

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

**SECOND AMENDMENT
TO GRANT AGREEMENT**

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

**BAY AREA COMMUNITY RESOURCES, INC.
FSP CONTRACT NUMBER: 1000026242**

COVID RESPONSE RESOURCE HUB COORDINATOR

This AMENDMENT (the “Amendment”) of the **NOVEMBER 21, 2022 Grant Agreement** (the "Agreement") is dated as of **MAY 23, 2024** 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 the Office of Economic and Workforce Development (“OEWD”).

RECITALS

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 City’s Board of Supervisors adopted Resolution No. **XXX-XX** on **DATE**, approving a Second Amendment in accordance with the requirements of San Francisco Charter Section 9.118 (the “First Resolution”) and

WHEREAS, the City and Grantee intended for this Amendment to start on **FEBRUARY 1, 2024**; and

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

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

WHEREAS, the City and Grantee intend for the Agreement to cover the period of **JULY 1, 2022** to **JUNE 30, 2025**, despite this delay; and

WHEREAS, Grantee has submitted to the Department 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 desire to enter into this Amendment to memorialize their continued relationship and modify the Agreement to **extend the performance period, increase the**

contract amount, update the scope, update standard contractual clauses, update invoicing and payment instructions, and add permitted subgrantees on the terms and conditions set forth herein; and

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

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, 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.

a. **Agreement.** The term “Agreement” shall mean that certain Agreement dated **NOVEMBER 21, 2022** between Grantee and City, as amended by the:

First Amendment, dated October 1, 2023.

b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.

2. San Francisco Labor and Employment Code. As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

3. Modifications to the Agreement. The Grant Agreement is hereby modified as follows:

(a) **Section 3.2.** 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 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 otherwise provided herein.”

Such section is hereby deleted and replaced in its entirety to read as follows:

“3.2 Duration of Term. The term of the Agreement shall commence on the later of (a) **JULY 1, 2022** or (b) the effective date specified in Section 3.1. Such terms shall end on **JUNE 30, 2025**, unless earlier terminated as provided herein.”

(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.** 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.”

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

“5.1 **Maximum Amount of Grant Funds.** The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **FOURTEEN MILLION SEVEN HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED NINETY NINE** Dollars (**\$14,779,999**) during the Term of the Agreement..”

(c) **Section 12.1.** Section 12.1 (“Proprietary or Confidential Information of City”) of the Grant Agreement is hereby deleted and replaced in its entirety to read as follows:

“12.1 **Proprietary or Confidential Information.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City, or be provided to Grantee by individuals or organizations in the course of Grantee’s performance under this Agreement, and that such information may contain proprietary or 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 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 nonprofit 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 data given to or collected by Grantee, and/or destroy such data in any form or medium in which Grantee stores the data.”

(d) **Section 16.21.** Section 16.21 (“Compliance with Other Laws”) of the Grant Agreement is hereby amended in its entirety to read as follows (changes in **bold**):

“16.21 **Compliance with Other Laws.**

(a) 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 Charter codes, ordinances, and regulations rules and laws.

(b) **Grantee represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/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, and Appendix A-1, Budget, of the First Amendment, display the original total amount of **\$9,999,999.**

Such section is hereby amended to add Appendix A-2, 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 superseded in its entirety by Appendix B-2, which is attached hereto and incorporated herein by this reference and displays the services to be provided under this Amendment.

- (g) **Appendix C.** Appendix C, Invoicing and Payment Instructions, of the Grant Agreement describes the process for requesting funding.

Such section is hereby superseded in its entirety by Appendix C-1, Invoicing and Payment Instructions, which is attached hereto and incorporated herein by this reference and displays the updated invoicing and payment instructions.

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

Such section is hereby amended to add Appendix E-1, which is attached hereto and incorporated herein by this reference and lists the additional subgrantees to be permitted under this Amendment.

4. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **February 1, 2024.**

5. **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.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Grant Agreement 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**

GRANTEE:

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

By: \s3\

\n3\

Merrick Pascual
Chief Financial Officer

Approved as to Form:

David Chiu
City Attorney

BY: \S1\

\N1\

Print Name: **Don Blasky**
Title: Chief Program Officer
Federal Tax ID #: 94-2346815
City Supplier Number: 0000024637

By: \s2\

\n2\

Mary Kamikihara
Deputy City Attorney

**Appendix A-1
Budget**

**FY2023-2024 Additional Budget (~\$1.68M)
Additional Operating Costs and Participant Expenses**

Operating Costs			
Subcategory	Budget Line Item		
Equipment	Lease & Maintenance		\$ 3,500.00
Equipment	Purchase (Furnishings)		\$ 39,500.00
Facilities	Rent (main facility)		\$ 4,463.00
Indirect/Fees	Indirect Rate - Non-Federal		\$ 168,000.00
Office Supplies	Office Supplies		\$ 20,000.00
Program Supplies	Program Supplies		\$ 70,000.00
Other	Consultant/Contractor 1	Mission Language and Vocational School	\$ 671,778.34
Other	Consultant/Contractor 5	Open Door Legal	\$ 82,000.00
Other	Consultant/Contractor 6	Hands and Heinz Construction	\$ 5,933.34
Telecommunication	Cell Phone fees		\$ 5,100.00
Utilities	Gas/Electric/Water/Utilities		\$ 1,900.00
Supportive Services	Stipends/Wages/Incentives		\$ 150,000.00
Supportive Services	Other Barrier Removal Costs		\$ 457,826.32
	Totals		\$ 1,680,001.00

