

**FIRST AMENDMENT  
TO GRANT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
BAY AREA COMMUNITY RESOURCES, INC.**

**COVID-RESPONSE RESOURCE HUBS**

THIS FIRST AMENDMENT TO GRANT AGREEMENT (this “Amendment”) is made as of the **First** day of **October, 2023**, in San Francisco, California, by and **between BAY AREA COMMUNITY RESOURCES, INC., a California Non-Profit Public Benefit Corporation** located at **171 Carlos Drive, San Rafael, California, 94903**, hereinafter referred to as (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the Office of Economic and Workforce Development (“OEWD”).

**RECITALS**

WHEREAS, City and Grantee have entered into the Agreement (as defined below);

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 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 scorer pursuant to the RFP; and

WHEREAS, the term of the Agreement expired as of **JUNE 30, 2023**; and

WHEREAS, City and Grantee, each by their conduct, continued their contractual relationship consistent with the Agreement, despite the passing of the expiration date; and

WHEREAS, City and Grantee desire to enter into this Amendment to memorialize their continued contractual relationship and modify the Agreement to **extend the performance period, increase the contract amount, update the scope, update standard contractual clauses, and update subgrantees** on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and obligations of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and the City agree as follows:

- 1. Definitions.** The following definitions shall apply to this Amendment:
  - a. Agreement.** The term “Agreement” shall mean that certain Agreement dated **November 21, 2022** between Grantee and City.
  - b. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
- 2. Modifications to the Agreement.** The Agreement is hereby modified as follows:
  - (a) Article 3.2. Duration of Term** of the Agreement currently reads as follows:

The term of this Agreement shall commence on **JULY 1, 2022** and expire on **JUNE 30, 2023**, 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.

Such section is hereby amended and restated in its entirety to read as follows:

The term of the Agreement shall commence on the later of (a) **JULY 1, 2022** or (b) the effective date specified in Section 3.2. Such term shall end on **JUNE 30, 2024**, unless earlier terminated as provided herein.

- (b) **Article 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

**“Maximum Amount of Grant Funds.** The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **SIX MILLION SIX HUNDRED THOUSAND** Dollars (**\$6,600,000**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the “Grant Amount”).

**Contingent Amount:** “Contingent Amount” shall mean an amount not to exceed **\$1,650,000** in the City’s sole discretion, that may be available as contingency funding for the Grant Plan (Appendix B) subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget (Appendix A) without: (a) submitting a written request to revise the Project Budget and Grant Plan to OEWD along with a proposed revision to the Project Budget and Grant Plan, if applicable, and (b) prior written approval by OEWD of such revision to the Project Budget and Grant Plan, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as available by the Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed **\$8,250,000.**”

Such section is hereby amended and restated in its entirety to read as follows:

**“Maximum Amount of Grant Funds.** The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **NINE MILLION NINE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-NINE** Dollars (**\$9,999,999**) during the Term of the Agreement.”

- (c) **Section 16.20. of the Agreement is amended and restated in its entirety to read as “Reserved”.**

- (d) **Section 16.21 Compliance with Applicable Law.** Section 16.21 of the Agreement is hereby amended and restated in its entirety and shall hereinafter read as follows:

**“16.21. Compliance with Other Laws.** Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City’s Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such laws and regulations. Grantee agrees to maintain its good standing as a

corporation, nonprofit, LLC, partnership, JV, or similar legal entity at all times during the term of this Agreement. This agreement to maintain good standing includes, without limitation, Grantee's continued timely submission of all required information and payments when due to the California Secretary of State, Franchise Tax Board, Internal Revenue Service, California Attorney General's Registry of Charitable Trusts, and any other applicable agency or entity having jurisdiction over Grantee. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Grantee shall provide documentation demonstrating its compliance with all applicable legal requirements. If Grantee will use any subcontractors, subgrantees, or subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with all applicable legal requirements at the time of grant execution and for the duration of the Agreement. Any failure by Grantee or any subcontractors, subgrantees, or subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement."

