

CITY AND COUNTY OF SAN FRANCISCO

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

Meals on Wheels of San Francisco

THIS GRANT AGREEMENT (this “Agreement”) is made this 1st day of **July, 2017**, in the City and County of San Francisco, State of California, by and between **Meals on Wheels of San Francisco, 1375 Fairfax Avenue, San Francisco, CA 94124** (“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 Elderly Nutrition Program (ENP) Home-Delivered Meals, Emergency Home-Delivered Meals and Adults with Disabilities (AWD) Home-Delivered Meals; and

WHEREAS, the Grant is funded with Federal dollars, CFDA #93.778, 93.045, and 93.053; 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 Human Services Agency or Department of Human Services

(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, B1, B2 and B3, 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, A1 and A2.

(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, A1, A2, B, B1, B2 and, B3.

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 21.10-1 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 SUPERSEURE 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, 2017 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, 2020.

Grant term can be extended at the sole discretion of the Agency for an additional one year, subject to the performance of the contractor and the availability of funding.

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 Nineteen Million, Six Hundred Thirty Seven Thousand, Thirty Four Dollars (\$19,637,034) for the period from July 1, 2017 to June 30, 2020, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to One Million, Nine Hundred Sixty Three Thousand, Seven Hundred Three Dollars (\$1,963,703) for the period from July 1, 2019 to June 30, 2020 (Y3), 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 Twenty One Million, Six Hundred Thousand, Seven Hundred Thirty Seven Dollars (\$21,600,737) for the period from July 1, 2017 to June 30, 2020 (Y1-Y3).

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

(c) **Grant Terms.** The funding for this agreement is provided in full or in part by a Federal or State grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements may be found in Appendices X and Y. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in state or federal assistance programs. Grantee acknowledges that this certification of eligibility to receive state or federal funds is a material term of the Agreement.

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. Earned Income Credit (EIC) Forms. Reserved

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 \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, 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 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.

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% 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% 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 Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, 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 Contract. 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 Contract.

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:	Human Services Agency Office of Contract Management, G- 000 P.O. Box 7988 San Francisco, CA 94120-7988 Facsimile No. 415-557-5679
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If to Grantee:

MEALS ON WHEELS OF SAN FRANCISCO
1375 FAIRFAX AVENUE
SAN FRANCISCO, CA 94124
Attn: **ASHLEY MCCUMBER**
amccumber@mowsf.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 Local Business Enterprise Utilization; Liquidated Damages. Reserved.

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.

d. 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.

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

f. 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.

g. 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.

h. 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.

i. 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 nonduplicative, 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%. 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% 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 Slavery Era Disclosure. Reserved

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.

16.21 Compliance with California Department on Aging. If grant is in excess of \$100,000 in California Department of Aging Funding, grantee is required to complete and submit of Standard Form LLL, "Disclosure Form to Report Lobbying", Form LLL to be found at: <http://www.adp.ca.gov/NNA/files/DocumentsLX.doc>

Section 16.22 Additional Requirements for Federally-Funded Awards

- 1) The Grantee shall establish a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as a universal identifier as per 2 CFR Part 25.
- 2) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if the Grantee
 - a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect; or
 - c. Uses forced labor in the performance of the award or sub-awards under the award.

**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 – Emergency HDM
- Appendix A1, Services to be Provided – ENP HDM
- Appendix A2, Services to be Provided – HDM AWD
- Appendix B, Budget – Emergency HDM
- Appendix B1, Budget – ENP HDM
- Appendix B2, Budget – ENP HDM Nutrition Compliance
- Appendix B3, Budget – HDM AWD
- Appendix C, Method of Payment
- Appendix D, Interests in Other City Grants
- Appendix E, Permitted Subgrantees
- Appendix F, Federal Award Information
- Appendix G, Federal Requirements for Subrecipients

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

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 http://www.sfgov.org/site/npgrantingtf_index.asp?id=1270.

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

HUMAN SERVICES AGENCY

By: [Signature]
Trent Rhorer
Executive Director
Human Services Agency

Date 8/24/17

GRANTEE:

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 16.3, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

MEALS ON WHEELS OF SAN FRANCISCO

By: [Signature] 8/1/17
DATE

Print Name: Ashley McCumber

Title: Executive Director

Address: 1375 Fairfax Avenue

City, State ZIP: San Francisco, CA 94124

Phone: 415-920-1111

Federal Tax ID #: 94-1741155

City Vendor Number: 12183

DUNS Number: 07-186-6057

Approved as to Form:

Dennis J. Herrera
City Attorney

By: [Signature] 8/24/17
Anne Pearson
Deputy City Attorney
Date David K. Ries

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

CITY

HUMAN SERVICES AGENCY

By: [Signature]
Trent Rhorer
Executive Director
Human Services Agency

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Print Name: Ashley McCumber

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DUNS Number: 07-186-6057

Approved as to Form:

Dennis J. Herrera
City Attorney

By: [Signature] 8/21/17
Anne Pearson
Deputy City Attorney

**Appendix A2 – Services to be Provided
Meals on Wheels of San Francisco
Home-Delivered Meals for Adults with Disabilities (HDM-AWD)
Effective July 1, 2017-June 30, 2020**

I. Purpose

The purpose of this grant is to assist adults with disabilities living in San Francisco and identified by Grantee as its target population to live independently, by promoting better health through improved nutrition, and reduced isolation through accessible and appropriate meals services.

II. Definitions-

Grantee	Meals on Wheels of San Francisco
ADL	Activities of Daily Living: the basic tasks of everyday life including eating, bathing, dressing, toileting, and transferring (i.e., getting in and out of a bed or chair).
AWD	Adults with Disabilities are adults age 18-59 with disability.
CARBON	Human Service Agency’s Contracts Administration Reporting and Billing On-line (CARBON) system
CA-GetCare	A web-based application that provides specific functionalities for contracted agencies to use to perform consumer intake/assessment/enrollment, record service units, run reports, etc.
CRFC	California Retail Food Code establishes uniform health and sanitation standards for retail food facilities for regulation by the State Department of Public Health, and requires local health agencies to enforce these provisions.
DAAS	Department of Adult and Aging Services
Disability	A condition attributable to mental or physical impairment, or a combination of mental and physical impairments including hearing and visual impairments, that results in substantial functional limitations in one (1) or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency, cognitive functioning, and emotional adjustment.

Physical disability or mobile limitation includes wheelchair users, cane or walker users, limited reach ranges, limited hand movement, etc. *Chronic illness* includes HIV, lung disorders, heart disease/stroke, immune system disorders, diabetes, neurological disorders, etc. *Sensory disability* includes deaf, hard of hearing, blind, low vision, Aphasia, stuttering, etc. *Mental disability* includes psychiatric disabilities, depression, anxiety, obsessive-compulsive disorder, phobias, schizophrenia, bi-polar disorder, borderline personality disorder, etc. *Cognitive disability* includes Down’s syndrome, traumatic brain injury, learning disabilities, etc.

Frail	A functionally impaired individual who is either: (a) unable to perform at least two ADL (Activities of Daily Living), including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, or IADL (Instrumental Activities of Daily Living) without substantial human assistance, including verbal reminding, physical cueing or supervision; (b) having a cognitive or other mental impairment that requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.
HSA	Human Services Agency of the City and County of San Francisco
HACCP	Hazard Analysis of Critical Control Points. A prevention-based food safety system focusing on time and temperature control at different crucial food service system points
Home-Delivered Meals (HDM)	Home-delivered meals are provided to consumers who are frail and homebound by reason of illness, disability, isolation, lack of support network and have no safe, healthy alternative for meals. HDM programs consist of the procurement, preparation, service and delivery of meals, as well as nutrition education and nutrition counseling. This service requires an annual comprehensive assessment and quarterly re-evaluation of the HDM consumer. The HDM consumer must also have a home visit reassessment by their service providers at least every other quarter. Home Delivered Meals are provided to consumers who have substantial mental and/or physical impairments and lack a support network or resources that result in no safe, healthy alternative for meals. HDM programs consist of the procurement, preparation, service and delivery of meals, as well as nutrition education and counseling. This service requires quarterly reevaluation of the HDM consumer by the grantee and an annual comprehensive assessment by a DAAS approved service provider.
IADL	Instrumental Activities of Daily Living: activities related to independent living and include preparing meals, managing money, shopping for groceries or personal items, performing light or heavy housework, and using a telephone
Low-Income	200% of poverty level. This is only to be used by consumers to self-identify their income status, not to be used as a means test to qualify for the program.
Menu Analysis	A detailed nutritional analysis approved by a registered dietitian: (a) When utilizing computerized menu analysis, meals shall be analyzed on a weekly basis for a minimum of 2 weeks of the 5-week cycle menu. (b) Each average meal (a weekly average) shall meet no less than one-third of the Dietary Reference Intakes (DRI) (c) At a minimum, values must be determined for calories, protein, fat, saturated fat, fiber, calcium, magnesium, sodium, potassium, vitamin A, vitamin C, vitamin D, and vitamin B12.
Menu Requirements	Meals shall comply with the current Dietary Guidelines for Americans (DGA), published by the U.S. Department of Health and Human Services and the U.S. Department of Agriculture; and shall provide to each participating older individual: (a) A minimum of one-third of the Dietary Reference Intakes (DRIs) as established by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences, if the grantee provides one meal per day; (b) At least two-thirds of the DRIs for the provision of 2 meals per day; (c) At least 100% of the DRIs if the grantee provides 3 meals per day; and (d) Fractions of meals or snacks may not be counted even when such snacks cumulatively equal one-third of the DRIs.

Minority	An ethnic person of color who is any of the following: a) Black – a person having origins in any of the Black racial groups of Africa, b) Hispanic – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race, c) Asian/Pacific Islander – a person whose origins are from India, Pakistan or Bangladesh, Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Territories of the Pacific including the Northern Marianas, d) American Indian/Alaskan Native – an American Indian, Eskimo, Aleut, or Native Hawaiian. Source: California Code of Regulation Sec. 7130.
Nutrition Counseling	Provision of medical nutrition therapy counseling and referral to other appropriate service to consumers who are receiving special diets, or who are screened to be at high nutrition risk by DETERMINE Your Nutritional Health tool. This service is provided by a Registered Dietitian.
Nutrition Education	The service provider dietitian, consulting dietitian or OOA Nutritionist shall approve the nutrition education plans, and materials. The nutrition education for the HDM consumer may be written nutrition education material in a variety of forms, including but not limited to information sheets, brochures, and booklets. The nutrition education provided shall be based on the needs of the consumers as determined by annual the consumer satisfaction survey and/or results from DETERMINE Your Nutritional Health tool. Nutrition education shall be provided on a quarterly basis and documented. One set of materials is defined as one nutrition education unit provided to one consumer.
OOA	Office on the Aging
Registered Dietitian (RD) – Registered Dietitian Nutritionist (RDN)	Registered Dietitian or Registered Dietitian Nutritionist. An individual who shall be both: 1) Qualified as specified in Sections 2585 and 2586, Business and Professions Code, and 2) Registered by the Commission on Dietetic Registration. A Registered Dietitian (R.D.) shall be covered by professional liability insurance either individually (if a consultant) or through Grantee.
SOGI	Sexual Orientation and Gender Identity, a result of <i>Ordinance No. 159-16</i> which amended the San Francisco Administrative Code to require City departments and contractors that provide health care and social services to seek to collect and analyze data concerning the sexual orientation and gender identity of the clients they serve (<i>Chapter 104, Sections 104.1 through 104.9</i>).

III. Target Population

The target population is residents of San Francisco County, between the ages of 18-59 who have a disability as defined in Section II, Definitions.. OOA targets individuals who have the greatest economic and social need such as living on low-income, are minorities, possessing non- or limited-English skills, or are lesbian/gay/bisexual/transgender.

IV. Eligibility for Services

To participate in Home-Delivered Meals, the consumer must meet the following criteria: A consumer, between the age of 18-59 who has *substantial* mental and/or physical impairments and lack a support network or resources that result is no safe, healthy alternative for meals. Substantial impairments include one or more of the following:

- Self-Care: ADL and IADL, especially grocery shopping and meal preparation and that the consumers lacks the ability to obtain safe, healthy meals.
- Capacity for independent living and self-direction
- Cognitive functioning and emotional adjustment

V. Services to be Provided

A. Develop and maintain HDM program policies and procedures that are in compliance with and meet the nutrition and food service standards set forth by the most recent California Retail Food Code and OOA Policies and include nutrition education for HDM consumers. . Policy and procedures shall ensure the provision of quality meals, adequate access to sound nutrition information enabling consumers to reduce incidence of chronic diseases and maintain independent living.

B. Provide home-delivered meal services, which include:

1. Enroll the number of unduplicated consumers annually as indicated in Table A, and in the various neighborhood and/or districts as indicated in the DAAS-OOA approved Site Chart.
2. Provide the total number of AWD meals annually as indicated in Table A. The meals will be delivered to neighborhoods and/or districts as indicated on the DAAS-OOA approved Site Chart. Each meal shall meet the OOA menu requirements. Meals offered may be hot, chilled or frozen, regular or modified meals as approved by DAAS-OOA, and as determined appropriate for the population served.
3. Documenting, tracking and reporting consumers' condition changes to citywide HDM Assessment contractor that would affect the consumer's eligibility to continue receiving HDM services.
4. Meet with the citywide HDM-AWD assessment contractor at least on a quarterly basis to review services, utilization, and condition change documentation.. Grantee must also establish a policy & procedure to communicate with the HDM-AWD assessment provider, as needed, to discuss any issues that may arise pertaining to the HDM-AWD consumer or the service provided.
5. Provide at least one set of nutrition education material to consumers on a quarterly basis. The total units of nutrition education will be as indicated on the OOA approved Site Chart. The service units will be reported in CA-GetCare in the month that the service is provided.
6. A suggested donation per meal requested of each participant must be approved by the Grantee's Board of Directors and OOA in advance.
7. Service units:

Table A	FY 2017-18	FY 2018-19	FY 2019-20	Total 3-years
#Unduplicated Consumers	368	368	368	1,104
#Meals	172,777	172,777	172,777	518,331

C. Ensure central kitchen (or caterer kitchen) and the home-delivered meal routes meet the standards described in the most recent California Retail Food Code (CRFC).

