

CITY AND COUNTY OF SAN FRANCISCO

GRANT AGREEMENT

between
CITY AND COUNTY OF SAN FRANCISCO
and
EPISCOPAL COMMUNITY SERVICES

THIS GRANT AGREEMENT (this “Agreement”) is made this **1st** day of **June, 2019**, in the City and County of San Francisco, State of California, by and between **Episcopal Community Services**, located at 165 Eighth Street, 3rd Floor, San Francisco, CA 94103 (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the Agency (as hereinafter defined),

WITNESSETH:

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) , for the purpose of funding the matters set forth in the Grant Plan (as hereinafter defined) and summarized briefly as follows: to provide property management and support services to residents residing at the Henry Hotel; and

WHEREAS, Ordinance No. 61-19 authorizes the Agency to enter into contracts without adhering to the Administrative Code provisions regarding competitive bidding and other requirements for construction work, procurement, and personal services relating to the shelter crisis; and

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1. Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

- (a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

- (b) “**Agency**” shall mean the Department of Homelessness and Supportive Housing

- (c) “**Application Documents**” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (d) “**Budget**” shall mean either the budget attached hereto as part of Appendix B, if any, or the budget included in the Application Documents, to the extent expressly approved by the Agency.
- (e) “**Charter**” shall mean the Charter of City.
- (f) “**Controller**” shall mean the Controller of City.
- (g) “**Eligible Expenses**” shall have the meaning set forth in Appendix A.
- (h) “**Event of Default**” shall have the meaning set forth in Section 11.1.
- (i) “**Fiscal Quarter**” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) “**Fiscal Year**” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during all or any portion of which this Agreement is in effect.
- (k) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).
- (l) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (m) “**Grant Plan**” shall have the meaning set forth in Appendices A and B, or shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter described in the Application documents; provided, however, that in the event of any inconsistency in such description, the most recent of the conflicting documents shall govern.
- (n) “**HRC**” shall mean the Human Rights Commission of City, or, in light of legal changes in the governing structure, shall mean “**CMD**” or the Contract Monitoring Division of the City.
- (o) “**Indemnified Parties**” shall mean: (i) City, including the Agency and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

- (p) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (q) “**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, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.
- (r) “**Contractor**” shall mean “Grantee” as certain City Contracting requirements also apply to Grants of the City of San Francisco.

1.2 Additional Terms. The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Agency. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Agency. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Agency. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”. The use of the term “subcontractor” “successor” or “assign” herein refers only to a subcontractor (“subgrantee”), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” herein or “hereto” refer to this Agreement as a whole.

ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

2.2 Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In

addition, as set forth in Section 21.19 of the San Francisco Administrative Code: City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies that are provided by Grantee which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement which would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 Automatic Termination for Nonappropriation of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Agency has notified Grantee thereof in writing.

- 3.2 Duration of Term.** The term of this Agreement shall commence on the later of (a) **July 1, 2019** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **June 30, 2022**.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

- 4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall, in good faith and with diligence, implement the Grant Plan on the terms and conditions set forth in this Agreement and the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.
- 4.2 Grantee's Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.
- 4.3 Grantee's Board of Directors.** Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.
- 4.4 Publications and Work Product.**
- (a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.
- (b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any

- such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.
- (c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.
 - (d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.
 - (e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.
 - (f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Agency. Except as set forth in this Section, Grantee shall not use the name of the Agency or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant funds.

The amount of the Grant Funds disbursed hereunder shall not exceed **Six Million Three Hundred Seventy Seven Thousand Six Hundred Seventy Nine Dollars (\$6,377,679)** for the period **from July 1, 2019 to June 30, 2022, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **Two Million Five Hundred Thousand Dollars (\$2,500,000)** for the period from **July 1, 2021 to June 30, 2022, may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Eight Million Eight Hundred Seventy Seven Thousand Six Hundred Seventy Nine Dollars (\$8,877,679)** for the period from **July 1, 2019 to June 30, 2022.**

Grantee understands that the maximum amount of Grant Funds disbursement identified above in Section 5.1 of this Agreement, includes the amount shown as the contingent amount and may not to be used in Program Budget(s) attached to this Agreement as Appendix B, and is not available to Grantee without a written revision to the Program Budgets of Appendix B approved by Agency. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies and procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Appendix B and defined as eligible expenses in 2 CFR Part 200 Subpart E, Cost Principles, if the source of funding for this program is Federal, and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget, if any, and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

- (a) Grantee shall submit to the Agency, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any Funding Request that is submitted and is not approved by the Agency shall be returned by the Agency to Grantee with a brief statement of the reason for the Agency's rejection of such Funding Request. If any such rejection relates only to a portion of Eligible Expenses itemized in such Funding Request, the Agency 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 Agency.
- (b) The Agency shall make all disbursements of Grant Funds pursuant to this Section by check payable to Grantee, sent via U.S. mail or by Automated Clearing House (ACH) payments authorized by the City Controller's Office in accordance with Article 15, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency

shall make disbursements of Grant Funds no more than once during each month for the term of the grant.

5.4 State or Federal Funds:

- (a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Grantee under this Agreement or any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.
- (b) **Single Audit Requirements.** Grantees that expend \$750,000 or more in a fiscal year that began after December 26, 2014 from any and all Federal awards shall have a single audit conducted in each of those fiscal years accordance with 2 CFR Part 200 Subpart F . Grantees that expend less than \$750,000 a year in Federal awards are exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office, and are still subject to other audit requirements as specified in 2 CFR Subpart F §200.501

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

- 6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Agency, in form and substance satisfactory to the Agency. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.
- 6.2 Organizational Documents.** If requested by City, on or before the date of this Agreement, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.
- 6.3 Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.
- 6.4 Financial Statements.** Within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of

income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee, and in compliance with 2 CFR Part 200 Subpart F, as applicable.

- 6.5 Books and Records.** Grantee shall establish and maintain 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 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 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.
- 6.6 Inspection and Audit.** Grantee shall make available to City, its employees and authorized representatives, and its Federal and State funders, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.
- 6.7 Submitting False Claims; Monetary Penalties.** Any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.
- 6.8 Ownership of Results.** Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer

diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

- 6.9 Works for Hire.** If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Article 6.

ARTICLE 7 TAXES

- 7.1 Grantee to Pay All Taxes.** Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.
- 7.2 Use of City Real Property.** If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:
- (a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.
 - (b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or

extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

- (c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3 Reserved (Earned Income Credit (EIC) Forms).

**ARTICLE 8
REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

- 8.1 Organization; Authorization.** Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.
- 8.2 Location.** Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.
- 8.3 No Misstatements.** No document furnished or to be furnished by Grantee to City or City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.
- 8.4 Conflict of Interest.**
 - (a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without 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).

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).

8.6 Subcontracts. Except as may be permitted under Section 13.3, Grantee has not entered into any Agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

8.7 Eligibility to Receive 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.

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

9.3 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON GRANT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.

- (b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

- (a) Name as additional insured City and County of San Francisco, its officers, agents and employees.
- (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City

certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

10.8 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this Agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

10.9 Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors on the City premises.

10.10 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

- (a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.
- (b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.
- (c) **Failure to Comply with Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 16.
- (d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other Agreement or covenant of this Agreement to be performed or observed by

Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

- (e) **Cross Default.** Grantee defaults under any other Agreement between Grantee and City (after expiration of any grace period expressly stated in such Agreement).
- (f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.
- (h) **Failure to Protect Private Information.** Grantee discloses information it is required to protect under Section 12.1.

