordinate with the Disability Employment Initiative (DEI) to fulfill reasonable accommodation requests.

All deliverables must be completed, submitted, and approved by the Project Manager before the end of the grant term in order to be eligible for payment. Project Manager has the ability to withhold payment if deliverables are not fully completed or satisfactory according to Grant Plan and agreement specifications.

2. Budget:

The Grant Plan includes the following Budget.

The budget below may be modified in OEWD’s sole discretion. Approved budget modifications will not allow for additional funds or change in scope of work; such changes will require further approval and a formal amendment to the Agreement.

Funding History Chart

	G100	A1	A2	A3	A4	
FY22-23	\$6,600,000.00					
FY23-24		3,399,999.00				
FY24-25			\$4,780,000.00			
FY25-26					500,000	\$1,500,000.00
Total NTE	\$6,600,000.00	\$9,999,999.00	\$14,779,999.00	\$15,279,999.00	\$16,779,999.00	

Fiscal Year 2025-2026 Budget: [TBD]

Appendix E-4 - Permitted Subgrantees

Mission Language and Vocational School - Nonprofit Corporation - CA - Public Benefit

Subgrantees must comply with any and all state registration requirements and must be approved in writing in advance by OEWD, prior to any services being rendered or payment being issued.