D. Ensure a Registered Dietitian or an individual with a valid food safety certification oversees the safety and sanitation components of the program. A HACCP safety and sanitation monitoring for the production kitchen must be conducted on site and documented by a R.D. based on the number of monitoring approved in the Grantee's budget. Grantee with four or more delivery routes will conduct a HDM route monitoring

- at least once a month. In-service training to address any monitoring findings and/or to reinforce best practices will be scheduled and conducted in a timely manner to bring the program into compliance. The HACCP monitoring reports for the production kitchen and HDM routes shall be sent to OOA on a timely basis and no later than once per quarter.
- E. Ensure that the cycle menu and a nutrient analysis is approved by a Registered Dietitian and submitted to OOA for review approval in accordance to OOA's nutrition standards. Menu substitutions must be approved by a R.D. and documented.
 - F. Conduct consumer satisfaction survey yearly for each funded program and provide results to OOA Nutritionist as defined by OOA policy memoranda. The survey tool will be provided by OOA.
 - G. The Grantee will comply with the City's food service waste reduction ordinance (File #06094), and use reusable, biodegradable, compostable and/or recyclable food service supplies.
 - H. Ensure adequate and culturally competent staffing (paid and/or volunteer) to administer the program and deliver quality services to meet the needs of the consumers and to meet all the nutrition program standards.
 - I. The Grantee will attend the quarterly in-service training coordinated and provided by the OOA, and share the information with their staff and volunteers.
 - J. The Grantee will be compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules.
 - K. The Grantee will complete the California Department of Aging (CDA) Security Awareness Training annually during the term of the grant.
<https://www.aging.ca.gov/docs/Resources/SecurityAwarenessTrng.pps>
 - L. Grantee will develop and provide each consumer with a welcome packet that includes at minimum, the following information: the agency's meal delivery schedule, sample menu, donation policy and collection procedures, procedures to change meal delivery request, grievance policy, and how to request assistance, if needed.

VI. Service Objectives

- A. Grantee will serve the total number of unduplicated consumers as indicated in Table A in Section V.
- B. Grantee will provide the total number of meals as indicated in Table A, Section V.
- C. Grantee will provide nutrition compliance units as indicated in Appendix B.

VII. Outcome Objectives

- A. At least 85% of consumers will report being satisfied with the meal quality as defined as "Excellent or Good" in the DAAS annual consumer satisfaction survey, with a minimum sample size of the Grantee's average number of meals served at each congregate meal site.
- B. At least 75% of the consumers will report that the meal service helps maintain their independence based on the DAAS annual consumer satisfaction survey, with a minimum sample size of the Grantee's average number of meals served daily.
- C. At least 65% of consumers will report an increase in the consumption of fruits and vegetables as evidenced by a reported change from previous baseline data in the Nutrition Risk Screening Tool or other appropriate evaluation data.
- D. At least 65% of consumers with a high nutrition risk score as defined by the "Determine Your Nutritional Health" checklist will be connected to additional and appropriate resources.

- E. At least 65% of consumers that are identified as "lonely" as evidenced by the DAAS adopted loneliness screening tool will be connected to additional and appropriate resources.

VIII. Monitoring Activities

- A. Nutrition Program Monitoring: Program monitoring will include review of kitchen facility and HDM routes in accordance with CRFC and DAAS policies and nutrition standards. This includes project income policies, nutrition education policies, consumer eligibility and targeted mandates, documentation of the units of service and all reporting, and progress of service and outcome objectives; how consumer records are collected and maintained; consumer data entry on CA-GetCare; reporting performance including monthly service unit reports on CA-GetCare, maintenance of service unit logs; agency and organization standards related to the nutrition program operation, current organizational chart in the nutrition service department, grievance policies and procedures, verification that hours of operation are reflected in most recent approved site chart; employee resume and credentials, job description, and whether progress notes are maintained according to the OOA Nutrition standards.
- B. 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.

IX. Reporting Requirements

- A. Grantee will enter into CA-GetCare any updates in the consumer's demographic data obtained from consumers when conducting a quarterly assessment or any other time a consumer may provide new information.
- B. Grantee will enter into CA-GetCare all the consumer level service units in the Service Recording Tool and data for monthly service reporting by the 5th working day of the month for the preceding month.
- C. Grantee will provide a monthly report of number of meals served as described in Section VI, Service Objectives.
- D. Grantee will enter the following monthly metrics in the CARBON database by the 15th of the following month: Number of meals served and number of nutrition compliance units provided.
- E. Grantee will enter the annual Outcome Objective metrics identified in Section VII of this appendix A in the CARBON database by the 15th of the month following the end of the program year.
- F. Grantee shall issue a Fiscal Closeout Report at the end of the fiscal year. The report is due to HSA no later than July 31 (or as amended) each grant year. This report must be submitted to the CARBON system. Additional reports may be required at other points in the fiscal year if necessary to meet state requirements.
- G. Grantee will develop and maintain its OOA approved Site Chart. The site chart may be updated with the approval of OOA. A copy of the updated Site Chart will be kept in OOA's contractor program.

- H. Grantee shall develop and deliver an annual summary report of SOGI data collected in the year as requested by HSA. The due date for submitting the annual summary report is July 10th.
- I. Grantee will provide other reports as requested. Apart from the on-line reporting via Ca-GetCare, and reports requested to be sent via e-mail to the Nutritionist and/or Contract Manager, Monthly and Annual Reports will be entered into CARBON system. For assistance with reporting requirements or submission of reports, contact:

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Appendix A – Services to be Provided
Meals on Wheels of San Francisco

Emergency Home-Delivered Meals
Effective July 1, 2017-June 30, 2020

I. Purpose

The purpose of this grant is to assist frail homebound seniors and adults with disabilities with critical or emergency needs living in San Francisco and identified by Grantee as its target population to live independently, by promoting better health through improved nutrition, and reduced isolation through accessible and appropriate meals services.

II. Definitions-

Grantee	Meals on Wheels of San Francisco (MOWSF)
ADL	Activities of Daily Living: the basic tasks of everyday life including eating, bathing, dressing, toileting, and transferring (i.e., getting in and out of a bed or chair).
AWD	Adult with Disability age 18 to 59
CA-GetCare	A web-based application that provides specific functionalities for contracted agencies to use to perform consumer intake/assessment/enrollment, record service units, run reports, etc.
CARBON	Human Service Agency’s Contracts Administration Reporting and Billing On-line (CARBON) system
CRFC	California Retail Food Code establishes uniform health and sanitation standards for retail food facilities for regulation by the State Department of Public Health, and requires local health agencies to enforce these provisions.
DAAS	Department of Adult and Aging Services
Disability	<p>A condition attributable to mental or physical impairment, or a combination of mental and physical impairments including hearing and visual impairments, that results in substantial functional limitations in one (1) or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency, cognitive functioning, and emotional adjustment.</p> <p>Physical disability or mobile limitation includes wheelchair users, cane or walker users, limited reach ranges, limited hand movement, etc. Chronic illness includes HIV, lung disorders, heart disease/stroke, immune system disorders, diabetes, neurological disorders, etc. Sensory disability includes deaf, hard of hearing, blind, low vision, Aphasia, stuttering, etc. Mental disability includes psychiatric disabilities, depression, anxiety, obsessive-compulsive disorder, phobias, schizophrenia, bi-polar disorder, borderline personality disorder, etc. Cognitive disability includes Down’s syndrome, traumatic brain injury, learning disabilities, etc.</p>

Emergency Home-Delivered Meals	Emergency Home-delivered meals are provided to eligible homebound individuals with a critical or emergency need and approved by DAAS Integrated Intake staff to meet the emergency eligibility requirements. An individual may be homebound by reason of illness, incapacitating disability, isolation, and lack of support network and have no safe, healthy alternative for meals. Home-delivered meal service consists of the procurement, preparation, service and delivery of meals. Meals are provided within 2-5 days of referral.
Frail	A functionally impaired individual who is either: (a) unable to perform at least two ADL (Activities of Daily Living), including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, or IADL (Instrumental Activities of Daily Living) without substantial human assistance, including verbal reminding, physical cueing or supervision; (b) having a cognitive or other mental impairment that requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.
HACCP	Hazard Analysis of Critical Control Points. A prevention-based food safety system focusing on time and temperature control at different crucial food service system points, monitoring and documenting practices and taking corrective actions when failure to meet critical limits is detected.
HSA	Human Services Agency of the City and County of San Francisco
IADL	Instrumental Activities of Daily Living: activities related to independent living and include preparing meals, managing money, shopping for groceries or personal items, performing light or heavy housework, and using a telephone.
Low-Income	At or below 200 % of federal poverty level. This is only to be used by consumers to self-identify their income status, not to be used as a means test to qualify for the program.
Menu Analysis	A detailed nutritional analysis approved by a registered dietitian: (a) When utilizing computerized menu analysis, meals shall be analyzed on a weekly basis for a minimum of 2 weeks of the 5-week cycle menu. (b) Each average meal (a weekly average) shall meet no less than one-third of the Dietary Reference Intakes (DRI) (c) At a minimum, values must be determined for calories, protein, fat, saturated fat, fiber, calcium, magnesium, sodium, potassium, vitamin A, vitamin C, vitamin D, and vitamin B12.
Menu Requirements	Meals shall comply with the current Dietary Guidelines for Americans (DGA), published by the U.S. Department of Health and Human Services and the U.S. Department of Agriculture; and shall provide to each participating older individual: (a) A minimum of one-third of the Dietary Reference Intakes (DRIs) as established by

the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences, if the grantee provides one meal per day; (b) At least two-thirds of the DRIs for the provision of 2 meals per day; (c) At least 100% of the DRIs if the grantee provides 3 meals per day; and (d) Fractions of meals or snacks may not be counted even when such snacks cumulatively equal one-third of the DRIs.

Minority

An ethnic person of color who is any of the following: a) Black – a person having origins in any of the Black racial groups of Africa, b) Hispanic – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race, c) Asian/Pacific Islander – a person whose origins are from India, Pakistan or Bangladesh, Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Territories of the Pacific including the Northern Marianas, d) American Indian/Alaskan Native – an American Indian, Eskimo, Aleut, or Native Hawaiian. Source: California Code of Regulation Sec. 7130.

Nutrition Counseling

Provision of individualized advice and guidance to individuals who are at nutritional risk because of their health or nutritional history, dietary intake, medications use, or chronic illnesses, about options and methods for improving their nutritional status, performed by a Registered Dietitian in accordance with Sections 2585 and 2586, Business and Professions Code.

Nutrition Education

Providing nutrition program consumers current facts and information which will promote improved food selection, eating habits, nutrition, health promotion, and disease prevention practices. The nutrition education for congregate sites is defined as demonstrations, audiovisual presentations, lectures, or small group discussions. Nutrition education plan and services shall be approved by a Registered Dietitian. Dietetic students, interns, or technicians may provide nutrition education under the close supervision of a RD. Nutrition education services shall be based on the needs of the consumers as determined by annual consumer satisfaction survey and/or results from DETERMINE Your Nutritional Health tool. The nutrition education activities shall be provided on quarterly basis and documented.

OOA

Office on the Aging

Registered Dietitian (RD) – Registered Dietitian Nutritionist (RDN)

Registered Dietitian or Registered Dietitian Nutritionist. An individual who shall be both: 1) Qualified as specified in Sections 2585 and 2586, Business and Professions Code, and 2) Registered by the Commission on Dietetic Registration. A Registered Dietitian (R.D.) shall be covered by professional liability insurance either individually (if a consultant) or through Grantee.

Senior

An individual age 60 or above

SOGI	Sexual Orientation and Gender Identity, a result of Ordinance No. 159-16 which amended the San Francisco Administrative Code to require City departments and contractors that provide health care and social services to seek to collect and analyze data concerning the sexual orientation and gender identity of the clients they serve (Chapter 104, Sections 104.1 through 104.9).
Transitional Care	Short-term (4 to 6 weeks) Coaching and Care Coordination services focused on consumers discharged from an acute hospital

III. Target Population

The target population is residents of City and County of San Francisco, age 18 and above, with critical or emergency need and who are frail and homebound by reason of illness, disability, isolation, lack of support network, have no safe and healthy alternative for meals, and approved by DAAS Integrated Intake staff to qualify for Emergency HDM or Transitional Care (TC) home-delivered meals.

IV. Services to be Provided

- A. Provide home-delivered meal services, which include:
Provide Western -American-style meals as regular or modified, hot, chilled or frozen meals seven days a week, at 2-meals per consumer a day. The type of meal provided will be based on assessment of the consumer’s needs. Service provision:
 - 1. Meal service shall be provided within 5 days from DAAS emergency meals referrals or within 48 hours from DAAS Transitional Care referrals.
 - 2. A total of 36,364 meals will be provided annually.
 - 3. Emergency meals will not exceed 60 days per participant.