11.2 Termination for Convenience

- (a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Grantee 30 day written notice of termination. The notice shall specify the date on which termination shall become effective.
- (b) Upon receipt of the notice, Grantee shall commence and perform, with diligence, all actions necessary on the part of Grantee to effect the termination of this Agreement on the date specified by City and to minimize the liability of Grantee and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:
 - (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
 - (2) Not placing any further orders or subgrants for materials, services, equipment or other items.

- (3) Terminating all existing orders and subgrants.
 - (4) At City's direction, assigning to City any or all of Grantee's right, title, and interest under the orders and subgrants terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants.
 - (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subgrants.
 - (6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
 - (7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Grantee and in which City has or may acquire an interest.
- (c) Within 30 days after the specified termination date, Grantee shall submit to City an invoice, which shall set forth each of the following as a separate line item:
- (1) The reasonable cost to Grantee, without profit, for all services and other work City directed Grantee to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10 percent of Grantee's direct costs for services or other work. Any overhead allowance shall be separately itemized. Grantee may also recover the reasonable cost of preparing the invoice.
 - (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Grantee can establish, to the satisfaction of City, that Grantee would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5 percent of such cost.
 - (3) The reasonable cost to Grantee of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
 - (4) A deduction for the cost of materials to be retained by Grantee, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.
- (d) In no event shall City be liable for costs incurred by Grantee or any of its subgrantees after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this

Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

- (e) In arriving at the amount due to Grantee under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Grantee's final invoice; (2) any claim which City may have against Grantee in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.
- (f) City's payment obligation under this Section shall survive termination of this Agreement.

11.3 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

- (a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee and, on the date specified in such notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the event of such termination, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.
- (b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default shall be disbursed without interest.
- (c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other Agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.
- (d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

11.4 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Protection of Private Information.

- (a) **Personal Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.
- (b) **Protected Social Service and Personal Health Information.** Contractor, all subgrantees, and all agents and employees of Contractor and any subgrantee shall comply with any and all privacy laws regarding social service recipient information and/or the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Agreement. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected social service or protected health information given to Contractor or its subgrantees or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement.
- (c) **Proprietary and Confidential Information of City.** 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 and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee 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.

- 12.2 Sunshine Ordinance.** Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that grants, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking grants, shall be open to inspection immediately after a grant has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a grant or other benefit until and unless that person or organization is awarded the grant or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.
- 12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee has on or before the date hereof provided to City financial projections, including profit and loss figures, for the Project. For the term of the Agreement, Grantee shall within one hundred twenty (120) days after the end of Grantee's fiscal year end provide to City annual financial statements for the Project certified by the Grantee as complete and accurate and audited by an independent accounting firm. The Grantee acknowledges and agrees that the financial projections and audited financial statements shall be public records subject to disclosure upon request.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

- 13.1 No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.
- 13.2 Agreement Made in Violation of this Article.** Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.
- 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 on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees then Grantee shall have no rights under this Section.

- (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 subgrantees 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 of the 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 subcontractor 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.

13.4 Grantee Retains Responsibility. Grantee shall in all events remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

- 14.1 Nature of Agreement.** Grantee shall be deemed at all times to be an independent grantee and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.
- 14.2 Direction.** Any terms in this Agreement referring to direction or instruction from the Agency or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.
- 14.3 Consequences of Recharacterization.**
- (a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the

amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

- (b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).
- (c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to the Agency or City: Department of Homelessness and Supportive Housing
Contracts Division
P.O. Box 427400
San Francisco, CA 94142-7400
Facsimile No. 415.355.5288

If to Grantee: Episcopal Community Services
165 Eighth Street, 3rd Floor
San Francisco, CA 94103
Attn: Mary Elizabeth Stokes
Email: bstokes@ecs-sf.org

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand

delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

15.3 Change of Address. From time to time any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16 COMPLIANCE

16.1 Reserved (Local Business Enterprise Utilization; Liquidated Damages).

16.2 Nondiscrimination; Penalties.

- (a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such Grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- (b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Grant Agreement.** As a condition to this Agreement, Grantee shall execute the “Chapter 12B Declaration: Nondiscrimination in Grants and Benefits” form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. 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, must be accessible to the disabled public. Grantee shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Grantee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement, 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.

Chapter 21-100 Nondiscrimination in State and Federally Assisted Programs require that Grantees administer their program(s) in a nondiscriminatory manner and in compliance with civil rights obligations and to accommodate non-English-speaking or limited-English-proficient individuals and individuals with disabilities or impairments. At a minimum, grantees must provide the following:

- Procedures for informing clients of their civil rights under Chapter 21-100;
- Policies and procedures for handling complaints filed with or against a Grantee;
- Policies and procedures that ensure Grantees accommodate individuals with hearing impairments, visual impairments and other disabilities;
- Policies and procedures that ensure that Grantees provide appropriate language services, including a breakdown of bilingual/interpreter staff and a description of how written information is communicated to non-English speaking clients; and
- Policies and procedures for ensuring that Grantee staff are adequately trained in the requirements of Chapter 21 under California Department of Social Services standards.

16.8 Requiring Minimum Compensation for Covered Employees

- (a) Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.
- (b) The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any

subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

(c) Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

(1) Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

(2) Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

(3) Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the grant, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

(4) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

(5) If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of Agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an Agreement or Agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This

obligation arises on the effective date of the Agreement that causes the cumulative amount of Agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

16.9 Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who grants with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the grant must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the grant until the later of either the termination of negotiations for such grant or six months after the date the grant is approved. Contractor acknowledges that the foregoing restriction applies only if the grant or a combination or series of grants approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the grant; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or grant; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

16.10 First Source Hiring Program.

- (a) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.
- (b) **First Source Hiring Agreement.** As an essential term of, and consideration for, any grant or property grant with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the grant or property grant. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

- (1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.
- (2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.
- (3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.
- (4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be non-duplicative, and facilitate a coordinated flow of information and referrals.

- (5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of grants and property grants handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City grant or property grant has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.
 - (6) Set the term of the requirements.
 - (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
 - (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
 - (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy grants.
- (c) **Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.
- (d) **Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.
- (e) **Liquidated Damages.** Contractor agrees:
- (1) To be liable to the City for liquidated damages as provided in this section;
 - (2) To be subject to the procedures governing enforcement of breaches of grants based on violations of grant provisions required by this Chapter as set forth in this section;
 - (3) That the Contractor's commitment to comply with this Chapter is a material element of the City's consideration for this grant; that the failure of the Contractor to comply with the grant provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to

quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the Contractor from the first source hiring process, as determined by the FSHA during its first investigation of a Contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the Contractor's failure to comply with its first source referral contractual obligations.

- (4) That the continued failure by a Contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the Contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
 - A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
 - B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4 percent. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a Contractor to comply with its first source referral contractual obligations.
- (6) That the failure of Contractors to comply with this Chapter, except property Contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the grant or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

(f) **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

16.11 Prohibition on Political Activity with City Funds. In accordance with S. F. Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, “Political Activity”). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other Agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City grant for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Supervision of Minors. Grantee, and any subgrantees, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Grantee, or any subgrantee, in which he or she would have

supervisory or disciplinary power over a minor under his or her care. If Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Grantee shall not hire, and shall prevent its subgrantees from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Grantee, or any of its subgrantees, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Grantee shall comply, and cause its subgrantees to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Grantee shall provide, or cause its subgrantees to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its grant with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

16.14 Public Access to Meetings and Records. If the Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.15 Consideration of Criminal History in Hiring and Employment Decisions.