FY2024-2025 Budget (\$3.1M)
Staff Salaries/Fringe

Subcategory	Staff Last Name & Title	% of staff person budgeted to grant	Local General Funds
Personnel	Hub Director - Maritza Gomez	100%	\$ 95,000.00
Personnel	Mission Resource Hub Manager - Alondra Gallardo	100%	\$ 72,800.00
Personnel	Excelsior Resource Hub Manager - Nancy Hernandez	50%	\$ 40,000.00
Personnel	Education Hub Manager - Nadia Faafiu	75%	\$ 85,000.00
Personnel	Education Family Advocate - Susana Hernandez	77%	\$ 35,840.00
Personnel	Education Family Advocate - Mariela Gallardo	63%	\$ 22,400.00
Personnel	Education Services Coordinator - Layhing Reyes	90%	\$ 52,416.00
Personnel	Manager of Case Management and Public Benefits - Mario Flores	100%	\$ 82,000.00
Personnel	Case Manager - Jackelyne Carillo	100%	\$ 67,000.00
Personnel	Workforce Manager - Jenny Robles	69%	\$ 32,000.00
Personnel	Career Coach - Everardo Velasquez	100%	\$ 67,000.00
Personnel	Career Coach - Sebastian Tambo Vargas	90%	\$ 58,240.00
Personnel	Career Coach - Cesar Amadeos Oyagata	20%	\$ 12,480.00
Personnel	Housing Unit Coordinator - Ana Plaza	100%	\$ 37,500.00
Personnel	Housing Specialist - Ana Ruth Valle	90%	\$ 52,416.00
Personnel	Housing Specialist - Nathalia Bedoya	100%	\$ 58,240.00
Personnel	Public Benefits Specialist - Carolina Ortiz	100%	\$ 52,000.00
Personnel	Public Benefits Specialist - Dara Montejo	100%	\$ 28,334.00
Personnel	Intake Lead - Zyrria Rosales	100%	\$ 58,240.00
Personnel	Intake Lead - Sabine Pimentel	100%	\$ 58,240.00
Personnel	Intake - Kali Aroche	63%	\$ 36,400.00
Personnel	Hub Support Specialist - Yuri Velasquez	30%	\$ 16,000.00
Personnel	Intake Specialist - Hector Rosales	100%	\$ 54,080.00
Personnel	Hub Support Specialist - Jose Emmanuel Marquez Ayala	60%	\$ 31,200.00
Personnel	Driver and Logistics Specialist - Carlos Aroche	80%	\$ 43,264.00
Personnel	Manager of Outreach and Community Engagement - Agustin Angel	75%	\$ 54,600.00
Personnel	Estefania Lopez, LTF Internship Manager	49%	\$ 20,000.00
Personnel	Pacific Islander Hub Manager - Ana Mahina	80%	\$ 58,240.00
Personnel	Education Family Advocate - Asipesionau Finau (D10/Hut)	100%	\$ 58,240.00
Personnel	SALLT Program Facilitator - Faafete Ia	38%	\$ 19,500.00
Personnel	SALLT Program Facilitator - Mereta Seelua	38%	\$ 19,500.00
Personnel	Sr. Case Manager - Jada Geraldine Rodriguez	61%	\$ 67,000.00
Total budgeted FTE (column E)			
Total staff salaries by activity (columns F - Z)		10.73	\$ 1,545,170.00
Subcategory	Types of fringe included (eg FICA, SUI, Medical, etc)	Total fringe % budgeted to grant	
Personnel	all fringe combined	25%	\$ 386,292.50

FY2024-2025 Budget (\$3.1M)
Other Staff Expenses, Operating Costs, and Participant Expenses

Subcategory	Budget Line Item	Types of fringe included (eg FICA, SUI, Medical, etc)	
Staff Expenses	Staff Development		\$ 15,000.00
Staff Expenses	Staff Travel/Mileage/Per Diem		\$ 4,487.50
		Total Staff Expenses	\$ 1,950,950.00
Operating Costs			
Subcategory	Budget Line Item		
Equipment	Lease & Maintenance		\$ 6,200.00
Equipment	Purchase (Computer/IT)		\$ 6,000.00
Facilities	Rent (auxillary space)		\$ 126,500.00
Indirect/Fees	Indirect Rate - Non-Federal		\$ 310,000.00
Office Supplies	Office Supplies		\$ 6,000.00
Program Supplies	Program Supplies		\$ 12,000.00
Other	Consultant/Contractor 1	Mission Language and Vocational School	\$ 357,350.00
Other	Consultant/Contractor 3	Good Samaritan Family Resource Center	\$ 116,000.00
Other	Consultant/Contractor 4	Mission Economic Development Agency	\$ 50,000.00
Other	Food/Meals		\$ 12,000.00
Telecommunication	Telephone/Fax/Internet		\$ 15,000.00
Utilities	Gas/Electric/Water/Utilities		\$ 12,000.00
		Subtotal Operating expenses	\$ 1,029,050.00
		Percentage of Op expenses budgeted by fund and activity	
Supportive Services	Stipends/Wages/Incentives		\$ 48,000.00
Supportive Services	Other Barrier Removal Costs		\$ 72,000.00
	Subtotals		Total GF
	Totals		\$ 3,100,000.00

Appendix B-2
Definition of Grant Plan
Bay Area Community Resources, Inc.