- B. Ensure Central kitchen (or caterer kitchen) and the home-delivered meal routes meet the Standards described in the most current California Retail Food Code (CRFC).
- C. Ensure a Registered Dietitian or an individual with a valid food safety certification oversees all the safety and sanitation components of the program. A safety and sanitation monitoring must be conducted on site and documented at least quarterly at each production kitchen by a RD.
- D. The Grantee will comply with the City’s food service waste reduction ordinance (File#06094), and use reusable, biodegradable, compostable and/or recyclable food service supplies.
- E. Ensure adequate and culturally competent staffing (paid and/or volunteer) to administer the program and deliver quality services to meet the needs of the consumers and to meet all the nutrition program standards.
- F. For TC referrals from DAAS Intake staff to MOWSF, the following procedure will be followed:
 - a. DAAS Integrated Intake will provide the estimated date and time of the patient’s discharge from a hospital. MOWSF will expedite delivery of two meals per day to the patient’s home, at the earliest possible time after client returns home, or prior to his or her discharge, if someone is available at home to receive the home delivered meals. For referrals made by 12 noon, delivery will begin the next day. Service start date shall be within 48 hours after the estimated date and time of the patient’s discharge from a hospital.

b. Driver will ring doorbell/knock at the client's residence. If the client (or someone on their behalf) is home, the driver will give the meals directly to them. If the client is not at home, the meals will not be left and a delivery may be rescheduled. If the patient requests assistance, the driver will bring the meals inside and/or put the meals in the refrigerator or freezer (if applicable and per request). If the client (or someone on their behalf) does not answer the door, MOWSF will provide a courtesy call to the client. If the client does not answer the call, MOWSF will contact DAAS Integrated Intake staff to report outcome. DAAS Integrated Intake staff will provide a safety follow-up and determine if MOWSF will deliver the following day.

G. The Grantee will attend the quarterly in-service training coordinated and provided by the OOA and share relevant information with their staff and volunteers.

H. The Grantee will be compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules.

I. The Grantee will complete the California Department of Aging (CDA) Security Awareness Training annually during the term of the grant.

<https://www.aging.ca.gov/docs/Resources/SecurityAwarenessTrng.pps>

V. Outcome Objective

A. Meals will be delivered to eligible clients within 2-5 days of referral.

VI. Monitoring Activities

A. Emergency Home-Delivered Meal Program Monitoring: Program monitoring will include review of kitchen facility and home-delivered meal route in accordance with CRFC, maintenance of service unit logs, back up documentation for the units of service and all reporting, progress of service and outcome objectives, agency and organization policies and procedures relating to emergency home-delivered meal program operation, current organizational chart in the food service department, grievance policies and procedures, employee resume and credentials, job description, and whether progress notes are maintained according to the Emergency Home-Delivered Meals standards.

B. 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.

VII. Reporting Requirements

A. Grantee will enter into CA-GetCare service start date and all the units of service in the Service Recording Tool by the 5th working day of the month for the preceding month.

B. Grantee will provide a monthly report of number of meals served as described in Section IV – Services to be Provided. Grantee will include the CAGetCare Variance Report with the total number of meals provided in CARBON database by the 15th of the following month.

- C. Grantee will enter the annual Outcome Objective metrics in the CARBON database by the 15th of the month following the end of the program year.
- The percentage of participants surveyed that have indicated excellent or good in rating the quality of meals they received.
 - The percentage of participants surveyed that have indicated excellent or good in rating the service delivery by staff and/or volunteers.
 - The percentage of participants surveyed who indicated that they benefited from participating in the nutrition program by improving their food security or overall health.
- D. Grantee shall issue a Fiscal Closeout Report at the end of the fiscal year. The report is due to HSA no later than July 31st each grant year. This report must be submitted into the CARBON system. Additional reports may be required at other points in the fiscal year if necessary to meet state requirements.
- E. Grantee shall develop and deliver an annual summary report of SOGI data collected in the year as requested by HSA. The due date for submitting the annual summary report is July 10th.
- F. Grantee will provide other reports as requested. Apart from the on-line reporting via CaGetCare, and reports requested to be sent via e-mail to the Nutritionist and/or Contract Manager, Monthly and Annual Reports will be entered into CARBON system. For assistance with reporting requirements or submission of reports, contact:

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**Appendix A1 – Services to be Provided
Meals on Wheels of San Francisco
Elderly Nutrition Program (ENP), Home-Delivered Meals
Effective July 1, 2017-June 30, 2020**

I. Purpose

The purpose of this grant is to assist older homebound individuals living in San Francisco and identified by Grantee as its target population to live independently, by promoting better health through improved nutrition, and reduced isolation through accessible and appropriate meals services.

II. Definitions-

Grantee	Meals on Wheels of San Francisco
ADL	Activities of Daily Living: the basic tasks of everyday life including eating, bathing, dressing, toileting, and transferring (i.e., getting in and out of a bed or chair).
CARBON	Human Service Agency’s Contracts Administration Reporting and Billing On-line (CARBON) system
CA-GetCare	A web-based application that provides specific functionalities for contracted agencies to use to perform consumer intake/assessment/enrollment, record service units, run reports, etc.
CDA	California Department of Aging
CRFC	California Retail Food Code establishes uniform health and sanitation standards for retail food facilities for regulation by the State Department of Public Health, and requires local health agencies to enforce these provisions.
DAAS	Department of Adult and Aging Services
Disability	<p>A condition attributable to mental or physical impairment, or a combination of mental and physical impairments including hearing and visual impairments, that results in substantial functional limitations in one (1) or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency, cognitive functioning, and emotional adjustment.</p> <p><i>Physical disability or mobile limitation</i> includes wheelchair users, cane or walker users, limited reach ranges, limited hand movement, etc. <i>Chronic illness</i> includes HIV, lung disorders, heart disease/stroke, immune system disorders, diabetes, neurological disorders, etc. <i>Sensory disability</i> includes deaf, hard of hearing, blind, low vision, Aphasia, stuttering, etc. <i>Mental disability</i> includes psychiatric disabilities, depression, anxiety, obsessive-compulsive disorder, phobias, schizophrenia, bi-polar disorder, borderline personality disorder, etc. <i>Cognitive disability</i> includes Down’s syndrome, traumatic brain injury, learning disabilities, etc.</p>

ENP	Elderly Nutrition Program (ENP), a program which provides nutrition services, as authorized by the Older Americans Act of 1965, as amended, and which shall be provided in accordance with Title 22 regulations.
Elderly Nutrition Program (ENP) Menu Requirements	Meals shall comply with the current Dietary Guidelines for Americans (DGA), published by the U.S. Department of Health and Human Services and the U.S. Department of Agriculture; and shall provide to each participating older individual: (a) A minimum of one-third of the Dietary Reference Intakes (DRIs) as established by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences, if the grantee provides one meal per day; (b) At least two-thirds of the DRIs for the provision of 2 meals per day; (c) At least 100% of the DRIs if the grantee provides 3 meals per day; and (d) Fractions of meals or snacks may not be counted even when such snacks cumulatively equal one-third of the DRIs.
Frail	A functionally impaired individual who is either: (a) unable to perform at least two ADL (Activities of Daily Living), including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, or IADL (Instrumental Activities of Daily Living) without substantial human assistance, including verbal reminding, physical cueing or supervision; (b) having a cognitive or other mental impairment that requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.
HSA	Human Services Agency of the City and County of San Francisco
HACCP	Hazard Analysis of Critical Control Points. A prevention-based food safety system focusing on time and temperature control at different crucial food service system points, monitoring and documenting practices and taking corrective actions when failure to meet critical limits is detected.
Home-Delivered Meals (HDM)	Home-delivered meals are provided to consumers who are frail and homebound by reason of illness, disability, isolation, lack of support network and have no safe, healthy alternative for meals. HDM programs consist of the procurement, preparation, service and delivery of meals, as well as nutrition education and nutrition counseling. This service requires an annual comprehensive assessment and quarterly re-evaluation of the HDM consumer. The HDM consumer must also have a home visit reassessment by their service providers at least every other quarter.
IADL	Instrumental Activities of Daily Living: activities related to independent living and include preparing meals, managing money, shopping for groceries or personal items, performing light or heavy housework, and using a telephone
Low-Income	At or below 100% of federal poverty level. This is only to be used by consumers to self- identify their income status, not to be used as a means test to qualify for the program.
Menu Analysis	A detailed nutritional analysis approved by a registered dietitian: (a) When utilizing computerized menu analysis, meals shall be analyzed on a weekly basis for a minimum of 2 weeks of the 5-week cycle menu. (b) Each average meal (a weekly average) shall meet no less than one-third of the DRI for all calculated nutrients.

(c) At a minimum, values must be determined for calories, protein, fat, saturated fat, fiber, calcium, magnesium, sodium, vitamin A, vitamin C, vitamin D, and vitamin B12.

Minority	An ethnic person of color who is any of the following: a) Black – a person having origins in any of the Black racial groups of Africa, b) Hispanic – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race, c) Asian/Pacific Islander – a person whose origins are from India, Pakistan or Bangladesh, Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Territories of the Pacific including the Northern Marianas, d) American Indian/Alaskan Native – an American Indian, Eskimo, Aleut, or Native Hawaiian. Source: California Code of Regulation Sec. 7130.
Nutrition Counseling	Provision of individualized advice and guidance to individuals who are at nutritional risk because of their health or nutritional history, dietary intake, medications use, or chronic illnesses, about options and methods for improving their nutritional status, performed by a Registered Dietitian in accordance with Sections 2585 and 2586, Business and Professions Code.
Nutrition Education	Providing nutrition program consumers current facts and information which will promote improved food selection, eating habits, nutrition, health promotion, and disease prevention practices. The nutrition education for the HDM consumer may be written nutrition education material in a variety of forms, including but not limited to information sheets, brochures, and booklets. Nutrition education plan and services shall be approved by a Registered Dietitian. The nutrition education provided shall be based on the needs of the consumers as determined by annual the consumer satisfaction survey and/or results from DETERMINE Your Nutritional Health tool. Nutrition education shall be provided on a quarterly basis and documented.
Nutrition Screening	The completion of a nutrition screening checklist by eligible consumers to determine if they are at nutrition risk. A nutrition screening checklist is a federal public information collection requirement in the National Aging Program Information System (NAPIS), found in the Federal Register, Volume 59, No. 188, September 29, 1994.
OOA	Office on the Aging
Registered Dietitian (RD) – Registered Dietitian Nutritionist (RDN)	Registered Dietitian or Registered Dietitian Nutritionist. An individual who shall be both: 1) Qualified as specified in Sections 2585 and 2586, Business and Professions Code, and 2) Registered by the Commission on Dietetic Registration. A Registered Dietitian (R.D.) shall be covered by professional liability insurance either individually (if a consultant) or through Grantee.
SOGI	Sexual Orientation and Gender Identity, a result of <i>Ordinance No. 159-16</i> which amended the San Francisco Administrative Code to require City departments and contractors that provide health care and social services to seek to collect and analyze data concerning the sexual orientation and gender identity of the clients they serve (<i>Chapter 104, Sections 104.1 through 104.9</i>).

Title 22
Regulations

Refers to Barclay's official California Code of Regulations. Title 22 Social Security, Division 1.8. California Department of Aging. Chapter 4 (1) Title III Programs – program and service provider requirements. Article 5. Title III C- Elderly Nutrition Program.
http://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/

III. Target Population

The target population is resident of San Francisco County, age 60 and older. OOA targets individuals who have the greatest economic and social need such as living on low-income, are minorities, possessing non- or limited-English skills, or are lesbian/gay/bisexual/transgender.

IV. Eligibility for Services

To participate in Home-Delivered Meals, the consumer must meet the following criteria:

- A senior, age 60 or above, who is frail and homebound by reason of illness, disability, isolation, lack of support network and has no safe, healthy alternative for meals.
- Spouse or domestic partner of an eligible senior regardless of age or condition, if an assessment by the HDM provider's social worker or assessment staff concludes that it is in the best interest of the eligible senior.
- An individual with a disability who resides at home with the eligible senior, if an assessment by the HDM provider's social worker or assessment staff concludes that it is in the best interest of the eligible senior.
- Priority shall be given to the eligible senior.

V. Services to be Provided

- A. Develop and maintain HDM program policies and procedures that are in compliance with and meet the nutrition and food service standards set forth by Title 22 Regulations, CDA, and OOA Policies and include nutrition education methods for HDM consumers. The HDM program policy and procedures shall also include initial, annual, and quarterly reassessment guidelines. Policy and procedures shall ensure the provision of quality meals, adequate access to sound nutrition information enabling consumers to reduce incidence of chronic diseases and maintain independent living.
- B. Provide home-delivered meal services, which include:
1. Enroll the number of unduplicated consumers annually as indicated in Table A, and in the various neighborhood and/or districts as indicated in the DAAS-OOA approved Site Chart.
 2. Provide the total number of ENP meals annually as indicated in Table A. The meals will be delivered to neighborhoods and/or districts as indicated on the DAAS-OOA approved Site Chart. Each meal shall meet the CDA and OOA menu requirements. Meals offered may be hot, chilled or frozen, regular or modified meals as approved by DAAS-OOA, and as determined appropriate for the population served.
 3. Conduct annual in-home comprehensive assessment and quarterly reassessments of each consumer to evaluate the consumer's eligibility for enrollment in the HDM program. The assessment shall be conducted according to the OOA Policy Memoranda. At least one quarterly assessment per year must be completed in the home of the consumer.
 4. Provide at least one set of nutrition education material to consumers on a quarterly basis. The total units of nutrition education will be as indicated on the OOA approved Site Chart. The service units will be reported in CA-GetCare in the month that the service is provided.