(a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used

in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

- (b) The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.
- (c) Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (d) Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.
- (e) Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.
- (f) Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.
- (g) Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any

language spoken by at least 5 percent of the employees at the workplace, job site, or other location at which it is posted.

- (h) Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

16.16 Food Service Waste Reduction Requirements. Effective June 1, 2007, Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.17 Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

16.18 Reserved (Slavery Era Disclosure).

16.19 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 Charter codes, ordinances, and regulations rules and laws.

16.20 Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subgrantees of Grantee, will be paid unless the provider received advance written approval from the City Attorney.

ARTICLE 17 MISCELLANEOUS

- 17.1 No Waiver.** No waiver by the Agency or City of any default or breach of this Agreement shall be implied from any failure by the Agency or City to take action on account of such default if such default persists or is repeated. No express waiver by the Agency or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Agency of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Agency or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.
- 17.2 Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the director or president, as the case may be, of the Agency who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- 17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 17.5 Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
- 17.6 Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:
- Appendix A, Services to be Provided
 - Appendix B, Budget
 - Appendix C, Method of Payment
 - Appendix D, Interests in Other City Grants
 - Appendix E, Permitted Subcontractors
 - Appendix F, Dispute Resolution Procedure
- 17.7 Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims; Monetary Penalties.
Section 6.8	Ownership of Results.
Article 7	Taxes.
Article 9	Indemnification and General Liability.
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents.
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous.

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Dispute Resolution Procedure. The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or grant between the City and County of San Francisco and nonprofit health and human services grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the

designated contact person in the department. If informal discussion has failed to resolve the problem, grantees and departments should employ the following steps:

Step 1 The grantee will submit a written statement of the concern or dispute addressed to the Grant/Program Manager who oversees the Agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Grant/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the grantee or provide a written response to the grantee within 10 working days.

Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the grantee may request review by the Division or Department Head who supervises the Grant/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the grantee. The Department will respond in writing within 10 working days.

In addition to the above process, grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Granting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline granting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at [https://sfgov.org/sfc/npcontractingtf/Modules/CNPCTF_BOS_RPT_06-26-03\(1\)_3adc.PDF](https://sfgov.org/sfc/npcontractingtf/Modules/CNPCTF_BOS_RPT_06-26-03(1)_3adc.PDF).

17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

17.14 Services During a City-Declared Emergency. In case of an emergency that affects the San Francisco Bay Area, Grantee will make a good faith effort to continue to provide services to the Department's clients on a priority basis. Contactor shall provide fair prices for services that may not be covered under the awarded grant but are necessary as a direct result of the City-declared emergency. Grantee will document the expenses incurred and submit a prompt request for payment to the Department.

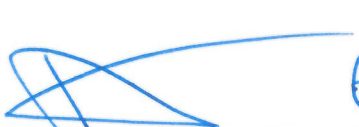
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY

GRANTEE:

Department of Homelessness and Supportive Housing

EPISCOPAL COMMUNITY SERVICES

By:  6/27/19
Date
Jeff Kositsky
Director
Department of Homelessness and Supportive Housing

By:  6/7/19
Date
Mary Elizabeth Stoke
Executive Director
165 Eighth Street, 3rd Floor
San Francisco, CA 94103
Phone: 415.487.3300

City Supplier ID: 0000020568

Approved as to Form:

Dennis J. Herrera
City Attorney

By:  6/17/19
Date
Anne Pearson
Deputy City Attorney

Appendix A, Services to be Provided
by
Episcopal Community Services
Henry Hotel
July 1, 2019 to June 30, 2022

I. Purpose of Grant

The purpose of this grant is to provide property management and support services to adults in permanent supportive housing. The goals of these services are to help tenants retain their housing or move to other appropriate housing, and to maintain a respectful and healthy living environment.

II. Served Population

Contractor shall serve formerly homeless and income-eligible adults and older adults. An adult is defined as an individual or couple 18 years old or older without the custody of minors below 18 years of age. Couples consist of two adult individuals who are married, in a domestic partnership, or who can provide documentation of an established partnership. An older adult is defined as an individual aged 55 or older.

III. Referral and Prioritization

All new tenants will be referred by the Department of Homelessness and Supportive Housing (HSH) via the Coordinated Entry System, which organizes the City's Homelessness Response System (HRS) with a common, population-specific assessment, centralized data system, and prioritization method.

Eligibility criteria may include meeting a definition of homelessness at the time of referral and placement, enrollment in specific benefits programs, income criteria and/or the ability to live independently within the structure of the housing program. Tenants who meet eligibility criteria for Permanent Supportive Housing programs are prioritized based on various criteria, such as levels of vulnerability, length and history of homelessness, and severity of housing barriers.

IV. Description of Services

Grantee shall provide Property Management and Support Services to tenants residing in 121 units, which includes 54 units supported through Continuum of Care (CoC) Rental Assistance.

A. Property Management

1. Program Applicant Selection and Intake: Grantee shall follow the processes agreed upon by Contractor, HSH, property owner, housing subsidy administrators, and/or other entities involved with referrals.
2. Annual Tenant Re-certification: When required, Grantee shall re-certify tenant income after each year of residence. This is generally done on the anniversary of a tenant's move-in date.
3. Residential Lease Set-Up: Grantee shall draft, provide and sign a rental agreement with each tenant at the time of move-in. The lease agreement shall include House

Rules and other pertinent Lease Addenda. Grantee shall review its Grievance policies and procedures and HSH policies and procedures with tenants at the time of lease signing.

4. Collection of Rents, Security Deposits, and Other Receipts: Grantee shall collect and process rent and other housing-related payments made by tenants.
 - a. Grantee shall communicate and coordinate with local, state and/or federal agencies, as needed to process rental subsidies.
 - b. For tenants paying a portion of their income towards rent, Grantee shall assist with payment arrangements and comply with HSH or other requirements governing how much tenants are required to pay.
 - c. For programs that require tenants to enroll in third party rent payment services, Grantee shall complete and submit referral paperwork to the agency providing the service and notify HSH of any problems with the arrangement.
5. Lease Enforcement, Written Notices and Eviction Prevention:
 - a. Grantee shall provide written notice or warning to tenants to notify them of any issue that may affect ongoing tenancy including, but not limited to, failure to pay rent on time or in full, violations of house rules and actions that are in violation of the rental agreement.
 - b. When necessary, Grantee shall provide notice to tenants of any actions related to the eviction process in accordance with laws in effect in San Francisco.
 - c. Grantee shall work with tenants, in conjunction with support services, to resolve issues that put tenants at risk of eviction.
 - d. Grantee shall copy the support services team on all of these communications.
6. Building Service Payments: Grantee shall set up and manage utility accounts and services related to the property, including but not limited to communications, alarms/security, fire alarm monitoring, garbage, water, and pest control. This may include elevator maintenance, as required.
7. Building Maintenance: Grantee shall maintain the facility in sanitary and operable condition, post protocol and forms for tenant requests for maintenance or repairs, and respond to requests in a timely manner. Building maintenance shall include the following services:
 - a. Janitorial services in common areas, offices, and shared-use restroom and shower facilities;
 - b. Regular removal of garbage/trash from designated trash areas and maintenance of these areas as clean and functional;
 - c. Pest control services, as needed;
 - d. Maintenance and repair of facility systems, plumbing, electrical, safety issues;
 - e. Building security; and
 - f. Preparation of apartments for tenant move-in and move-out.
8. Front Desk Coverage: Grantee shall provide front desk coverage 24 hours per day, seven days per week.