The term “Grant Plan” shall mean

I. Purpose of Grant

COVID Response Resource Hubs Coordinator – 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-aid 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 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 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	PY 23-25 Goal	Description
Total Potential Participants for Intake and Assessments	14,300	Number of potential participants assessed for services
Total Participants Enrolled and Provided Referral	14,300	Number of participants enrolled in services
Total Potential Participants Provided Support Services	14,300	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 invoice packages should be submitted to:

Office of Economic and Workforce Development (OEWD)
1 South Van Ness Avenue 5th Floor,
San Francisco, CA 94103
oewd.ap@sfgov.org

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.

Appendix C Invoicing and Payment Instructions

Suppliers eligible to invoice via eSettlements may submit invoices online, via the SF Supplier Portal. To submit invoices for this project, log into the SF Supplier Portal at the following link:

<https://sfcitypartner.sfgov.org/pages/BS3/login.aspx>

Job aids describing the eSettlements invoicing process can be found at the following site:

<https://sfcitypartnersupport.sfgov.org/support/solutions/folders/11000080783>

Invoicing Instructions:

- I. Grantee will submit a monthly invoice within 10 days after the month that expenses were incurred or the deliverable was accepted by OEWD. The invoice shall include a coversheet (below), summarizing all costs included in that month's invoice, and a PDF file that includes all supporting documentation (invoices, receipts, copies of checks, copies of deliverables or confirmation of delivery from Program Manager). Only one invoice should be submitted per month. These documents must be submitted electronically in the SF Supplier Portal.
- II. Failure to submit required documents by specified deadlines may result in withholding of contract payments. Failure to submit sufficient supporting documentation and/or any discrepancies on the invoice may result in withholding of contract payments. Failure to meet contract performance goals will result in a corrective action plan, withholding of contract payments in full or part and/or termination.
- III. Following OEWD verification that claimed services are authorized and delivered satisfactorily, OEWD will authorize payment no later than 30 days after receipt of the invoice and all billing information set forth above.
- IV. Grantee shall be prepared to submit a final invoice which reconciles all charges for the fiscal year. If a refund is due to OEWD, it must be submitted with the final invoice. OEWD will inform Grantee of the due date for all close-out deadlines. Any expenses submitted after the communicated deadline (generally 20 days following the fiscal year end) will not be paid. **NOTE: All deliverables must be approved by the PM in writing on or before the term end date.**
- V. OEWD may change the invoice submission method at its discretion by notifying Grantee in writing.
- VI. Acquisition and Disposition of Nonexpendable Property

Title to all nonexpendable property (nonexpendable property is property other than real property that costs more than \$1,000.00 and has a useful life which exceeds one year) acquired by Grantee in whole or in part with funds (including WIOA, CDBG, and General Fund, unless prohibited by the source) provided under this Agreement, shall vest immediately in City for the purpose of securing Grantee's performance under this Agreement, unless City notifies Grantee to the contrary. Grantee shall take any and all steps necessary to take title to such property in City's name. Grantee shall have the right to possession of such property, and shall be solely responsible for the use and maintenance of such property and for any liability associated with the property that arises or relates to any act or omission occurring at any point prior to Grantee's delivery of the property to City. Grantee may not alienate, transfer or encumber such property without City's prior written consent. At the end of the term or upon earlier expiration of this Agreement, possession of said property should be immediately surrendered if requested by the City.

- VII. By submitting each monthly invoice, Supplier certifies that:

- (a) The total amount of funds requested pursuant to the invoice will be used to pay Eligible Expenses, as set forth in Appendix A of the Agreement. Supplier has attached true and correct copies of all required documentation of such Eligible Expenses.
- (b) After giving effect to the disbursement requested pursuant to the Invoice, the grant funds disbursed as of the date of the disbursement will not exceed the maximum amount set forth in Appendix A of the Agreement.
- (c) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;
- (d) No Event of Default has occurred and is continuing;
- (e) The person submitting the request through the City's approved electronic submission system is duly authorized to submit the invoice on behalf of Supplier, and;
- (f) Supplier certifies compliance with the requirements of the Minimum Compensation Ordinance, which entitles Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.
- (g) Supplier certifies compliance with the requirements of the Health Care Security Ordinance, which entitles Covered Employees to certain health benefits.
- (h) Supplier is not suspended, debarred or otherwise excluded from participation in federal, state or local assistance programs.

Appendix E-2 – Permitted Subgrantees

Open Door Legal