5. A nutrition screening using the “Determine Your Health” checklist is conducted annually for each consumer and documented in CA-GetCare within one month of obtaining the consumer’s nutrition risk screening.
6. A suggested donation per meal requested of each participant must be approved by the Grantee’s Board of Directors and OOA in advance.
7. Service units:

Table A	FY 2017-18	FY 2018-19	FY 2019-20	Total 3-years
#Unduplicated Consumers	3,200	3,200	3,200	9,600
#Meals	1,434,393	1,434,393	1,434,393	4,303,179

- C. Ensure central kitchen (or caterer kitchen) and the home-delivered meal routes meet the standards described in the most recent California Retail Food Code (CRFC).
- D. Ensure a Registered Dietitian or an individual with a valid food safety certification oversees the safety and sanitation components of the program. A HACCP safety and sanitation monitoring for the production kitchen must be conducted on site and documented by a R.D. based on the number of monitoring approved in the Grantee’s budget. Grantee with four or more delivery routes will conduct a HDM route monitoring at least once a month. In-service training to address any monitoring findings and/or to reinforce best practices will be scheduled and conducted in a timely manner to bring the program into compliance. The HACCP monitoring reports for the production kitchen and HDM routes shall be sent to OOA on a timely basis and no later than once per quarter.
- E. Ensure that the cycle menu and a nutrient analysis is approved by a Registered Dietitian and submitted to OOA for review approval in accordance to OOA’s nutrition standards. Menu substitutions must be approved by a R.D. and documented.
- F. Conduct consumer satisfaction survey yearly for each funded program and provide results to OOA Nutritionist as defined by OOA policy memoranda. The survey tool will be provided by OOA.
- G. The Grantee will comply with the City’s food service waste reduction ordinance (File #06094), and use reusable, biodegradable, compostable and/or recyclable food service supplies.
- H. Ensure adequate and culturally competent staffing (paid and/or volunteer) to administer the program and deliver quality services to meet the needs of the consumers and to meet all the nutrition program standards.
- I. The Grantee will attend the quarterly in-service training coordinated and provided by the OOA, and share the information with their staff and volunteers.
- J. The Grantee will be compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules.
- K. The Grantee will complete the California Department of Aging (CDA) Security Awareness Training annually during the term of the grant.
<https://www.aging.ca.gov/docs/Resources/SecurityAwarenessTrng.pps>
- L. Grantee will develop and provide each consumer with a welcome packet that includes at minimum, the following information: the agency’s meal delivery schedule, sample menu, donation policy and collection procedures, procedures to change meal delivery request, grievance policy, and how to request assistance, if needed.

VI. Service Objectives

- A. Grantee will serve the total number of unduplicated consumers as indicated in Table A in Section V.
- B. Grantee will provide the total number of meals as indicated in Table A, Section V.
- C. Grantee will provide nutrition compliance units as indicated in Appendix B.

VII. Outcome Objectives

- A. At least 85% of consumers will report being satisfied with the meal quality as defined as “Excellent or Good” in the DAAS annual consumer satisfaction survey, with a minimum sample size of the Grantee’s average number of meals served at each congregate meal site.
- B. At least 75% of the consumers will report that the meal service helps maintain their independence based on the DAAS annual consumer satisfaction survey, with a minimum sample size of the Grantee’s average number of meals served daily.
- C. At least 65% of consumers will report an increase in the consumption of fruits and vegetables as evidenced by a reported change from previous baseline data in the Nutrition Risk Screening Tool or other appropriate evaluation data.
- D. At least 65% of consumers with a high nutrition risk score as defined by the “Determine Your Nutritional Health” checklist will be connected to additional and appropriate resources.
- E. At least 65% of consumers that are identified as “lonely” as evidenced by the DAAS adopted loneliness screening tool will be connected to additional and appropriate resources.

VIII. Monitoring Activities

- A. Nutrition Program Monitoring: Program monitoring will include review of kitchen facility and HDM routes in accordance with CRFC, CDA nutrition service standards, and DAAS policies. This includes project income policies, nutrition education policies, consumer eligibility and targeted mandates, documentation of the units of service and all reporting, and progress of service and outcome objectives; how consumer records are collected and maintained; consumer data entry on CA-GetCare; reporting performance including monthly service unit reports on CA-GetCare, maintenance of service unit logs; agency and organization standards related to the nutrition program operation, current organizational chart in the nutrition service department, grievance policies and procedures, verification that hours of operation are reflected in most recent approved site chart; employee resume and credentials, job description, and whether progress notes are maintained according to the OOA Nutrition standards.
- B. 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.

IX. Reporting Requirements

- A. Grantee will enter into CA-GetCare the consumer data obtained from consumers using the HDM intake form, which includes the annual Nutrition Risk Screening, the loneliness screening, and the food security questions for all enrolled consumers by the due date as specified by OOA policy and in accordance to OOA Nutrition program guidelines.

- B. Grantee will enter into CA-GetCare all the consumer level service units in the Service Recording Tool and data for monthly service reporting by the 5th working day of the month for the preceding month.
- C. Grantee will provide a monthly report of number of meals served as described in Section VI, Service Objectives.
- D. Grantee will enter the following monthly metrics in the CARBON database by the 15th of the following month: Number of meals served and number of nutrition compliance units provided.
- E. Grantee will enter the annual Outcome Objective metrics identified in Section VII of this appendix A in the CARBON database by the 15th of the month following the end of the program year.
- F. Grantee shall issue a Fiscal Closeout Report at the end of the fiscal year. The report is due to HSA no later than July 31 (or as amended) each grant year. This report must be submitted to the CARBON system. Additional reports may be required at other points in the fiscal year if necessary to meet state requirements.
- G. Grantee will develop and maintain its OOA approved Site Chart. The site chart may be updated with the approval of OOA. A copy of the updated Site Chart will be kept in OOA's contractor program.
- H. Grantee shall develop and deliver an annual summary report of SOGI data collected in the year as requested by HSA. The due date for submitting the annual summary report is July 10th.
- I. Grantee will provide other reports as requested. Apart from the on-line reporting via Ca-GetCare, and reports requested to be sent via e-mail to the Nutritionist and/or Contract Manager, Monthly and Annual Reports will be entered into CARBON system. For assistance with reporting requirements or submission of reports, contact:

Tahir Shaikh
Contracts Manager/HSA
P.O. Box 7988
San Francisco, CA 94120
Tahir.Shaikh@sfgov.org

Sarah Chan
Nutritionist/OOA
1650 Mission Street, 5th Floor
San Francisco, CA 94103
Sarah.Chan@sfgov.org

	A	B	C	D	E	F
1	BUDGET FORMS				Appendix B, pg. 1	
2					Document Date: 5/10/2017	
3	HUMAN SERVICES AGENCY - DEPARTMENT OF AGING AND ADULT SERVICES					
4	BUDGET PROPOSAL FORMS					
5	Grantee's Name: Meals on Wheels San Francisco				Grant Term	
6	(Check One) New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>					
7	Effective Date of Mod:		No. of Mod:		7/1/17 to 6/30/20	
8	Program: Enter 1 Prog ONLY (e.g. Cong-ENP, HDM-ENP, Cong-AWD, or HDM-AWD)	HDM-Emergency			TOTAL	Average cost/meal
9	Annual #Meals Contracted	36,364	36,364	36,364	109,092	
10	Program Term	7/1/17 to 6/30/18	7/1/18 to 6/30/19	7/1/19 to 6/30/20	7/1/17 to 6/30/20	
11	DAAS Expenditures					
12	Salaries & Benefits	\$37,243	\$37,243	\$37,243	\$111,729	\$1.02
13	Operating Expense	\$102,757	\$102,757	\$102,757	\$308,271	\$2.83
14	Subtotal	\$140,000	\$140,000	\$140,000	\$420,000	\$3.85
15	Indirect Percentage (max 10%)					
16	Indirect Cost (Line 15 X Line 14, check Gen.Guidance regarding indirect exclusion)					
17	Capital Expenditure					
18	TOTAL DAAS EXPENDITURES	\$140,000	\$140,000	\$140,000	\$420,000	\$3.85
19						
20	Non-DAAS Expenditures					
21	Salaries & Benefits	\$25,678	\$25,678	\$25,678	\$77,035	\$0.71
22	Operating Expense	\$52,904	\$52,904	\$52,904	\$158,713	\$1.45
23	Indirect Expense	\$17,964	\$17,964	\$17,964	\$53,891	\$0.49
24	Capital Expenditure					
25	TOTAL Non-DAAS EXPENDITURES	\$96,546	\$96,546	\$96,546	\$289,639	\$2.66
26						
27	TOTAL DAAS & Non-DAAS EXPENDITURES	\$236,546	\$236,546	\$236,546	\$709,639	\$6.50
28						
29	HSA-DAAS Revenues					
30	Meals	\$140,000	\$140,000	\$140,000	\$420,000	
31	Nutrition Compliance (if your agency is requesting funds)					
32						
33						
34						
35	TOTAL HSA-DAAS REVENUES	\$140,000	\$140,000	\$140,000	\$420,000	
36	PER MEAL COST, HSA-DAAS	\$3.85	\$3.85	\$3.85	\$3.85	
37	Per MEAL & COMPLIANCE COST	\$3.85	\$3.85	\$3.85	\$3.85	
38	Non-DAAS Revenues					
39	Project Income					
40	Agency Cash - Fundraising	\$77,665	\$77,665	\$77,665	\$232,996	\$2.14
41	Agency In-Kind Volunteer	\$18,881	\$18,881	\$18,881	\$56,644	\$0.52
42	Nutrition Compliance Revenues					
43						
44	TOTAL NON HSA-DAAS REVENUES	\$96,546	\$96,546	\$96,546	\$289,639	
45	PER MEAL COST, NON HSA-DAAS	\$2.66	\$2.66	\$2.66	\$2.66	
46	TOTAL REVENUES	\$236,546	\$236,546	\$236,546	\$709,639	
47	PER MEAL COST, TOTAL	\$6.50	\$6.50	\$6.50	\$6.50	
48	Full Time Equivalent (FTE)					
50	Prepared by: Patrick Schmalz		Phone No.: 415-343-1270		Date: 5/10/17	
51	HSA-CO Review Signature: _____				Date: _____	
52	HSA #1		Form Rev. 12/22/16			

	A	B	C	D	E	F	G	H	I	J
1	Grantee's Name: Meals on Wheels San Francisco								Appendix B, page 2	
2	Program Name: HDM-Emergency								Date: 5/10/17	
3										
4										
5	Salaries & Benefits Detail								TOTAL	
6										
7										
8	H.S.A-DAAS	Agency Totals		For DAAS Nutrition		7/1/17 to 6/30/18	7/1/18 to 6/30/19	7/1/19 to 6/30/20	7/1/17 to 6/30/20	
9	POSITION TITLE and NAME	Annual Full Time Salary for FTE	Total % FTE	% Nutr Prog (b)	Adjusted Nutr FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	
10	Drivers	See Driver Tab				\$15,055	\$15,055	\$15,055	\$45,166	
11	Programs Mgr, Mark Liddle	\$70,380	100%	1%	1%	\$953	\$953	\$953	\$2,858	
12	Ops Mgr, Gustavo Lopez	\$76,888	100%	1%	1%	\$1,041	\$1,041	\$1,041	\$3,122	
13	Wait List Mgr, Crystal Booth	\$61,118	100%	1%	1%	\$827	\$827	\$827	\$2,482	
14	Office Mgr, Harviann Brantley	\$56,030	100%	1%	1%	\$601	\$601	\$601	\$1,802	
15	Support Lead, Philip Duarte	\$43,231	100%	1%	1%	\$585	\$585	\$585	\$1,755	
16	Support Lead, Ivoga Suesue	\$56,594	100%	1%	1%	\$766	\$766	\$766	\$2,298	
17	Chief Prog Off, David Linnell	\$139,725	100%	1%	1%	\$1,699	\$1,699	\$1,699	\$5,098	
18	Chief Gov Off, Anne Quaintance	\$135,585	100%	1%	1%	\$1,356	\$1,356	\$1,356	\$4,069	
19	Fleet & Facilities Dir, John Shea	\$81,765	100%	1%	1%	\$652	\$652	\$652	\$1,957	
20	Maintenance, Derek Cook	\$43,748	100%	1%	1%	\$349	\$349	\$349	\$1,047	
21	Volunteer Mgr, Kathleen Stirling	\$62,100	100%	1%	1%	\$702	\$702	\$702	\$2,107	
22	Volunteer Mgr, TBD	\$62,100	100%	1%	1%	\$702	\$702	\$702	\$2,107	
23	Volunteer Director, Meredith Te	\$87,975	100%	1%	1%	\$995	\$995	\$995	\$2,985	
24	HR Manager, Ronald Ayotte	\$77,625	100%	1%	1%	\$472	\$472	\$472	\$1,416	
25	HR Associate, David C Smith	\$43,056	100%	1%	1%	\$262	\$262	\$262	\$785	
26	Communications Director, Karl	\$119,025	100%	0%	0%	\$241	\$241	\$241	\$724	
27	Digital Marketing Manager, Kate	\$61,926	100%	0%	0%	\$126	\$126	\$126	\$377	
28	CEO, Ashley McCumber	\$212,175	100%							
29	TOTALS	\$ 1,491,045	1800%	17%	17%	\$27,385	\$27,385	\$27,385	\$82,155	
30										
31	FRINGE BENEFIT RATE	36.0%								
32	EMPLOYEE FRINGE BENEFITS	\$ 536,776				\$9,858	\$9,858	\$9,858	\$29,574	
33										
34										
35	TOTAL DAAS SALARIES & BENEFITS	\$ 2,027,821				\$37,243	\$37,243	\$37,243	\$111,729	
36										
37										
38	Non - DAAS	Agency Totals		For DAAS Meal					TOTAL	
39	POSITION TITLE and NAME	Annual Full Time Salary for FTE	Total % FTE (a)	% Nutr Prog (b)	Adjusted Nutr FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	
40	Drivers	See Driver Tab				\$10,380	\$10,380	\$10,380	\$31,141	
41	Programs Mgr, Mark Liddle	\$ 70,380	100%	1%	1%	\$504	\$504	\$504	\$1,513	
42	Ops Mgr, Gustavo Lopez	\$ 76,888	100%	1%	1%	\$551	\$551	\$551	\$1,653	
43	Wait List Mgr, Crystal Booth	\$ 61,118	100%	1%	1%	\$438	\$438	\$438	\$1,314	
44	Office Mgr, Harviann Brantley	\$ 56,030	100%	1%	1%	\$318	\$318	\$318	\$954	
45	Support Lead, Philip Duarte	\$ 43,231	100%	1%	1%	\$310	\$310	\$310	\$929	
46	Support Lead, Ivoga Suesue	\$ 56,594	100%	1%	1%	\$406	\$406	\$406	\$1,217	
47	Chief Prog Off, David Linnell	\$ 139,725	100%	1%	1%	\$900	\$900	\$900	\$2,699	
48	Chief Gov Off, Anne Quaintance	\$ 135,585	100%	1%	1%	\$718	\$718	\$718	\$2,154	
49	Fleet & Facilities Dir, John Shea	\$ 81,765	100%	0%	0%	\$345	\$345	\$345	\$1,036	
50	Maintenance, Derek Cook	\$ 43,748	100%	0%	0%	\$185	\$185	\$185	\$554	
51	Volunteer Mgr, Kathleen Stirling	\$ 62,100	100%	1%	1%	\$372	\$372	\$372	\$1,116	
52	Volunteer Mgr, TBD	\$ 62,100	100%	1%	1%	\$372	\$372	\$372	\$1,116	
53	Volunteer Director, Meredith Te	\$ 87,975	100%	1%	1%	\$527	\$527	\$527	\$1,581	
54	HR Manager, Ronald Ayotte	\$ 77,625	100%	0%	0%	\$250	\$250	\$250	\$750	
55	HR Associate, David C Smith	\$ 43,056	100%	0%	0%	\$139	\$139	\$139	\$416	