9. Rent Calculation:

- a. Rents are assessed at 30 percent of individual income.
- b. Unit rent shall have a maximum monthly rent of \$503. County Adult Assistance Program (CAAP) recipients are responsible for a tenant rent portion between \$278 and \$318 per month, depending on the type of benefits received. Future tenant rent increases are limited to one per year and must be approved in advance of notice to tenants by the HSH Program Manager. The tenant's portion of the rent while receiving CAAP benefits is determined by HSH and does not require prior notice upon changes.

B. Support Services

Support Services are voluntary and shall be available to all tenants of the building, regardless of whether they were referred and placed by HSH. Support Services shall include, but are not limited to, the following:

1. Outreach: Grantee shall actively engage with tenants to provide information about and invite them to use available Support Services. Outreach methods shall include in-person interactions, written messages, phone calls, voice mail, and emails, as available and appropriate to reach individual tenants.
2. Intake and Assessment: Grantee shall coordinate the initial intake with applicants for vacant units with Property Management, and if possible, begin establishing a rapport with tenants prior to move-in. Grantee shall attempt to coordinate with an incoming tenant's current Case Manager(s) (e.g., at the shelter, agency or Coordinated Entry Access Point where a tenant is currently receiving services) to ensure a warm hand-off and transition into housing. This may include an exchange of information about challenges the tenant is experiencing and/or and current services being accessed in the community.
3. Case Management: Grantee shall provide ongoing meetings and counseling services for tenants to establish goals, develop Individualized Service Plans, and track progress toward achieving those goals. Grantee shall document Case Management meetings, engagement, and status of tenants at least once per month to ensure they are doing well and are receiving the support they need to maintain housing.
4. Benefits Advocacy and Assistance: Grantee shall assist tenants with obtaining or maintaining benefits. Grantee shall provide referrals for and solve problems preventing a tenant's enrollment in county, state and federal benefits programs. Grantee may help tenants identify, apply for and establish appointments for available services such as cash aid, food programs, medical clinics and/or in-home support.
5. Referrals and Coordination of Services: Grantee shall help tenants identify and access services available within the community that meet specific needs or

support progress toward identified goals. Grantee may provide information about services, call to help establish appointments, assist with applications, provide appointment reminders, follow up/check in with tenants regarding progress, and, as necessary, re-refer. Grantee shall also communicate and coordinate with outside service providers and adult health clinics to support existing linkages that tenants may have.

6. Coordination with Property Management: Grantee shall assist tenants in communicating with, responding to and meeting with Property Management. This may include helping a tenant understand the meaning of messages/letters/warnings from Property Management, helping a tenant write requests, responses or complaints, and participating in meetings between the tenant and Property Management to facilitate communication.

Grantee shall coordinate with Property Management and external agencies to find creative ways to engage with tenants, as necessary. This may be the case if a tenant is experiencing challenges with their housing and is not inclined to proactively engage.

7. Wellness Checks: Grantee shall conduct Wellness Checks in accordance with HSH policy to assess a tenant's safety when there is a reason to believe the tenant is at immediate and substantial risk due to a medical and/or psychiatric emergency.
8. Support Groups, Social Events and Organized Activities:
 - a. Grantee shall provide tenants with opportunities to participate in organized gatherings for peer support, to gain information from presenters and each other, to form social connections with other tenants and staff, or to celebrate significant individual, holiday and community events. These events may be planned with or based on input from tenants and shall be held on site at least once per week. Grantee shall post and provide to tenants a monthly calendar of events.
 - b. Grantee shall conduct monthly community meetings for tenants, in coordination with Property Management, during which tenants may discuss building concerns and program ideas with representatives from both Support Services and Property Management staff.
 - c. Grantee shall provide appropriate programming for the population(s) served.
9. Housing Stability Support: Grantee shall outreach to and offer on-site services and/or referrals to all tenants who display indications of housing instability. Such indications include but are not limited to discontinuance from benefits, non-payment of rent, lease violations or warnings from Property Management, and conflicts with staff or other tenants. Grantee shall assist with the de-escalation and resolution of conflicts as needed.

10. Modified Payment Program: Grantee shall offer a Modified Payment Program (MPP) money management/rep payee services (through a HSH designated and funded MPP provider) to ensure timely payment of rent, timely distribution of the non-rent portion of each tenant's warrant, and the prevention of loss of housing due to non-payment of rent.

If Grantee is tenant's representative payee or tenant is enrolled in money management, Grantee shall collect the rent and issue disbursements according to an agreed upon money management plan. If Grantee is not the representative payee, Grantee shall collect rent payments from tenant on a timely basis.

11. Supervision: Grantee shall ensure that on-site Support Services staff has access to bi-monthly case conferencing and ongoing supervision. This allows staff to provide appropriate case management, counseling and referral services to participants with emerging and ongoing mental health issues.

12. Exit Planning and After-Care Services: If a tenant is moving out of the building, Grantee shall outreach to the tenant to engage in exit planning and support the tenant's successful transition out of the program, and coordinate with Property Management, as necessary. The exit plan shall depend on the tenant's needs and preferences but may include establishing a link to outpatient case management as well as access to services in the community. Grantee shall provide and/or coordinate aftercare services following a tenant's exit from the program for up to 90 days or as indicated by tenant need.

V. Location and Time of Services

Grantee shall provide services at 106 Sixth Street, San Francisco, Monday through Friday, during posted business hours. Grantee may also provide services evenings and weekends, and at other times when necessary to best serve tenants.

Grantee shall work with the Property Management staff to coordinate after-hours emergency backup, which will include the ability to reach Property Management by phone. Grantee shall implement policies and procedures pertaining to emergency backup and will train staff accordingly.

VI. Service Requirements

A. 1:25 Case Manager Ratio: Grantee shall maintain a 1:25 ratio of Case Managers to HSH-placed units.

B. Vacancies: Grantee shall report vacancies the HSH Program Manager in a timely fashion according to established procedures and process all tenant referrals in the HSH pre-established timeframe.

C. Coordination with Other Service Providers: Contractor shall maintain a good working relationship with Support Services staff, In-Home Supportive Services (IHSS), HSH,

and all other agencies involved in program operations to ensure communication and coordination that supports program goals.

1. Contractor shall establish a written Memorandum of Understanding (MOU) with Support Service providers and/or Subcontractors, as required by HSH.
- D. Possession of Licenses/Permits: Grantee warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this agreement.
- E. Admission Policy: Admission policies for the services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that tenants are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status.
- F. Language and Interpretation Services: Contractor shall ensure that interpreter services are available, as needed.
- G. Critical/Significant Incidents: Grantee shall adhere to all applicable HSH Critical/Significant Incident policies, including those regarding relevant and appropriate emergency notifications and submission of written reports to HSH.
- H. Grievance Procedure: Contractor agree to establish and maintain a written Tenant Grievance Procedure, which shall include the following elements, as well as others that may be appropriate to the services:
1. The name or title of the person or persons authorized to make a determination regarding the grievance;
 2. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
 3. The amount of time required for each step, including when a tenant can expect a response; and
 4. HSH Program Manager's contact information for the tenant to contact after the tenant has exhausted the Contractor's internal Grievance Procedure.
- Contractor shall, at program entry, review and provide a copy of this procedure, and any amendments, to each tenant and obtain a signed copy of the form from the tenant, which must be maintained in the tenant's file. Additionally, Contractor shall provide a copy of the procedure and any amendments to the HSH Program Manager or his/her designated agent.
- I. Annual Tenant Survey: Contractor shall utilize a written anonymous survey of tenants at least once a year to gather feedback and assess the awareness of tenants regarding the services and systems within the program. Contractor shall publicize the survey and offer all tenants the opportunity to participate. Contractor shall offer assistance to

tenants regarding completion of the survey if the written format presents any problem.