- (e) **Appendix A.** Appendix A, Budget, of the Grant Agreement displays the original total amount of **\$6,600,000**.

Such section is hereby amended to add Appendix A-I, Budget, which is attached hereto and incorporated herein by this reference and displays the budget for the increased grant amount for the additional services included in this Amendment.

- (f) **Appendix B.** Appendix B, Definition of Grant Plan, of the Grant Agreement describes the services to be provided.

Such section is hereby amended to add Appendix B-I, which is attached hereto and incorporated herein by this reference and displays the additional services to be provided under this Amendment.

- (g) **Appendix E.** Appendix E, Permitted Subgrantees, of the Grant Agreement lists the permitted subgrantees.

Such section is hereby superseded in its entirety by Appendix E-I, which is attached hereto and incorporated herein by this reference and lists the subgrantees to be permitted under this Amendment.

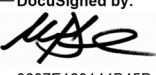
3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **JULY 1, 2023**.
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first specified herein.

**CITY:**

**CITY AND COUNTY OF SAN FRANCISCO,**  
a municipal corporation, acting by and through its  
**OFFICE OF ECONOMIC AND**  
**WORKFORCE DEVELOPMENT**

DocuSigned by:  
By:   
8687E129144B45D...  
Merrick Pascual  
**Merrick Pascual**  
Chief Financial Officer

**GRANTEE:**

By signing this Amendment, I certify on behalf of  
Grantee and not in my individual capacity that  
Grantee complies with the requirements of the  
Minimum Compensation Ordinance, which entitle  
Covered Employees to certain minimum hourly  
wages and compensated and uncompensated time  
off.

**BAY AREA COMMUNITY RESOURCES,**  
**INC.,** a **California** nonprofit public benefit  
corporation

DocuSigned by:  
By:   
F8EAF6706FAF483...  
Don Blasky  
Name: **Don Blasky**

Title: Chief Program Officer

Federal Tax ID Number: 94-2346815

City Supplier Number: 0000024637

**Approved as to Form:**

David Chiu  
City Attorney

DocuSigned by:  
By:   
B6537502D8EC420...  
Mary Kamikihara  
**Mary Kamikihara**  
Deputy City Attorney