	A	B	C	D	E	F	G	H	I	J
56	Communications Director, Karl	\$ 119,025	100%	0%	0%		\$128	\$128	\$128	\$383
57	Digital Marketing Manager, Kate	\$ 61,926	100%	0%	0%		\$66	\$66	\$66	\$199
58	CEO, Ashley McCumber	\$ 212,175	100%	1%	1%		\$1,973	\$1,973	\$1,973	\$5,920
59	TOTAL NON-DAAS	\$ 1,491,045	1800%	10%	10%		\$18,881	\$18,881	\$18,881	\$56,644
60										
61	FRINGE BENEFIT RATE	36.0%								
62	EMPLOYEE FRINGE BENEFITS	\$ 536,776					\$6,797	\$6,797	\$6,797	\$20,392
63										
64										
65	TOTAL Non-DAAS SALARIES & BENEFITS	\$ 2,027,822					\$25,678	\$25,678	\$25,678	\$77,035
66										
67	TOTAL DAAS & Non-DAAS SALARIES & BENEFITS	\$ 4,055,643					\$62,922	\$62,922	\$62,922	\$188,765
68	HSA #2									

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HDM-Emergency								Total % FTE	% Nutr Prog (b)	Adjusted Nutr FTE	DAAS %	DAAS Budgeted Salary	Non DAAS %	Non Daas	
LNAME	FNAME	HRS-YR	FTE	Dept	Salary	FRINGE	Comp				59.2%		40.8%		
Birch	Stephanie	2,080	1.00	Driver	\$32,197			100%	2.1%	2.1%	1.2%	\$394	0.8%	\$272	
Chen	Daniel	2,080	1.00	Driver	\$53,263			100%	2.1%	2.1%	1.2%	\$653	0.8%	\$450	
Dearaujo	Cleunir	2,080	1.00	Driver	\$32,298			100%	2.1%	2.1%	1.2%	\$396	0.8%	\$273	
Fleming	James	1,248	1.00	Driver	\$32,601			100%	2.1%	2.1%	1.2%	\$399	0.8%	\$275	
Gardner	Preston	2,080	1.00	Driver	\$35,083			100%	2.1%	2.1%	1.2%	\$430	0.8%	\$296	
Gomez	Francisco	2,080	1.00	Driver	\$37,007			100%	2.1%	2.1%	1.2%	\$453	0.8%	\$313	
Harrington	Gerald	2,080	1.00	Driver	\$35,731			100%	2.1%	2.1%	1.2%	\$438	0.8%	\$302	
Hernandez	Waskar	2,080	1.00	Driver	\$32,855			100%	2.1%	2.1%	1.2%	\$403	0.8%	\$278	
Huang	Xing	2,080	1.00	Driver	\$35,896			100%	2.1%	2.1%	1.2%	\$440	0.8%	\$303	
Ishida	Philip	2,080	1.00	Driver	\$34,211			100%	2.1%	2.1%	1.2%	\$419	0.8%	\$289	
Kelley	Sheila	2,080	1.00	Driver	\$33,853			100%	2.1%	2.1%	1.2%	\$415	0.8%	\$286	
Kwong	Raymond	2,080	1.00	Driver	\$37,489			100%	2.1%	2.1%	1.2%	\$459	0.8%	\$317	
Lee	Karmari	2,080	1.00	Driver	\$38,598			100%	2.1%	2.1%	1.2%	\$473	0.8%	\$326	
Letuane	Fou	2,080	1.00	Driver	\$31,286			100%	2.1%	2.1%	1.2%	\$389	0.8%	\$264	
Maher	Antoinette	2,080	1.00	Driver	\$46,351			100%	2.1%	2.1%	1.2%	\$568	0.8%	\$392	
Maldonado	Michael	2,080	1.00	Driver	\$38,250			100%	2.1%	2.1%	1.2%	\$469	0.8%	\$323	
Marcos Aragon	Noel	2,080	1.00	Driver	\$39,850			100%	2.1%	2.1%	1.2%	\$488	0.8%	\$337	
Mejia	Felipe Ernest	2,080	1.00	Driver	\$34,918			100%	2.1%	2.1%	1.2%	\$428	0.8%	\$295	
Pomefe	Alafale	2,080	1.00	Driver	\$46,769			100%	2.1%	2.1%	1.2%	\$573	0.8%	\$395	
Price	Bianca	2,080	1.00	Driver	\$35,235			100%	2.1%	2.1%	1.2%	\$437	0.8%	\$298	
Sandoval	Adrian	2,080	1.00	Driver	\$36,952			100%	2.1%	2.1%	1.2%	\$453	0.8%	\$312	
Sarmiento	Gemma	2,080	1.00	Driver	\$43,082			100%	2.1%	2.1%	1.2%	\$526	0.8%	\$354	
Sefo	Viena	2,080	1.00	Driver	\$49,226			100%	2.1%	2.1%	1.2%	\$603	0.8%	\$416	
Torres	Martha	2,080	1.00	Driver	\$37,620			100%	2.1%	2.1%	1.2%	\$461	0.8%	\$318	
Torres	Rigoberto	2,080	1.00	Driver	\$43,731			100%	2.1%	2.1%	1.2%	\$536	0.8%	\$369	
Vega	Rene	1,664	1.00	Driver	\$37,041			100%	2.1%	2.1%	1.2%	\$454	0.8%	\$313	
Yee	Roland	2,080	1.00	Driver	\$46,340			100%	2.1%	2.1%	1.2%	\$568	0.8%	\$391	
Zitsman	Mark	2,080	1.00	Driver	\$37,439			100%	2.1%	2.1%	1.2%	\$459	0.8%	\$316	
Open: 11/1 Emp List, MOWSF Bdgt, CCSF Bdgt		2,080	1.00	Driver	\$38,399			100%	2.1%	2.1%	1.2%	\$470	0.8%	\$324	
Open: 11/1 Emp List, MOWSF Bdgt		2,080	1.00	Driver	\$38,399			100%	2.1%	2.1%	1.2%	\$470	0.8%	\$324	
Open: 11/1/16 Emp List		2,080	1.00	Driver	\$38,399			100%	2.1%	2.1%	1.2%	\$470	0.8%	\$324	
New in 17/18		2,080	1.00	Driver	\$38,399			100%	2.1%	2.1%	1.2%	\$470	0.8%	\$324	
Total Original Approved Budget			32.00		\$1,228,769							\$15,055		\$10,380	\$25,436

	A	B	C	D	E	F	G	H
1	Grantee's Name: Meals on Wheels							Appendix B, page 3
2	Program Name:							Date: 5/10/17
3	HDM-Emergency							
4	Operating Expense Detail							
7	H.S.A-DAAS	Annual #Meals Contracted:	36,364	36,364	36,364	TOTAL		
8	Expenditure Category	Term:	7/1/17 to 6/30/18	7/1/18 to 6/30/19	7/1/19 to 6/30/20	7/1/17 to 6/30/20		
9	Rental of Property							
10	Utilities(Elec, Water, Gas, Phone, Scavenger)							
11	Office Supplies, Postage							
12	Building Maintenance Supplies and Repair							
13	FOOD COSTS							
14	Raw Food	per meal \$ -						
15	Cong Food Svc Supplies	per meal \$ -						
16	HDM Food Svc Supplies	per meal \$ -						
17	Catered Meals	per meal \$ 2.93	\$102,757	\$102,757	\$102,757	\$308,271		
18	CONSULTANT/SUBCONTRACTOR Descriptive Title							
19	Registered Dietitian							
20								
21	OTHER COSTS:							
22	Insurance							
23	Staff Training & Travel							
24	Rental of Equipment							
25	Small equipment & Supplies							
26	Delivery Cost							
27	Kitchen Costs							
28	Fees, dues, advertising							
29	Outside Services							
30	Grant, Volunteer and Client Costs							
31	Other Operating							
32	Fundraising							
33	TOTAL DAAS OPERATING EXPENSE		\$102,757	\$102,757	\$102,757	\$308,271		
35	Non-DAAS					TOTAL		
36	Expenditure Category							
37	Rental of Property							
38	Utilities(Elec, Water, Gas, Phone, Scavenger)		\$757	\$757	\$757	\$2,271		
39	Office Supplies, Postage		\$569	\$569	\$569	\$1,707		
40	Building Maintenance Supplies and Repair		\$1,088	\$1,088	\$1,088	\$3,264		
41	FOOD COSTS							
42	Raw Food	per meal \$ -						
43	Cong Food Svc Supplies	per meal \$ -						
44	HDM Food Svc Supplies	per meal \$ -						
45	Catered Meals	per meal \$ 2.93	\$3,826	\$3,826	\$3,826	\$11,479		
46	CONSULTANT/SUBCONTRACTOR Descriptive Title							
47	Registered Dietitian							
48								
49	OTHER COSTS:							
50	Insurance		\$831	\$831	\$831	\$2,493		
51	Staff Training & Travel		\$624	\$624	\$624	\$1,872		
52	Rental of Equipment							
53	Small equipment & Supplies		\$420	\$420	\$420	\$1,260		
54	Delivery Cost		\$6,334	\$6,334	\$6,334	\$19,002		
55	Kitchen Costs		\$3,295	\$3,295	\$3,295	\$9,885		
56	Fees, dues, advertising		\$445	\$445	\$445	\$1,335		
57	Outside Services		\$1,533	\$1,533	\$1,533	\$4,599		
58	Grant, Volunteer and Client Costs		\$4,022	\$4,022	\$4,022	\$12,066		
59	Other Operating		\$1,365	\$1,365	\$1,365	\$4,095		

	A	B	C	D	E	F	G	H
60	Fundraising				\$27,795	\$27,795	\$27,795	\$83,385
62	TOTAL Non-DAAS OPERATING EXPENSE				\$52,904	\$ 52,904.48	\$52,904	\$158,713
63								
64	TOTAL DAAS & Non-DAAS OPERATING EXPENSE				\$155,661	\$155,661	\$155,661	\$466,984
69	HSA #3				Form Rev. 12/22/16			