J. City Communications and Policies

Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, including:

1. Regular communication to HSH about the implementation of the program;
2. Attendance at all meetings as required by HSH. This shall include quarterly HSH meetings, as needed, such as, but not limited to: hearings on issues related to homelessness; and
3. Attendance at trainings, when required by HSH.

K. Record-Keeping and Reporting:

1. Contractor shall maintain confidential tenant files that contain eligibility documentation, signed lease agreement and lease addenda, and documentation of rent collection and other Property Management services, including but not limited to lease violations letters, legal notices, reasonable accommodations paperwork, and incident reports as part of overall program compliance. When required by HSH, Contractor shall maintain eligibility and inspection documentation in the Online Navigation and Entry (ONE) System.
2. Contractor shall maintain files that document the services and supportive work provided for the purpose of tracking and reporting objectives and outcomes.

L. Data Standards:

Grantee shall comply with requirements listed in Section IX. Reporting Requirements of this document. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.

1. When required by HSH, Grantee shall enter data into the ONE System. Records entered into the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards: <https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
2. Grantee may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site.
3. Any information shared between Grantee, HSH, and other providers about tenants shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines, as applicable.

M. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency

Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).

- N. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, including:
1. Working with the neighborhood to ensure that neighboring concerns about the building are heard and addressed;
 2. Working closely with HSH and other relevant agencies to ensure that neighborhood concerns are addressed;
 3. Having a representative of Grantee attend all appropriate neighborhood meetings; and
 4. Actively discouraging loitering in the area surrounding the building.
- O. Compliance with Funding Source Requirements: Contractor recognizes that funding for these services may be provided to the City through federal, state or private foundation awards. Contractor agrees to comply with the provisions of the funding sources.
- P. Compliance with Regulations: Grantee shall:
1. Coordinate with the Department of Building Inspection (DBI), the Department of Public Health (DPH), and/or other City agencies to complete all required inspections of the housing site prior the start of the program; and
 2. Comply with requirements for ongoing facility inspections.
 - a. In the event that Grantee is given notice violations by DBI, DPH, or another City agency, which impacts Contractor's ability to occupy a unit, it shall notify HSH immediately.
 3. Provide facility access to City Departments upon request, including HSH, San Francisco Fire Department, DBI, DPH, and the Mayor's Office.
 4. Additionally, for any unites that receive HUD funding, Grantee shall:
 - a. Ensure that residential buildings meet Housing Quality Standards (HQS) and pass all required HQS inspections upon unit turnover and coordinate with the subsidy administrator to schedule HQS inspections; and
 - b. Notify subsidy administrator of tenant lease violations, including housing exits, in a timely manner.
- Q. Other Program Revenue Sources: Contractor agrees that funds received from a source other than the City to defray any portion of the reimbursable costs allowable under the awarded contract shall be reported to the City and deducted by Contractor from billings to the City to ensure that no portion of the City's reimbursement to Contractor is duplicated.

II. Service Objectives

Contractor shall achieve the Service Objectives listed below. Contractor understands that the Service Objectives listed in this Appendix A may be updated, revised, modified, and/or removed during the term of this contract through HSH's amendment or revision process. Contractor will have the opportunity to provide input about proposed changes to Service Objectives before they are finalized.

A. Property Management:

1. Grantee shall ensure that each unit, upon turnover, is clean and/or repaired within 21 working days, on average.
2. Grantee shall report vacancies and process all referrals in the timeframe required by HSH. Grantee shall fill all vacant rooms within 14 days of referral from HSH.
3. Grantee shall maintain an occupancy rate of at least 90 percent.
4. Grantee shall ensure that fifty percent of tenants complete an annual anonymous Tenant Satisfaction Survey.
5. Grantee shall collect tenant rent portions in a timely manner.

B. Support Services:

1. Grantee shall actively outreach to 95 percent of tenants once every 30 days.
2. Grantee shall develop Individualized Service Plans for 100 percent of tenants within 90 days of service enrollment.
3. Grantee shall update 80 percent of Individualized Service Plans at least once every six months.
4. Grantee shall offer Support Services to 100 percent of all tenants that showed housing instability (non-payment of rent, lease violations) at least once per incident.
5. Grantee shall outreach to 100 percent of tenants with planned exits from the program to engage in comprehensive discharge planning, that includes referrals for case management, housing, food, clothing, medical treatment, detox, and/or other services as necessary and appropriate.
6. Grantee shall administer a written anonymous survey of tenants to obtain feedback on the type and quality of program services. Grantee shall offer all tenants the opportunity to take this survey.

III. Outcome Objectives

Contractor shall achieve the Outcome Objectives listed below. Contractor understands that the Outcome Objectives listed in this Appendix A may be updated, revised, modified, and/or removed during the term of this contract through HSH's amendment or

revision process. Contractor will have the opportunity to provide input about proposed changes to Outcome Objectives before they are finalized.

A. Property Management:

1. Ninety percent of surviving tenants will maintain their housing for a minimum of 12 months.
2. Seventy-five percent of tenants who exit housing will move to other permanent housing, or be provided with more appropriate placements.
3. Eighty-five percent of tenant lease violations will be resolved without loss of housing to tenants.
4. Eighty percent of tenants completing an annual Tenant Satisfaction Survey will be satisfied or very satisfied with Property Management services.

B. Support Services:

1. Ninety percent of tenants will retain their housing for more than one year.
2. Seventy-five percent of tenants who have an Individualized Service Plan will accomplish one or more goals.
3. One hundred percent of tenants housed for at least six months will have maximized their income and benefits for which they are eligible, or are in the application process.
4. Seventy-five percent of tenants who exit housing will secure housing appropriate to their needs (e.g., independent/unsubsidized housing, move-in with family or friends, transition to level of care appropriate for their needs, etc.).
5. Eighty-five percent of tenant lease violations will be resolved without loss of housing to tenants.
6. Eighty percent of tenants completing an annual tenant satisfaction survey will be satisfied or very satisfied with program services.

IV. Reporting Requirements

Contractor shall input data into systems required by HSH, such as the ONE system and CARBON. As program services for these units are supported by various funding sources, including the Mental Health Services Act (MHSA), HUD, and the City's General Fund. Contractor understands that reporting requirements may differ for services funded by different revenue sources.

- A. When required by HSH, Contractor shall enter data into the ONE system.

- B. Contractor shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Contractor shall enter the monthly metrics in the CARBON database by the 15th of the following month, including:
 - 1. Occupancy rate; and
 - 2. Number of new placements made for the month, broken down by funding source.