**Appendix A-1  
Budget**

| <b>Budget Line Item</b> | <b>Staff Last Name &amp; Title</b>                                | <b>% of staff person budgeted to grant</b> | <b>General Fund</b> |
|-------------------------|---|--|---------------------|
| Staff 1                 | Hub Director - Maritza Gomez                                      | 100%                                       | \$ 94,167.00        |
| Staff 2                 | Mission Resource Hub Manager - Alondra Gallardo                   | 100%                                       | \$ 72,800.00        |
| Staff 3                 | Excelsior Resource Hub Manager - Nancy Hernandez                  | 50%  | \$ 40,000.00        |
| Staff 4                 | Education Hub Manager - TBD                                       | 75%  | \$ 60,000.00        |
| Staff 5                 | Education Family Advocate - Susana Hernandez                      | 77%  | \$ 44,800.00        |
| Staff 6                 | Education Family Advocate - Mariela Gallardo                      | 63%  | \$ 36,400.00        |
| Staff 7                 | Education Family Advocate - Jacqueline Chavez                     | 10%  | \$ 5,600.00         |
| Staff 8                 | Education Family Advocate - TBD (Excelsior)                       | 77%  | \$ 44,800.00        |
| Staff 9                 | Education Services Coordinator - Layhing Reyes                    | 100%                                       | \$ 58,240.00        |
| Staff 10                | Manager of Case Management and Public Benefits - Maritza Arguello | 100%                                       | \$ 82,000.00        |
| Staff 11                | Case Manager - Olivia Franco                                      | 75%  | \$ 48,360.00        |
| Staff 12                | Case Manager - Jackelyne Carillo                                  | 100%                                       | \$ 64,480.00        |
| Staff 13                | Case Manager - Brenda Walker                                      | 12%  | \$ 8,060.00         |
| Staff 14                | Case Manager - TBD  | 75%  | \$ 48,360.00        |
| Staff 15                | Workforce Manager - Jenny Robles                                  | 69%  | \$ 55,000.00        |
| Staff 16                | Career Coach - Everardo Velasquez                                 | 100%                                       | \$ 64,480.00        |
| Staff 17                | Career Coach - Sebastian Tambo Vargas                             | 90%  | \$ 52,640.00        |
| Staff 18                | Career Coach - Kimberly Ornelas                                   | 100%                                       | \$ 57,640.00        |
| Staff 19                | Career Coach - Cesar Amadeos Oyagata                              | 20%  | \$ 12,480.00        |
| Staff 20                | Housing Unit Coordinator - Ana Plaza                              | 100%                                       | \$ 36,000.00        |
| Staff 21                | Housing Specialist - Ana Ruth Valle                               | 100%                                       | \$ 58,240.00        |
| Staff 22                | Housing Specialist - Nathalia Bedoya                              | 96%  | \$ 56,000.00        |
| Staff 23                | Public Benefits Specialist - Jocelyn Silezar                      | 50%  | \$ 26,000.00        |
| Staff 24                | Public Benefits Specialist - Dara Montejo                         | 13%  | \$ 6,500.00         |
| Staff 25                | Public Benefits Specialist - Connie Xotchil Pena                  | 50%  | \$ 26,000.00        |
| Staff 26                | Intake Lead - Zyrria Rosales                                      | 100%                                       | \$ 58,240.00        |
| Staff 27                | Intake Lead - Nelida Barraza                                      | 100%                                       | \$ 58,240.00        |
| Staff 28                | Intake Lead - Sabine Pimentel                                     | 100%                                       | \$ 58,240.00        |
| Staff 29                | Intake - Kali Aroche  | 86%  | \$ 46,680.00        |
| Staff 30                | Hub Support Specialist - Velasquez, Yuri                          | 30%  | \$ 15,600.00        |
| Staff 31                | Hub Support Specialist - Hector Rosales                           | 40%  | \$ 20,800.00        |
| Staff 32                | Hub Support Specialist - Jose Emmanuel Marquez Ayala              | 40%  | \$ 20,800.00        |
| Staff 33                | Driver and Logistics Specialist - Carlos Aroche                   | 75%  | \$ 40,560.00        |
| Staff 34                | Driver and Logistics Specialist - Miguel Portillo                 | 6%   | \$ 3,600.00         |