	A	B	C	D	E	F
1	BUDGET FORMS					Appendix B1, pg. 1
2	Document Date:					5/10/2017
3	HUMAN SERVICES AGENCY - DEPARTMENT OF AGING AND ADULT SERVICES					
4	BUDGET PROPOSAL FORMS					
5	Grantee's Name: Meals on Wheels San Francisco				Grant Term	
6	(Check One) New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>					
7	Effective Date of Mod:		No. of Mod:		7/1/17 to 6/30/20	
8	Program: Enter 1 Prog ONLY (e.g. Cong-ENP, HDM-ENP, Cong-AWD, or HDM-AWD)	HDM-ENP			TOTAL	Average cost/meal
9	Annual #Meals Contracted	1,434,393	1,434,393	1,434,393	4,303,179	
10	Program Term	7/1/17 to 6/30/18	7/1/18 to 6/30/19	7/1/19 to 6/30/20	7/1/17 to 6/30/20	
11	DAAS Expenditures					
12	Salaries & Benefits	\$1,350,363	\$1,350,363	\$1,350,363	\$4,051,089	\$0.94
13	Operating Expense	\$3,698,701	\$3,698,701	\$3,698,701	\$11,096,103	\$2.58
14	Subtotal	\$5,049,064	\$5,049,064	\$5,049,064	\$15,147,192	\$3.52
15	Indirect Percentage (max 10%)					
16	Indirect Cost (Line 15 X Line 14, check Gen.Guidance regarding indirect exclusion)					
17	Capital Expenditure					
18	TOTAL DAAS EXPENDITURES	\$5,049,064	\$5,049,064	\$5,049,064	\$15,147,192	\$3.52
19						
20	Non-DAAS Expenditures					
21	Salaries & Benefits	\$1,131,922	\$1,131,922	\$1,131,922	\$3,395,765	\$0.79
22	Operating Expense	\$2,389,987	\$2,389,987	\$2,389,987	\$7,169,960	\$1.67
23	Indirect Expense	\$709,746	\$709,746	\$709,746	\$2,129,239	\$0.49
24	Capital Expenditure					
25	TOTAL Non-DAAS EXPENDITURES	\$4,231,655	\$4,231,655	\$4,231,655	\$12,694,964	\$2.95
26						
27	TOTAL DAAS & Non-DAAS EXPENDITURES	\$9,280,719	\$9,280,719	\$9,280,719	\$27,842,156	\$6.47
28						
29	HSA-DAAS Revenues					
30	Meals, Local Funds	\$3,126,078	\$3,126,078	\$3,126,078	\$9,378,234	
31	Meals: Federal funds	\$1,669,807	\$1,669,807	\$1,669,807	\$5,009,421	
32	Meals: State funds	\$253,179	\$253,179	\$253,179	\$759,537	
33						
34	Nutrition Compliance (if your agency is r	\$584,300	\$584,300	\$584,300	\$1,752,900	
35	TOTAL HSA-DAAS REVENUES	\$5,633,364	\$5,633,364	\$5,633,364	\$16,900,092	
36	PER MEAL COST, HSA-DAAS	\$2.76	\$2.76	\$2.76	\$2.76	
37	Per MEAL & COMPLIANCE COST	\$3.93	\$3.93	\$3.93	\$3.93	
38	Non-DAAS Revenues					
39	Project Income	222,000	222,000	222,000	\$666,000	\$0.15
40	Agency Cash - Fundraising	\$5,100,345	\$5,100,345	\$5,100,345	\$15,301,036	\$3.56
41	Agency In-Kind Volunteer	\$832,295	\$832,295	\$832,295	\$2,496,886	\$0.58
42	Nutrition Compliance Revenues	\$1,223,178	\$1,223,178	\$1,223,178	\$3,669,534	
43						
44	TOTAL NON HSA-DAAS REVENUES	\$7,377,819	\$7,377,819	\$7,377,819	\$22,133,456	
45	PER MEAL COST, NON HSA-DAAS	\$5.14	\$5.14	\$5.14	\$5.14	
46	TOTAL REVENUES	\$13,011,184	\$13,011,184	\$13,011,184	\$39,033,548	
47	PER MEAL COST, TOTAL	\$9.07	\$9.07	\$9.07	\$9.07	
48	Full Time Equivalent (FTE)					
50	Prepared by: Patrick Schmalz	Phone No.: 415-343-1270		Date: 5/10/17		
51	HSA-CO Review Signature:			Date: _____		
52	HSA #1	Form Rev. 12/22/16				

	A	B	C	D	E	F	G	H	I	J
1	Grantee's Name: Meals on Wheels San Francisco								Appendix B1, page 2	
2	Program Name:								Date: 5/10/17	
3	HDM-ENP									
4										
5	Salaries & Benefits Detail								TOTAL	
6										
7										
8	H.S.A-DAAS									
		Agency Totals		For DAAS Nutrition		7/1/17 to 6/30/18	7/1/18 to 6/30/19	7/1/19 to 6/30/20	7/1/17 to 6/30/20	
9	POSITION TITLE and NAME	Annual Full Time Salary for FTE	Total % FTE	% Nutr Prog (b)	Adjusted Nutr FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	
10	Drivers	See Driver Tab				\$545,857	\$545,857	\$545,857	\$1,637,570	
11	Programs Mgr, Mark Liddle	\$70,380	100%	49%	49%	\$34,542	\$34,542	\$34,542	\$103,627	
12	Ops Mgr, Gustavo Lopez	\$76,888	100%	49%	49%	\$37,736	\$37,736	\$37,736	\$113,209	
13	Wait List Mgr, Crystal Booth	\$61,118	100%	49%	49%	\$29,997	\$29,997	\$29,997	\$89,990	
14	Office Mgr, Harviann Brantley	\$56,030	100%	39%	39%	\$21,724	\$21,724	\$21,724	\$65,172	
15	Support Lead, Philip Duarte	\$43,231	100%	49%	49%	\$21,218	\$21,218	\$21,218	\$63,653	
16	Support Lead, Ivoga Suesue	\$56,594	100%	49%	49%	\$27,776	\$27,776	\$27,776	\$83,329	
17	Chief Prog Off, David Linnell	\$139,725	100%	44%	44%	\$61,716	\$61,716	\$61,716	\$185,147	
18	Chief Gov Off, Anne Quaintance	\$135,585	100%	36%	36%	\$49,245	\$49,245	\$49,245	\$147,734	
19	Fleet & Facilities Dir, John Shee	\$81,765	100%	29%	29%	\$23,677	\$23,677	\$23,677	\$71,031	
20	Maintenance, Derek Cook	\$43,748	100%	29%	29%	\$12,668	\$12,668	\$12,668	\$38,005	
21	Volunteer Mgr, Kathleen Stirling	\$62,100	100%	41%	41%	\$25,399	\$25,399	\$25,399	\$76,197	
22	Volunteer Mgr, TBD	\$62,100	100%	41%	41%	\$25,399	\$25,399	\$25,399	\$76,197	
23	Volunteer Director, Meredith Te	\$87,975	100%	41%	41%	\$35,982	\$35,982	\$35,982	\$107,945	
24	HR Manager, Ronald Ayotte	\$77,625	100%	22%	22%	\$17,146	\$17,146	\$17,146	\$51,437	
25	HR Associate, David C Smith	\$43,056	100%	22%	22%	\$9,510	\$9,510	\$9,510	\$28,530	
26	Communications Director, Karl	\$119,025	100%	7%	7%	\$8,763	\$8,763	\$8,763	\$26,290	
27	Digital Marketing Manager, Kate	\$61,926	100%	7%	7%	\$4,559	\$4,559	\$4,559	\$13,678	
28	CEO, Ashley McCumber	\$212,175	100%							
29	TOTALS	\$ 1,491,045	1800%	604%	604%	\$992,914	\$992,914	\$992,914	\$2,978,742	
30										
31	FRINGE BENEFIT RATE	36.0%								
32	EMPLOYEE FRINGE BENEFITS	\$ 536,776				\$357,449	\$357,449	\$357,449	\$1,072,347	
33										
34										
35	TOTAL DAAS SALARIES & BENEFITS	\$ 2,027,822				\$1,350,363	\$1,350,363	\$1,350,363	\$4,051,089	
36										
37										
38	Non - DAAS									
		Agency Totals		For DAAS Meal					TOTAL	
39	POSITION TITLE and NAME	Annual Full Time Salary for FTE	Total % FTE (a)	% Nutr Prog (b)	Adjusted Nutr FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	
40	Drivers	See Driver Tab				\$457,556	\$457,556	\$457,556	\$1,372,669	
41	Programs Mgr, Mark Liddle	\$ 70,380	100%	33%	33%	\$22,930	\$22,930	\$22,930	\$68,790	
42	Ops Mgr, Gustavo Lopez	\$ 76,888	100%	33%	33%	\$25,050	\$25,050	\$25,050	\$75,150	
43	Wait List Mgr, Crystal Booth	\$ 61,118	100%	33%	33%	\$19,912	\$19,912	\$19,912	\$59,737	
44	Office Mgr, Harviann Brantley	\$ 56,030	100%	26%	26%	\$14,421	\$14,421	\$14,421	\$43,262	
45	Support Lead, Philip Duarte	\$ 43,231	100%	33%	33%	\$14,085	\$14,085	\$14,085	\$42,254	
46	Support Lead, Ivoga Suesue	\$ 56,594	100%	33%	33%	\$18,438	\$18,438	\$18,438	\$55,315	
47	Chief Prog Off, David Linnell	\$ 139,725	100%	29%	29%	\$40,968	\$40,968	\$40,968	\$122,904	
48	Chief Gov Off, Anne Quaintance	\$ 135,585	100%	24%	24%	\$32,689	\$32,689	\$32,689	\$98,068	
49	Fleet & Facilities Dir, John Shee	\$ 81,765	100%	19%	19%	\$15,717	\$15,717	\$15,717	\$47,152	
50	Maintenance, Derek Cook	\$ 43,748	100%	19%	19%	\$8,410	\$8,410	\$8,410	\$25,229	
51	Volunteer Mgr, Kathleen Stirling	\$ 62,100	100%	27%	27%	\$16,860	\$16,860	\$16,860	\$50,581	
52	Volunteer Mgr, TBD	\$ 62,100	100%	27%	27%	\$16,860	\$16,860	\$16,860	\$50,581	
53	Volunteer Director, Meredith Te	\$ 87,975	100%	27%	27%	\$23,885	\$23,885	\$23,885	\$71,656	
54	HR Manager, Ronald Ayotte	\$ 77,625	100%	15%	15%	\$11,382	\$11,382	\$11,382	\$34,145	
55	HR Associate, David C Smith	\$ 43,056	100%	15%	15%	\$6,313	\$6,313	\$6,313	\$18,939	

	A	B	C	D	E	F	G	H	I	J
56	Communications Director, Karl	\$ 119,025	100%	5%	5%		\$5,817	\$5,817	\$5,817	\$17,452
57	Digital Marketing Manager, Kate	\$ 61,926	100%	5%	5%		\$3,027	\$3,027	\$3,027	\$9,080
58	CEO, Ashley McCumber	\$ 212,175	100%	37%	37%		\$77,974	\$77,974	\$77,974	\$233,923
59	TOTAL NON-DAAS	\$ 1,491,045	1800%	438%	438%		\$832,295	\$832,295	\$832,295	\$2,496,886
60										
61	FRINGE BENEFIT RATE	36.0%								
62	EMPLOYEE FRINGE BENEFITS	\$ 536,776					\$299,626	\$299,626	\$299,626	\$898,879
63										
64										
65	TOTAL Non-DAAS SALARIES & BENEFITS	\$ 2,027,822					\$1,131,922	\$1,131,922	\$1,131,922	\$3,395,765
66										
67	TOTAL DAAS & Non-DAAS SALARIES & BENEFITS	\$ 4,055,644					\$2,482,284	\$2,482,284	\$2,482,284	\$7,446,854
68	HSA #2									

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HDM-EMP								Total % FTE	% Nutr Prog (b)	Adjusted Nutr FTE	DAAS %	DAAS Budgeted Salary	Non DAAS %	Non DAAS	
LNAME	FNAME	HRS-YR	FTE	Dept	Salary	FRINGE	Comp				54.4%		45.6%		
Birch	Stephanie	2,080	1.00	Driver	\$32,197			100%	81.7%	81.7%	44.4%	\$14,309	37.2%	\$11,989	
Chen	Daniel	2,080	1.00	Driver	\$53,263			100%	81.7%	81.7%	44.4%	\$23,661	37.2%	\$19,834	
Dearaujo	Cleunir	2,080	1.00	Driver	\$32,298			100%	81.7%	81.7%	44.4%	\$14,348	37.2%	\$12,027	
Fleming	James	1,248	1.00	Driver	\$32,601			100%	81.7%	81.7%	44.4%	\$14,482	37.2%	\$12,140	
Gardner	Preston	2,080	1.00	Driver	\$35,083			100%	81.7%	81.7%	44.4%	\$15,585	37.2%	\$13,064	
Gomez	Francisco	2,080	1.00	Driver	\$37,007			100%	81.7%	81.7%	44.4%	\$16,440	37.2%	\$13,740	
Harrington	Gerald	2,080	1.00	Driver	\$35,731			100%	81.7%	81.7%	44.4%	\$15,872	37.2%	\$13,205	
Hernandez	Waskar	2,080	1.00	Driver	\$32,855			100%	81.7%	81.7%	44.4%	\$14,595	37.2%	\$12,234	
Huang	Xing	2,080	1.00	Driver	\$35,896			100%	81.7%	81.7%	44.4%	\$15,946	37.2%	\$13,367	
Ishida	Philip	2,080	1.00	Driver	\$34,211			100%	81.7%	81.7%	44.4%	\$15,458	37.2%	\$12,739	
Kelley	Sheila	2,080	1.00	Driver	\$33,853			100%	81.7%	81.7%	44.4%	\$15,039	37.2%	\$12,606	
Kwong	Raymond	2,080	1.00	Driver	\$37,489			100%	81.7%	81.7%	44.4%	\$16,664	37.2%	\$13,960	
Lee	Karmari	2,080	1.00	Driver	\$38,598			100%	81.7%	81.7%	44.4%	\$17,426	37.2%	\$14,373	
Letuane	Fou	2,080	1.00	Driver	\$31,286			100%	81.7%	81.7%	44.4%	\$13,898	37.2%	\$11,650	
Maher	Antoinette	2,080	1.00	Driver	\$46,351			100%	81.7%	81.7%	44.4%	\$20,590	37.2%	\$17,860	
Maldonado	Michael	2,080	1.00	Driver	\$38,250			100%	81.7%	81.7%	44.4%	\$16,992	37.2%	\$14,243	
Marcos Aragon	Noel	2,080	1.00	Driver	\$39,850			100%	81.7%	81.7%	44.4%	\$17,703	37.2%	\$14,839	
Mejia	Felipe Ernest	2,080	1.00	Driver	\$34,918			100%	81.7%	81.7%	44.4%	\$15,811	37.2%	\$13,002	
Pomele	Alafale	2,080	1.00	Driver	\$46,769			100%	81.7%	81.7%	44.4%	\$20,776	37.2%	\$17,415	
Price	Bianca	2,080	1.00	Driver	\$35,235			100%	81.7%	81.7%	44.4%	\$15,662	37.2%	\$13,126	
Sandoval	Adrian	2,080	1.00	Driver	\$36,952			100%	81.7%	81.7%	44.4%	\$16,415	37.2%	\$13,760	
Sarmiento	Gemma	2,080	1.00	Driver	\$43,082			100%	81.7%	81.7%	44.4%	\$19,158	37.2%	\$16,042	
Sefo	Viena	2,080	1.00	Driver	\$49,226			100%	81.7%	81.7%	44.4%	\$21,862	37.2%	\$18,330	
Torres	Martha	2,080	1.00	Driver	\$37,620			100%	81.7%	81.7%	44.4%	\$16,712	37.2%	\$14,069	
Torres	Rigoberto	2,080	1.00	Driver	\$43,731			100%	81.7%	81.7%	44.4%	\$19,427	37.2%	\$16,234	
Vega	Rene	1,664	1.00	Driver	\$37,041			100%	81.7%	81.7%	44.4%	\$16,455	37.2%	\$13,793	
Yee	Roland	2,080	1.00	Driver	\$46,340			100%	81.7%	81.7%	44.4%	\$20,586	37.2%	\$17,256	
Zitsman	Mark	2,080	1.00	Driver	\$37,439			100%	81.7%	81.7%	44.4%	\$16,681	37.2%	\$13,941	
Open: 11/1 Emp List, MOWSF Bdgt, CCSF Bdgt		2,080	1.00	Driver	\$38,399			100%	81.7%	81.7%	44.4%	\$17,059	37.2%	\$14,299	
Open: 11/1 Emp List, MOWSF Bdgt		2,080	1.00	Driver	\$38,399			100%	81.7%	81.7%	44.4%	\$17,059	37.2%	\$14,299	
Open: 11/1/16 Emp List		2,080	1.00	Driver	\$38,399			100%	81.7%	81.7%	44.4%	\$17,058	37.2%	\$14,299	
New in 17/18		2,080	1.00	Driver	\$38,399			100%	81.7%	81.7%	44.4%	\$17,058	37.2%	\$14,299	
Total Original Approved Budget			32.00		\$1,228,769							\$545,857		\$457,556	\$1,003,413