- C. Contractor shall provide a quarterly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Contractor shall enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter, including:
 - 1. Average number of days to turn over units;
 - 2. Number of tenant lease violations that were resolved without loss of housing to tenants; and
 - 3. Number of tenants who exit housing or move to other permanent housing, or are provided with more appropriate placements.

- D. Contractor shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Contractor. Contractor shall enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year, including:
 - 1. Number and percentage of tenants who completed an annual Tenant Satisfaction Survey;
 - 2. Number and percentage of Tenant Satisfaction Survey respondents who indicated they were satisfied or very satisfied with program services; and
 - 3. Number and percentage of surviving tenants who maintain their housing for a minimum of 12 months.

- E. Contractor shall provide Ad Hoc reports as required by HSH and respond to requests by the HSH in a timely manner. These reports may include the following information:
 - 1. Monthly rent roll reports;
 - 2. Monthly cumulative report on the average number of days to complete work orders;
 - 3. Monthly cumulative report on the number and percentage of tenants housed for one year or more; and
 - 4. Monthly cumulative report on the number and percentage of exits to permanent housing.

- F. Contractor shall participate, as required by HSH, in City, State and/or Federal government evaluative studies designed to show the effectiveness of Contractor's services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within 30 working days of receipt of any evaluation report and such response will become part of the official report.

For assistance with reporting requirements or submission of reports, contact the assigned Contract and Program Managers.

V. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following, tenant files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on APR, documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards 3 service and outcome objectives.

- A. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee'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.

	A	B	E	H	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM (Append						Page 1 of 4
2	Document Date: 5/21/2019						
3	Contract Term		Begin Date	End Date	Contract Length		
4	Current Term		7/1/2019	6/30/2022	3		
5	Amended Term		7/1/2019	6/30/2022	3		
6	BUDGET SUMMARY						
7	Name						
8	Grantee: Episcopal Community Services						
9	Program: Henry Hotel						
10	FSP Contract #1000014089						
11	(Check One) New <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Modification <input type="checkbox"/> Revision <input type="checkbox"/>						
12	If Amendment, the Effective Date No. of Amendment.						
13							
14		Year 1	Year 2	Year 3	All Years		
15	Program Annual Term	7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2019 - 6/30/2022	7/1/2019 - 6/30/2022	7/1/2019 - 6/30/2022
16		Current	Current	Current	Current Total	Modification	Revised Total
17	Support Services Expenditures						
18	Salaries & Benefits	\$ 468,827	\$ 468,827	\$ 468,827	\$ 1,406,482	\$ -	\$ 1,406,482
19	Operating Expense	\$ 80,990	\$ 80,990	\$ 80,990	\$ 242,970	\$ -	\$ 242,970
20	Subtotal	\$ 549,817	\$ 549,817	\$ 549,817	\$ 1,649,452	\$ -	\$ 1,649,452
21	Indirect Percentage (%)	12.00%	12.00%	12.00%			
22	Indirect Cost (Line 21 X Line 22)	\$ 65,978	\$ 65,978	\$ 65,978	\$ 197,934	\$ -	\$ 197,934
23	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Total Support Services Expenditures	\$ 615,795	\$ 615,795	\$ 615,795	\$ 1,847,386	\$ -	\$ 1,847,386
26							
27	Property Management Expenditures						
28	Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29	Operating Expense	\$ 1,159,615	\$ 1,159,615	\$ 1,159,615	\$ 3,478,845	\$ -	\$ 3,478,845
30	Subtotal	\$ 1,159,615	\$ 1,159,615	\$ 1,159,615	\$ 3,478,845	\$ -	\$ 3,478,845
31	Indirect Percentage (%)	12.00%	12.00%	12.00%			
32	Indirect Cost (Line 21 X Line 22)	\$ 139,154	\$ 139,154	\$ 139,154	\$ 417,461	\$ -	\$ 417,461
33	Other Expenses (Not subject to indirect %)	\$ 983,624	\$ 983,624	\$ 983,624	\$ 2,950,872	\$ -	\$ 2,950,872
34	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	Total Property Management Expenditures	\$ 2,282,393	\$ 2,282,393	\$ 2,282,393	\$ 6,847,178	\$ -	\$ 6,847,178
36							
37	Total Expenditures						
38	Salaries & Benefits	\$ 468,827	\$ 468,827	\$ 468,827	\$ 1,406,482	\$ -	\$ 1,406,482
39	Operating Expense	\$ 1,240,605	\$ 1,240,605	\$ 1,240,605	\$ 3,721,815	\$ -	\$ 3,721,815
40	Subtotal	\$ 1,709,432	\$ 1,709,432	\$ 1,709,432	\$ 5,128,297	\$ -	\$ 5,128,297
41	Indirect Percentage (%)						
42	Indirect Cost (Line 21 X Line 22)	\$ 205,132	\$ 205,132	\$ 205,132	\$ 615,396	\$ -	\$ 615,396
43	Other Expenses (Not subject to indirect %)	\$ 983,624	\$ 983,624	\$ 983,624	\$ 2,950,872	\$ -	\$ 2,950,872
44	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45	Total Combined Expenditures	\$ 2,898,188	\$ 2,898,188	\$ 2,898,188	\$ 8,694,564	\$ -	\$ 8,694,564
46	HSH Revenues						
47	General Fund - Ongoing	\$ 2,074,042	\$ 2,125,893	\$ 2,125,893	\$ 6,325,828	\$ -	\$ 6,325,828
48	General Fund - CODB	\$ 51,851	\$ -	\$ -	\$ 51,851	\$ -	\$ 51,851
49					\$ -	\$ -	\$ -
50					\$ -	\$ -	\$ -
51					\$ -	\$ -	\$ -
52					\$ -	\$ -	\$ -
53							
54	Total HSH Revenues	\$ 2,125,893	\$ 2,125,893	\$ 2,125,893	\$ 6,377,679	\$ -	\$ 6,377,679
55	Other Revenues						
56	Rental Income (CAAP)	\$ 104,606	\$ 104,606	\$ 104,606	\$ 313,818		\$ 313,818
57	Rental Income (Non-CAAP)	\$ 191,134	\$ 191,134	\$ 191,134	\$ 573,402		\$ 573,402
58	Rental Income (Shelter Plus Care)	\$ 476,556	\$ 476,556	\$ 476,556	\$ 1,429,668		\$ 1,429,668
59							
60							
61	Total Other Revenues	\$ 772,296	\$ 772,296	\$ 772,296	\$ 2,316,888	\$ -	\$ 2,316,888
62	Total All Revenues	\$ 2,898,189	\$ 2,898,189	\$ 2,898,189	\$ 8,694,567	\$ -	\$ 8,694,567
63	Full Time Equivalent (FTE)						5.74
65	Prepared by: Lisa Liu Title: Accounting Supervisor Phone No. [list the phone number] E Date: 4/12/19						
66							
67	HSH #1	Template last modified:					3/6/2019

	A	B	C	D	E	F	I	L	AJ	AK	AL
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM (Appendix B)										Page 2 of 4
2											
3	Document Date: 5/21/2019										
4											
5	SALARY & BENEFIT DETAIL										
6	Grantee: Episcopal Community Services										
7	Program: Henry Hotel										
8	FSP Contract #1000014089										
9											
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18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29	TOTALS		16.00	5.74	5.74	\$ 330,160	\$ 330,160	\$ 330,160	\$ 990,480	\$ -	\$ 990,480
30											
31	FRINGE BENEFIT RATE	42.00%				42.00%	42.00%	42.00%			
32	EMPLOYEE FRINGE BENEFITS					\$ 138,667	\$ 138,667	\$ 138,667	\$ 416,002	\$ -	\$ 416,002
33											
34											
35	TOTAL SALARIES & BENEFITS					\$ 468,827	\$ 468,827	\$ 468,827	\$ 1,406,482	\$ -	\$ 1,406,482
36	HS#2										