|   |   |   |                        |
|---|---|---|------------------------|
| Staff 35  | <b>Manager of Outreach and Community Engagement - Agustin Angel</b> | 100%                                    | \$ 73,000.00           |
| Staff 36  | <b>Estefania Lopez, LTF Internship Manager</b>                      | 49%                                     | \$ 39,323.16           |
| Staff 37  | <b>Pacific Islander Hub Manager - Ana Mahina</b>                    | 100%                                    | \$ 60,695.00           |
| Staff 38  | <b>Education Family Advocate - Asipesionau Finau (D10/Hut)</b>      | 100%                                    | \$ 58,240.00           |
| Staff 39  | <b>SALLT Program Facilitator - Faafete Ia</b>                       | 38%                                     | \$ 19,500.00           |
| Staff 40  | <b>SALLT Program Facilitator - Mereta Seelua</b>                    | 38%                                     | \$ 19,500.00           |
| <b>Total budgeted FTE (column E) Total staff salaries by activity (columns F - Z)</b> |   | <b>10.83</b>                            | <b>\$ 1,752,065.16</b> |
| <b>Budget Line Item</b>   | <b>Types of fringe included (eg FICA, SUI, Medical, etc)</b>        | <b>Total fringe % budgeted to grant</b> |                        |
| Fringe benefits   | all fringe combined   | 0.25                                    | \$ 438,015.29          |
| Staff Development   |   |   | \$ 18,000.00           |
| Staff Travel/Mileage/Per Diem   |   |   | \$ 2,500.00            |
|   | <b>Total Staff Expenses</b>   |   | <b>\$ 2,210,580.45</b> |
| <b>Operating Costs</b>  |   |   |                        |
| <b>Budget Line Item</b>   |   |   |                        |
| Lease & Maintenance   |   |   | \$ 6,200.00            |
| Purchase (Furnishings)  |   |   | \$ 2,600.00            |
| Purchase (Computer/IT)  |   |   | \$ 6,000.00            |
| Rent (main facility)  |   |   | \$ 126,500.00          |
| Indirect Rate - Non-Federal   |   |   | \$ 340,000.00          |
| Office Supplies   |   |   | \$ 9,000.00            |
| Program Supplies  |   |   | \$ 30,000.00           |
| Sub-Contract 1  | <b>Mission Language and Vocational School</b>                       |   | \$ 93,400.00           |
| Sub-Contract 2  | <b>Young Community Developers</b>                                   |   | \$ 160,000.00          |
| Sub-Contract 3  | <b>Good Samaritan</b>   |   | \$ 116,000.00          |
| Sub-Contract 4  | <b>Mission Economic Development Agency</b>                          |   | \$ 100,000.00          |
| Food/Meals  |   |   | \$ 18,000.00           |
| Cell Phone fees   |   |   | \$ 13,000.00           |
| Gas/Electric/Water/Utilities  |   |   | \$ 11,000.00           |
|   | <b>Subtotal Operating expenses</b>                                  |   | <b>\$ 1,031,700.00</b> |
| Stipends/Wages/Incentives   |   |   | \$ 65,000.00           |
| Other Barrier Removal Costs   |   |   | \$ 92,718.55           |
| Subtotals   |   |   | <b>Total GF</b>        |
| Totals  |   |   | <b>\$ 3,399,999.00</b> |

## **Appendix B-1--Definition of Grant Plan Community Economic Recovery Hubs**

The term “Grant Plan” shall mean

### **I. Purpose of Grant**

#### **Community Economic Recovery Hubs Overview**

In order to sustain efforts to better assist residents impacted by COVID-19, 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 not limited to): Family Relief funds, COVID testing information, vaccine administration, employment and training, personal protective equipment, housing, unemployment insurance information, public-aide assistance, mental wellness, legal services, transportation assistance, and post-secondary education information.

#### **1. Outreach and Recruitment**

Bayview, 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 intake form that will inform assessment of needs. These and any additional forms required to facilitate or provide services must be completed and entered into data tracker provided by OEWD.

Enrollment into services establishes that Provider has documentation of potential participant’s eligibility and has determined individuals’ 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**

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

Workforce Connection Referrals: For those participants that require workforce connection referrals, Provider must successfully refer and connect individuals to required services. Referral services must provide participant 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, and must provide participant with 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.)

Bayview, 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  
 Bayview Hub, “Yosemite in Bayview”: 1706 Yosemite Ave, San Francisco, CA 94124  
 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 Bayview, Excelsior, Mission, and Visitacion Valley **Hubs**:

| Activity  | Program Year 23-24 Goal | Description   |
|---|-------------------------|---|
| Total Potential Participants for Intake and Assessments | 6,375                   | Number of potential participants assessed for services      |
| Total Participants Enrolled and Provided Referral       | 6,375                   | Number of participants enrolled in services                 |
| Total Potential Participants Provided Support Services  | 6,375                   | Maximum number of participants provided supportive services |

## 4. Data Collection and Evaluation

### Bayview, 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 Bayview, 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 is in compliance 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 5<sup>th</sup> 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 10<sup>th</sup> 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, convenings. 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.

## **Appendix E-1 Permitted Subgrantees**

*Mission Language and Vocational School (MLVS)*  
*Young Community Developers (YCD)*  
*Good Samaritan*  
*Mission Economic Development Agency (MEDA)*