	A	B	C	D	E	F	G	H
1	Grantee's Name: Meals on Wheels							Appendix B1, page
2	Program Name:							Date: 5/10/17
3	HDM-ENP							
4	Operating Expense Detail							
7	H.S.A-DAAS	Annual #Meals Contracted:	1,434,393	1,434,393	1,434,393	TOTAL		
8	Expenditure Category	Term:	7/1/17 to 6/30/18	7/1/18 to 6/30/19	7/1/19 to 6/30/20	7/1/17 to 6/30/20		
9	Rental of Property							
10	Utilities(Elec, Water, Gas, Phone, Scavenger)							
11	Office Supplies, Postage							
12	Building Maintenance Supplies and Repair							
13	FOOD COSTS							
14	Raw Food	per meal \$	-					
15	Cong Food Svc Supplies	per meal \$	-					
16	HDM Food Svc Supplies	per meal \$	-					
17	Catered Meals	per meal \$	2.93	\$3,698,701	\$3,698,701	\$3,698,701	\$11,096,103	
18	CONSULTANT/SUBCONTRACTOR Descriptive Title							
19	Registered Dietitian							
20								
21	OTHER COSTS:							
22	Insurance							
23	Staff Training & Travel							
24	Rental of Equipment							
25	Small equipment & Supplies							
26	Delivery Cost							
27	Kitchen Costs							
28	Fees, dues, advertising							
29	Outside Services							
30	Grant, Volunteer and Client Costs							
31	Other Operating							
32	Fundraising							
33	TOTAL DAAS OPERATING EXPENSE			\$3,698,701	\$3,698,701	\$3,698,701	\$11,096,103	
35	Non-DAAS							TOTAL
36	Expenditure Category							
37	Rental of Property							
38	Utilities(Elec, Water, Gas, Phone, Scavenger)		\$29,853	\$29,853	\$29,853	\$89,559		
39	Office Supplies, Postage		\$22,438	\$22,438	\$22,438	\$67,314		
40	Building Maintenance Supplies and Repair		\$42,926	\$42,926	\$42,926	\$128,778		
41	FOOD COSTS							
42	Raw Food	per meal \$	-					
43	Cong Food Svc Supplies	per meal \$	-					
44	HDM Food Svc Supplies	per meal \$	-					
45	Catered Meals	per meal \$	2.93	\$505,512	\$505,512	\$505,512	\$1,516,535	
46	CONSULTANT/SUBCONTRACTOR Descriptive Title							
47	Registered Dietitian							
48								
49	OTHER COSTS:							
50	Insurance		\$32,780	\$32,780	\$32,780	\$98,340		
51	Staff Training & Travel		\$24,633	\$24,633	\$24,633	\$73,899		
52	Rental of Equipment							
53	Small equipment & Supplies		\$16,585	\$16,585	\$16,585	\$49,755		
54	Delivery Cost		\$249,843	\$249,843	\$249,843	\$749,529		
55	Kitchen Costs		\$129,990	\$129,990	\$129,990	\$389,970		
56	Fees, dues, advertising		\$17,560	\$17,560	\$17,560	\$52,680		
57	Outside Services		\$60,486	\$60,486	\$60,486	\$181,458		
58	Grant, Volunteer and Client Costs		\$158,661	\$158,661	\$158,661	\$475,983		
59	Other Operating		\$52,241	\$52,241	\$52,241	\$156,723		

	A	B	C	D	E	F	G	H
60	Fundraising				\$1,046,479	\$1,046,479	\$1,046,479	\$3,139,437
62	TOTAL Non-DAAS OPERATING EXPENSE				\$2,389,987	\$ 2,389,986.62	\$2,389,987	\$7,169,960
63								
64	TOTAL DAAS & Non-DAAS OPERATING EXPENSE				\$6,088,688	\$6,088,688	\$6,088,688	\$18,266,063
69	HSA #3				Form Rev. 12/22/16			

**HUMAN SERVICES AGENCY BUDGET SUMMARY
 BY PROGRAM**

Contractor Name: **Meals on Wheels San Francisco** Term: **July 1, 2017 to June 30, 2020**

(Check One) New Renewal Modification

If modification, Effective Date of Mod. No. of Mod.

Program: Nutrition Compliance for ENP- Indicate HDM or Congregate	REVENUE Cost Allocation:			REVENUE Cost Allocation:			REVENUE Cost Allocation:			Total Revenue
	Year 1	H.S.A.-DAAS	Non-HSA-DAAS	Year 2	H.S.A.-DAAS	Non-HSA-DAAS	Year 3	H.S.A.-DAAS	Non-HSA-DAAS	
Budget Reference Page No.(s)										
Program Term	7/1/17-6/30/18			7/1/18-6/30/19			7/1/19-6/30/20			7/1/17 to 6/30/20
Expenditures										
Nutrition Education										
Salaries & Benefits	\$15,457	\$545	\$14,912	\$15,457	\$545	\$14,912	\$15,457	\$545	\$14,912	\$46,372
Operating Expense										
Subtotal Direct	\$15,457	\$545	\$14,912	\$15,457	\$545	\$14,912	\$15,457	\$545	\$14,912	\$46,372
Indirect Percentage	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%
Indirect Expense	\$1,537	\$54	\$1,483	\$1,537	\$54	\$1,483	\$1,537	\$54	\$1,483	\$4,612
Total Nutrition Education	\$16,995	\$600	\$16,395	\$16,995	\$600	\$16,395	\$16,995	\$600	\$16,395	\$50,984
Nutrition Counseling										
Salaries & Benefits	\$154,572	\$56,741	\$97,831	\$154,572	\$56,741	\$97,831	\$154,572	\$56,741	\$97,831	\$463,715
Operating Expense	\$39,277	\$8,928	\$30,349	\$39,277	\$8,928	\$30,349	\$39,277	\$8,928	\$30,349	\$117,831
Subtotal Direct	\$193,849	\$65,669	\$128,180	\$193,849	\$65,669	\$128,180	\$193,849	\$65,669	\$128,180	\$581,546
Indirect Percentage	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%
Indirect Expense	\$19,281	\$6,532	\$12,749	\$19,281	\$6,532	\$12,749	\$19,281	\$6,532	\$12,749	\$57,842
Total Nutrition Counseling	\$213,130	\$72,200	\$140,929	\$213,130	\$72,200	\$140,929	\$213,130	\$72,200	\$140,929	\$639,389
HACCP Kitchen Monitoring										
Salaries & Benefits	\$61,829	\$819	\$61,010	\$61,829	\$819	\$61,010	\$61,829	\$819	\$61,010	\$185,486
Operating Expense										
Subtotal Direct	\$61,829	\$819	\$61,010	\$61,829	\$819	\$61,010	\$61,829	\$819	\$61,010	\$185,486
Indirect Percentage	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%
Indirect Expense	\$6,150	\$81	\$6,068	\$6,150	\$81	\$6,068	\$6,150	\$81	\$6,068	\$18,449
Total HACCP Kitchen Monitoring	\$67,978	\$900	\$67,078	\$67,978	\$900	\$67,078	\$67,978	\$900	\$67,078	\$203,935
Site/Route Monitoring										
Salaries & Benefits	\$15,457	\$3,274	\$12,183	\$15,457	\$3,274	\$12,183	\$15,457	\$3,274	\$12,183	\$46,372
Operating Expense										
Subtotal Direct	\$15,457	\$3,274	\$12,183	\$15,457	\$3,274	\$12,183	\$15,457	\$3,274	\$12,183	\$46,372
Indirect Percentage	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%
Indirect Expense	\$1,537	\$326	\$1,212	\$1,537	\$326	\$1,212	\$1,537	\$326	\$1,212	\$4,612
Total Site/Route Monitoring	\$16,995	\$3,600	\$13,395	\$16,995	\$3,600	\$13,395	\$16,995	\$3,600	\$13,395	\$50,984
Menu Planning										
Salaries & Benefits	\$61,829	\$910	\$60,919	\$61,829	\$910	\$60,919	\$61,829	\$910	\$60,919	\$185,486
Operating Expense										
Subtotal Direct	\$61,829	\$910	\$60,919	\$61,829	\$910	\$60,919	\$61,829	\$910	\$60,919	\$185,486
Indirect Percentage	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%
Indirect Expense	\$6,150	\$90	\$6,059	\$6,150	\$90	\$6,059	\$6,150	\$90	\$6,059	\$18,449
Total Menu Planning	\$67,978	\$1,000	\$66,978	\$67,978	\$1,000	\$66,978	\$67,978	\$1,000	\$66,978	\$203,935
HDM Assessments										
Salaries & Benefits	\$1,019,921	\$395,342	\$624,578	\$1,019,921	\$395,342	\$624,578	\$1,019,921	\$395,342	\$624,578	\$3,059,763
Operating Expense	\$170,116	\$64,883	\$105,233	\$170,116	\$64,883	\$105,233	\$170,116	\$64,883	\$105,233	\$510,348
Subtotal Direct	\$1,190,037	\$460,225	\$729,811	\$1,190,037	\$460,225	\$729,811	\$1,190,037	\$460,225	\$729,811	\$3,570,111
Indirect Percentage	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%
Indirect Expense	\$118,362	\$45,774	\$72,588	\$118,362	\$45,774	\$72,588	\$118,362	\$45,774	\$72,588	\$355,087
Total HDM Assessments	\$1,308,399	\$506,000	\$802,399	\$1,308,399	\$506,000	\$802,399	\$1,308,399	\$506,000	\$802,399	\$3,925,197
Other Nutrition Compliance										
Salaries & Benefits										
Operating Expense										
Subtotal Direct										
Indirect Percentage										
Indirect Expense										
Total Other Nutrition Compliance										
GRAND Total Expenditures	\$1,791,934	\$584,300	\$1,207,633	\$1,791,934	\$584,300	\$1,207,633	\$1,791,934	\$584,300	\$1,207,633	\$6,074,424
HSA Revenues	\$584,300			\$584,300			\$584,300			\$1,752,900
TOTAL HSA REVENUES	\$584,300			\$584,300			\$584,300			\$1,752,900
Other Non-H.S.A.-DAAS Revenues	\$1,207,633			\$1,207,633			\$1,207,633			\$3,622,900
TOTAL OTHER REVENUES	\$1,207,633			\$1,207,633			\$1,207,633			\$3,622,900
Full Time Equivalent (FTE)	16.40			16.40			16.40			

74 Prepared by: **Patrick Schmalz** Telephone No.: 415-343-1270 Date 5/10/17

75 HSA-CO Review Signature: _____

76 HSA #1 _____ Document Date: 5/1

Program: Nutrition Compliance for ENP. Indicate HDM or Congregate
(Same as Line 9 on HSA #1)