	A	B	E	H	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM (A)						Page 3 of 4
2							
3	Document Date: 5/21/2019						
4							
5	OPERATING DETAIL						
6	Grantee: Episcopal Community Services						
7	Program: Henry Hotel						
8	FSP Contract #1000014089						
9							
10							
11	Operating Expenses						
12	Rental of Property		\$ -	\$ -	\$ -	\$ -	\$ -
13	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 9,921	\$ 9,921	\$ 9,921	\$ 29,763	\$ -	\$ 29,763
14	Office Supplies, Postage	\$ 41,211	\$ 41,211	\$ 41,211	\$ 123,633	\$ -	\$ 123,633
15	Building Maintenance Supplies and Repair		\$ -	\$ -	\$ -	\$ -	\$ -
16	Printing and Reproduction	\$ 2,877	\$ 2,877	\$ 2,877	\$ 8,631	\$ -	\$ 8,631
17	Insurance	\$ 8,884	\$ 8,884	\$ 8,884	\$ 26,652	\$ -	\$ 26,652
18	Staff Training	\$ 3,852	\$ 3,852	\$ 3,852	\$ 11,556	\$ -	\$ 11,556
19	Staff Travel-(Local & Out of Town)		\$ -	\$ -	\$ -	\$ -	\$ -
20	Rental of Equipment		\$ -	\$ -	\$ -	\$ -	\$ -
21	Program/Client Materials	\$ 8,807	\$ 8,807	\$ 8,807	\$ 26,421	\$ -	\$ 26,421
22	Food and Food Supplies	\$ 4,438	\$ 4,438	\$ 4,438	\$ 13,314	\$ -	\$ 13,314
23			\$ -	\$ -	\$ -	\$ -	\$ -
24			\$ -	\$ -	\$ -	\$ -	\$ -
25			\$ -	\$ -	\$ -	\$ -	\$ -
26	Consultants		\$ -	\$ -	\$ -	\$ -	\$ -
27	Professional Fees	\$ 1,000	\$ 1,000	\$ 1,000	\$ 3,000	\$ -	\$ 3,000
28			\$ -	\$ -	\$ -	\$ -	\$ -
29			\$ -	\$ -	\$ -	\$ -	\$ -
30	Subcontractors		\$ -	\$ -	\$ -	\$ -	\$ -
31			\$ -	\$ -	\$ -	\$ -	\$ -
32			\$ -	\$ -	\$ -	\$ -	\$ -
33			\$ -	\$ -	\$ -	\$ -	\$ -
34			\$ -	\$ -	\$ -	\$ -	\$ -
35			\$ -	\$ -	\$ -	\$ -	\$ -
36							
37	TOTAL OPERATING EXPENSES	\$ 80,990	\$ 80,990	\$ 80,990	\$ 242,970	\$ -	\$ 242,970
38							
39	Other Expenses (not subject to indirect cost %)						
40			\$ -	\$ -	\$ -	\$ -	\$ -
41			\$ -	\$ -	\$ -	\$ -	\$ -
42			\$ -	\$ -	\$ -	\$ -	\$ -
43			\$ -	\$ -	\$ -	\$ -	\$ -
44			\$ -	\$ -	\$ -	\$ -	\$ -
45			\$ -	\$ -	\$ -	\$ -	\$ -
46			\$ -	\$ -	\$ -	\$ -	\$ -
47							
48	TOTAL OTHER EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
49							
50	HSH #3					Template last modified:	3/6/2019

	A	B	E	H	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM (A)						Page 3 of 4
2							
3	Document Date: 5/21/2019						
4							
5	OPERATING DETAIL						
6	Grantee: Episcopal Community Services						
7	Program: Henry Hotel						
8	FSP Contract #1000014089	Year 1	Year 2	Year 3	All Years		
9		7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2019 - 6/30/2022	7/1/2019 - 6/30/2022	7/1/2019 - 6/30/2022
10		Current	Current	Current	Current Total	Modification	Revised Total
11	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
12	Rental of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 151,396	\$ 151,396	\$ 151,396	\$ 454,188	\$ -	\$ 454,188
14	Office Supplies, Postage	\$ 14,520	\$ 14,520	\$ 14,520	\$ 43,560	\$ -	\$ 43,560
15	Building Maintenance Supplies and Repair	\$ 89,610	\$ 89,610	\$ 89,610	\$ 268,830	\$ -	\$ 268,830
16	Printing and Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Staff Training	\$ 1,963	\$ 1,963	\$ 1,963	\$ 5,889	\$ -	\$ 5,889
19	Staff Travel-(Local & Out of Town)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Renting Expenses	\$ 4,944	\$ 4,944	\$ 4,944	\$ 14,832	\$ -	\$ 14,832
22	Elevator Maintenance	\$ 10,624	\$ 10,624	\$ 10,624	\$ 31,872	\$ -	\$ 31,872
23	Plumbing & Electric Repairs	\$ 19,570	\$ 19,570	\$ 19,570	\$ 58,710	\$ -	\$ 58,710
24	Equipment Repair	\$ 157,097	\$ 157,097	\$ 157,097	\$ 471,291	\$ -	\$ 471,291
25		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	Legal Fees/Permits	\$ 61,800	\$ 61,800	\$ 61,800	\$ 185,400	\$ -	\$ 185,400
28	Professional Fees	\$ 4,362	\$ 4,362	\$ 4,362	\$ 13,086	\$ -	\$ 13,086
29		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30	Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	Caritas - Contract Staffing	\$ 393,183	\$ 393,183	\$ 393,183	\$ 1,179,549	\$ -	\$ 1,179,549
32	Caritas - Contract Benefits	\$ 148,100	\$ 148,100	\$ 148,100	\$ 444,300	\$ -	\$ 444,300
33	Caritas - Management Fees	\$ 102,446	\$ 102,446	\$ 102,446	\$ 307,338	\$ -	\$ 307,338
34		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36							
37	TOTAL OPERATING EXPENSES	\$ 1,159,615	\$ 1,159,615	\$ 1,159,615	\$ 3,478,845	\$ -	\$ 3,478,845
38							
39	<u>Other Expenses (not subject to indirect cost %)</u>						
40	Rental of Property	\$ 983,624	\$ 983,624	\$ 983,624	\$ 2,950,872	\$ -	\$ 2,950,872
41		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
46		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
47							
48	TOTAL OTHER EXPENSES	\$ 983,624	\$ 983,624	\$ 983,624	\$ 2,950,872	\$ -	\$ 2,950,872
49							
50	HSH #3				Template last modified: 3/6/2019		

Appendix C, Method of Payment

- I.** In accordance with Article 5 Use and Disbursement of Grant Funds of the Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 5.1 Maximum Amount of Grant Funds of the Agreement.

- II.** Grantee shall submit all bills, invoices and related documentation in the format specified by the Department of Homelessness and Supportive Housing (HSH) within 15 days after the month of service to HSH's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>

Grantee may submit bills, invoices and related documentation in the format specified by HSH via paper or email only upon special permission by their assigned Contract Manager.

- III.** Grantee must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: http://www.paymode.com/city_countyofsanfrancisco

- IV.** The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
 - A.** Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.

 - B.** Authorized personnel with CARBON login credentials shall not share or internally reassign logins.

 - C.** Grantee shall notify the HSH Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.

- V.** Invoices shall include actual expenditures incurred during the month, unless otherwise specified.
 - A.** The invoice supplied shall include the total dollar amount claimed for the month.

 - B.** There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Grantee's proposal and specified in the grant, unless otherwise approved in writing per HSH's Invoicing and Contract Modification policy.

 - C.** The invoice shall show by line item:
 - 1. Budgeted amount (per approved grant budget or modification);
 - 2. Expenses for invoice period;
 - 3. Expenses year-to-date;

4. Percentage of budget expended;
5. Remaining balance;
6. Adjustments, including advance payment recovery; and
7. Program income when specified in the grant Agreement.

D. Personnel expenditures will show same line item categories by position detail. Detail will show name of employee, position name, %FTE and budgeted salary.

E. Supporting Documentation, except as discussed below need not be submitted with the invoice. However, Grantee must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. All charges incurred shall be due and payable only after services have been rendered, except as stated otherwise. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.

- Documentation should be submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice. Payroll information can be from a payroll service or a payroll ledger from the Grantee’s accounting system.
- For any and all non-recurring expenditures (e.g. equipment purchases/capital upgrades and building repair and upgrades) and/or items that exceed \$5,000, Grantee shall supply back-up documentation in the form of a paid invoice(s).
- Indirect costs shall not be applied to non-reoccurring expenses.
- All subcontracted services must be documented by submission of the subcontractor’s paid invoice, regardless of dollar amount.
- If this grant Agreement contains any Pass-Through funding requiring specific expense documentation from the source agency, Federal, State, Private or other then the following documentation shall also be included with each invoice submission:

Funding Agency: Federal _____ CFDA or other Identification #: __n/a__

1. _____
2. _____
3. _____
4. _____

VI. Within 45 days after the end of the grant period, Grantee shall submit a final report reflecting actual expenditures, which will be supported by the Grantee’s accounting records. If a refund is due HSH, it will be submitted with the final report.

VII. Advances or prepayments are allowable in order to meet the Grantee cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the

Grantee upon written request an advance amount not to exceed two (2) months or 1/6th of the total annualized grant award, or as mutually agreed upon. The advanced sum shall be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. Requests for advance payment will be granted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

Once the grant is certified, the Grantee, prior to distribution of any advanced payment, must fulfill the following conditions:

- A. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings;
- B. The Grantee shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval; and
- C. Final invoice from the preceding fiscal year must be received prior to advance distribution.

VIII. Timely Submission of Reports – If reports/documents are required, Grantee shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of grant payments.

Appendix D – Interests In Other City Grants

**Subgrantees must also list their interests in other City contracts

CITY DEPARTMENT OR COMMISSION	Date of Grant	Amount of Grant
DHSH - Shelters - Next Door	7/1/14 - 6/30/19	18,078,716
DHSH - Shelters - Sanctuary	7/1/14 - 6/30/19	14,897,930
DHSH – Shelters – Winter InterFaith	11/1/14 – 6/30/21	1,315,702
DHSH – Shelters – Emergency Solution Grant	7/1/18 - 6/30/20	162,232
DHSH – Shelters – Coordinated Entry – Access Points	7/1/18 – 6/30/20	7,243,341
DHSH – Shelters – Coordinated Entry – Housing Stabilization	7/1/18 – 6/30/20	5,297,456
DHSH - Housing - Canon Barcus	7/1/14 - 6/30/20	2,798,246
DHSH - Housing – Bishop Swing	7/1/14 – 6/30/20	3,979,857
DHSH – Housing – Canon Kip Community House	7/1/14 – 6/30/20	1,528,390
DHSH – Housing – The Rose Hotel	7/1/14 – 6/30/20	353,650
DHSH - Housing - 1180 4th Street Housing	7/1/14 - 6/30/20	2,353,457
DHSH – Housing – 455 Fell Street Housing	5/15/19 – 6/30/22	837,199
DHSH - Housing - CNC - Alder	7/1/14 - 6/30/20	9,531,266
DHSH - Housing - CNC - Crosby	7/1/14 - 6/30/20	10,231,722
DHSH - Housing - CNC - Elm	7/1/14 - 6/30/20	6,681,450
DHSH - Housing - CNC - Hillsdale	7/1/14 - 6/30/20	6,479,521
DHSH - Housing - CNC - Mentone	7/1/14 - 6/30/20	6,396,342
DHSH - Housing - CNC - Henry Hotel	9/1/15 – 6/30/24	17,555,139
DHSH – Housing – CNC – Auburn	7/1/17 - 6/30/19	2,269,992
DHSH - Housing - Rental Subsidies	3/1/16 – 6/30/20	1,001,144
DHSH – Housing – Rapid Rehousing	3/1/16 – 6/30/20	1,712,538
DAAS – Senior Services – Case Management	7/1/18 - 6/30/21	869,868
DAAS – Senior Services – Community Services	7/1/18 – 6/30/20	499,890
DAAS - Congregate Meals/Seniors	7/1/17 - 6/30/20	651,555
DAAS - Congregate Meals/Adults with Disabilities	7/1/17- 6/30/20	81,773
MOHCD – CHEFS – OEWD – CDBG	7/1/18 – 6/30/19	100,000
MOHCD – Adult Education Center - CDBG	7/1/18 – 6/30/20	140,000
MOHCD – Administration/Non Profit Resiliency Fund - General	6/1/18 – 6/30/20	45,000
DHSH - Housing - Canon Kip/SHP	1/2/15-1/1/21	516,654
DHSH - Housing - The Rose/SHP	1/2/15-1/1/21	883,074
DHSH – Housing - Minna Lee	4/1/18 – 6/30/23	1,804,616
DHSH – Shelters – Navigation Center Mission Street	3/16/18 – 9/30/18	7,992,725
DHSH – Shelters – Navigation Center 5 th & Bryant	5/1/18 – 6/30/20	5,009,566
DHSH – Shelters – Navigation Center 5 th & Bryant Storage	12/1/18-11/30/20	1,009,404
DHSH – Shelters – Navigation Center Central Waterfront	5/1/17 - 4/30/20	7,467,948
DHSH – Shelters – Navigation Center 5 Keys Consulting	6/1/18 – 6/30/19	179,635
HSA – Employment Services	2/1/18 – 6/30/21	1,367,400
DPH – Behavioral Health Services – SF START	7/1/18 – 12/31/22	5,085,900

Appendix E, Permitted Subcontractors

Name
Caritas Management Corporation

Appendix F, Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at

[https://sfgov.org/sfc/npcontractingtf/Modules/CNPCTF_BOS_RPT_06-26-03\(1\)_3adc.PDF](https://sfgov.org/sfc/npcontractingtf/Modules/CNPCTF_BOS_RPT_06-26-03(1)_3adc.PDF).

The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions for concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- **Step 1** The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the Agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will

either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at [https://sfgov.org/sfc/npcontractingtf/Modules/CNPCTF_BOS_RPT_06-26-03\(1\)_3adc.PDF](https://sfgov.org/sfc/npcontractingtf/Modules/CNPCTF_BOS_RPT_06-26-03(1)_3adc.PDF).

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.