Nutrition Education Salaries & Benefits Detail

TERM:
July 1, 2017 to June 30, 2020

7/1/17-6/30/18 7/1/18-6/30/19 7/1/19-6/30/20 7/1/20-6/30/21

11	12	Agency Totals		For HSA Program		For HSA Program REVENUE Cost Allocation:			For HSA Program REVENUE Cost Allocation:			For HSA Program REVENUE Cost Allocation:			Total Revenue
		Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Budgeted Salary	H.S.A.-DAAS	Non-HSA-DAAS	Budgeted Salary	H.S.A.-DAAS	Non-HSA-DAAS	Budgeted Salary	H.S.A.-DAAS	Non-HSA-DAAS	
13	Director of Nutrition	\$94,823	100%	5%	5%	\$4,741	\$168	\$4,573	\$4,741	\$168	\$4,573	\$4,741	\$168	\$4,573	\$14,223
14	Registered Dietician	\$62,488	100%	5%	5%	\$3,124	\$111	\$3,014	\$3,124	\$111	\$3,014	\$3,124	\$111	\$3,014	\$9,373
15	Registered Dietician	\$62,369	100%	5%	5%	\$3,118	\$111	\$3,008	\$3,118	\$111	\$3,008	\$3,118	\$111	\$3,008	\$9,355
16	Chief Program Officer	\$139,725	2%	5%	0%	\$105	\$4	\$101	\$105	\$4	\$101	\$105	\$4	\$101	\$314
17	Chief Government Officer	\$135,585	1%	5%	0%	\$51	\$2	\$49	\$51	\$2	\$49	\$51	\$2	\$49	\$153
18	Chief Executive Officer	\$212,175	1%	5%	0%	\$59		\$59	\$59		\$59	\$59		\$59	\$178
19	Facility Director	\$81,765	2%	5%	0%	\$61	\$2	\$59	\$61	\$2	\$59	\$61	\$2	\$59	\$184
20	Maintenance Worker	\$43,748	2%	5%	0%	\$33	\$1	\$32	\$33	\$1	\$32	\$33	\$1	\$32	\$98
21	HR Manager	\$77,625	1%	5%	0%	\$22	\$1	\$21	\$22	\$1	\$21	\$22	\$1	\$21	\$65
22	Communications Director	\$119,025	1%	5%	0%	\$33	\$1	\$32	\$33	\$1	\$32	\$33	\$1	\$32	\$100
23	Digital Marketing Manager	\$61,926	1%	5%	0%	\$17	\$1	\$16	\$17	\$1	\$16	\$17	\$1	\$16	\$52
24															
25															
26															
27															
28															
29															
30	TOTALS	\$1,091,254	307%	55%	15%	\$11,366	\$401	\$10,965	\$11,366	\$401	\$10,965	\$11,366	\$401	\$10,965	\$34,097
31															
32	FRINGE BENEFIT RATE	36%													
33	EMPLOYEE FRINGE BENEFITS	\$392,851				\$4,092	\$144	\$3,947	\$4,092	\$144	\$3,947	\$4,092	\$144	\$3,947	\$12,275
34															
35															
36	TOTAL SALARIES & BENEFITS	\$1,484,105				\$15,457	\$545	\$14,912	\$15,457	\$545	\$14,912	\$15,457	\$545	\$14,912	\$46,372
37	TOTAL SALARIES & BENEFITS for H.S.A Program x3yrs	\$46,372													
38	HSA #2														

Program: Nutrition Compliance for ENP- Indicate HDM or Congregate
(Same as Line 9 on HSA #1)

Nutrition Counseling Salaries & Benefits Detail

TERM:
July 1, 2017 to June 30, 2020

11	12	7/1/17-6/30/18				7/1/18-6/30/19			7/1/19-6/30/20			7/1/17 to 6/30/20			
		Agency Totals		Program		Program REVENUE Cost Allocation			Program REVENUE Cost Allocation			Program REVENUE Cost Allocation		Revenue	
		Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Budgeted Salary	H.S.A.-DAAS	Non-HSA-DAAS	Budgeted Salary	H.S.A.-DAAS	Non-HSA-DAAS	Budgeted Salary	H.S.A.-DAAS	Non-HSA-DAAS	
13	Director of Nutrition	\$94,823	100%	50%	50%	\$47,411	\$17,495	\$29,916	\$47,411	\$17,495	\$29,916	\$47,411	\$17,495	\$29,916	\$142,234
14	Registered Dietician	\$62,488	100%	50%	50%	\$31,244	\$11,529	\$19,715	\$31,244	\$11,529	\$19,715	\$31,244	\$11,529	\$19,715	\$93,732
15	Registered Dietician	\$62,369	100%	50%	50%	\$31,185	\$11,507	\$19,677	\$31,185	\$11,507	\$19,677	\$31,185	\$11,507	\$19,677	\$93,554
16	Chief Program Officer	\$139,725	2%	50%	1%	\$1,048	\$387	\$661	\$1,048	\$387	\$661	\$1,048	\$387	\$661	\$3,144
17	Chief Government Officer	\$135,585	1%	50%	0%	\$508	\$188	\$320	\$508	\$188	\$320	\$508	\$188	\$320	\$1,525
18	Chief Executive Officer	\$212,175	1%	50%	0%	\$594		\$594	\$594		\$594	\$594		\$594	\$1,782
19	Facility Director	\$81,765	2%	50%	1%	\$613	\$226	\$387	\$613	\$226	\$387	\$613	\$226	\$387	\$1,840
20	Maintenance Worker	\$43,748	2%	50%	1%	\$328	\$121	\$207	\$328	\$121	\$207	\$328	\$121	\$207	\$984
21	HR Manager	\$77,625	1%	50%	0%	\$217	\$80	\$137	\$217	\$80	\$137	\$217	\$80	\$137	\$652
22	Communications Director	\$119,025	1%	50%	0%	\$333	\$123	\$211	\$333	\$123	\$211	\$333	\$123	\$211	\$1,000
23	Digital Marketing Manager	\$61,926	1%	50%	0%	\$173	\$64	\$109	\$173	\$64	\$109	\$173	\$64	\$109	\$520
24															
25															
26															
27															
28															
29															
30	TOTALS	\$1,091,254	307%	550%	154%	\$113,656	\$41,721	\$71,935	\$113,656	\$41,721	\$71,935	\$113,656	\$41,721	\$71,935	\$340,967
31															
32	FRINGE BENEFIT RATE	36%													
33	EMPLOYEE FRINGE BENEFITS	\$392,851				\$40,916	\$15,020	\$25,897	\$40,916	\$15,020	\$25,897	\$40,916	\$15,020	\$25,897	\$122,748
34															
35															
36	TOTAL SALARIES & BENEFITS	\$1,484,105				\$154,572	\$56,741	\$97,831	\$154,572	\$56,741	\$97,831	\$154,572	\$56,741	\$97,831	\$463,715
37	HSA #4														

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
1																					
2																					
3																					
4	Program: Nutrition Compliance for ENP- Indicate HDM or Congregate																				
5	(Same as Line 9 on HSA #1)																				
6																					
7	Nutrition Counseling Operating Expense Detail																				
8	TERM:																				
9	July 1, 2017 to June 30, 2020																				
10																					
11																					
12	Expenditure Category	Year 1	REVENUE Cost Allocation:			Year 2	REVENUE Cost Allocation:			Year 3	REVENUE Cost Allocation:			TOTAL REVENUE							
		7/1/17-6/30/18	H.S.A.-DAAS	Non-HSA-DAAS		7/1/18-6/30/19	H.S.A.-DAAS	Non-HSA-DAAS		7/1/19-6/30/20	H.S.A.-DAAS	Non-HSA-DAAS	7/1/17 to 6/30/20								
13	Rental of Property																				
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$2,537	\$519	\$2,018	\$2,537	\$519	\$2,018	\$2,537	\$519	\$2,018	\$2,537	\$519	\$2,018	\$7,611							
15	Office Supplies, Postage	\$1,907	\$390	\$1,517	\$1,907	\$390	\$1,517	\$1,907	\$390	\$1,517	\$1,907	\$390	\$1,517	\$5,721							
16	Building Maintenance Supplies and Repair	\$3,648	\$746	\$2,902	\$3,648	\$746	\$2,902	\$3,648	\$746	\$2,902	\$3,648	\$746	\$2,902	\$10,944							
17	Printing and Reproduction																				
18	Insurance	\$2,786	\$569	\$2,217	\$2,786	\$569	\$2,217	\$2,786	\$569	\$2,217	\$2,786	\$569	\$2,217	\$8,358							
19	Staff Training	\$643	\$131	\$512	\$643	\$131	\$512	\$643	\$131	\$512	\$643	\$131	\$512	\$1,929							
20	Staff Travel	\$1,451	\$297	\$1,154	\$1,451	\$297	\$1,154	\$1,451	\$297	\$1,154	\$1,451	\$297	\$1,154	\$4,353							
21	Small Equipment (under \$5,000/item)	\$1,409	\$288	\$1,121	\$1,409	\$288	\$1,121	\$1,409	\$288	\$1,121	\$1,409	\$288	\$1,121	\$4,227							
22	Rental of Equipment																				
23																					
24	SUBCONTRACTORS Descriptive Title																				
25	a																				
26	b																				
27	c																				
28	d																				
29	e																				
30	OTHER																				
31	Outside Services	\$5,140	\$1,051	\$4,089	\$5,140	\$1,051	\$4,089	\$5,140	\$1,051	\$4,089	\$5,140	\$1,051	\$4,089	\$15,420							
32	Grant, Volunteer and Client Costs	\$13,484	\$2,756	\$10,728	\$13,484	\$2,756	\$10,728	\$13,484	\$2,756	\$10,728	\$13,484	\$2,756	\$10,728	\$40,452							
33	Telephone	\$1,244	\$254	\$990	\$1,244	\$254	\$990	\$1,244	\$254	\$990	\$1,244	\$254	\$990	\$3,732							
34	Fees, Dues, Advertising	\$1,492	\$305	\$1,187	\$1,492	\$305	\$1,187	\$1,492	\$305	\$1,187	\$1,492	\$305	\$1,187	\$4,476							
35	Other Operating Costs	\$3,536	\$1,622	\$1,914	\$3,536	\$1,622	\$1,914	\$3,536	\$1,622	\$1,914	\$3,536	\$1,622	\$1,914	\$10,608							
36																					
37	TOTAL OPERATING EXPENSE	\$39,277	\$8,928	\$30,349	\$39,277	\$8,928	\$30,349	\$39,277	\$8,928	\$30,349	\$39,277	\$8,928	\$30,349	\$117,831							
38	TOTAL OPERATING EXPENSE x3yrs	\$117,831																			
39	HSA #5																				

Program: Nutrition Compliance for ENP- Indicate HDM or Congregate
(Same as Line 9 on HSA #1)

HACCP Kitchen Monitoring Salaries & Benefits Detail

TERM:
July 1, 2017 to June 30, 2020

11	12	Agency Totals		Program		7/1/17-6/30/18		7/1/18-6/30/19		7/1/19-6/30/20		7/1/17-6/30/20		Revenue	
		Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Budgeted Salary	H.S.A.-DAAS	Non-HSA-DAAS	Budgeted Salary	H.S.A.-DAAS	Non-HSA-DAAS	Budgeted Salary	H.S.A.-DAAS		Non-HSA-DAAS
13	Director of Nutrition	\$94,823	100%	20%	20%	\$18,965	\$252	\$18,712	\$18,965	\$252	\$18,712	\$18,965	\$252	\$18,712	\$56,894
14	Registered Dietician	\$62,488	100%	20%	20%	\$12,498	\$166	\$12,332	\$12,498	\$166	\$12,332	\$12,498	\$166	\$12,332	\$37,493
15	Registered Dietician	\$62,369	100%	20%	20%	\$12,474	\$166	\$12,308	\$12,474	\$166	\$12,308	\$12,474	\$166	\$12,308	\$37,421
16	Chief Program Officer	\$139,725	2%	20%	0%	\$419	\$6	\$413	\$419	\$6	\$413	\$419	\$6	\$413	\$1,258
17	Chief Government Officer	\$135,585	1%	20%	0%	\$203	\$3	\$200	\$203	\$3	\$200	\$203	\$3	\$200	\$610
18	Chief Executive Officer	\$212,175	1%	20%	0%	\$238		\$238	\$238		\$238	\$238		\$238	\$713
19	Facility Director	\$81,765	2%	20%	0%	\$245	\$3	\$242	\$245	\$3	\$242	\$245	\$3	\$242	\$736
20	Maintenance Worker	\$43,748	2%	20%	0%	\$131	\$2	\$129	\$131	\$2	\$129	\$131	\$2	\$129	\$394
21	HR Manager	\$77,625	1%	20%	0%	\$87	\$1	\$86	\$87	\$1	\$86	\$87	\$1	\$86	\$261
22	Communications Director	\$119,025	1%	20%	0%	\$133	\$2	\$131	\$133	\$2	\$131	\$133	\$2	\$131	\$400
23	Digital Marketing Manager	\$61,926	1%	20%	0%	\$69	\$1	\$68	\$69	\$1	\$68	\$69	\$1	\$68	\$208
24															
25															
26															
27															
28															
29															
30	TOTALS	\$1,091,254	3.07	220%	61%	\$45,462	\$602	\$44,860	\$45,462	\$602	\$44,860	\$45,462	\$602	\$44,860	\$136,387
31															
32	FRINGE BENEFIT RATE	36%													
33	EMPLOYEE FRINGE BENEFITS	\$392,851				\$16,366	\$217	\$16,150	\$16,366	\$217	\$16,150	\$16,366	\$217	\$16,150	\$49,099
34															
35															
36	TOTAL SALARIES & BENEFITS	\$1,484,105				\$61,829	\$819	\$61,010	\$61,829	\$819	\$61,010	\$61,829	\$819	\$61,010	\$185,486
37	TOTAL SALARIES & BENEFITS for H.S.A Program x3yrs	\$185,486													
38	HSA #6														

Program: Nutrition Compliance for ENP- Indicate HDM or Congregate
 (Same as Line 9 on HSA #1)

Site or Route Monitoring Salaries & Benefits Detail

TERM:
 July 1, 2017 to June 30, 2020

	Agency Totals		For HSA Program		7/1/17-6/30/18		7/1/18-6/30/19		7/1/19-6/30/20		7/1/17 to 6/30/20		Total Revenue		
	Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Budgeted Salary	H.S.A.-DAAS	Non-HSA-DAAS	Budgeted Salary	H.S.A.-DAAS	Non-HSA-DAAS	Budgeted Salary	H.S.A.-DAAS		Non-HSA-DAAS	
13	Director of Nutrition	\$94,823	100%	5%	5%	\$4,741	\$1,009	\$3,732	\$4,741	\$1,009	\$3,732	\$4,741	\$1,009	\$3,732	\$14,223
14	Registered Dietician	\$62,488	100%	5%	5%	\$3,124	\$666	\$2,459	\$3,124	\$666	\$2,459	\$3,124	\$666	\$2,459	\$9,373
15	Registered Dietician	\$62,369	100%	5%	5%	\$3,118	\$664	\$2,455	\$3,118	\$664	\$2,455	\$3,118	\$664	\$2,455	\$9,355
16	Chief Program Officer	\$139,725	2%	5%	0%	\$105	\$22	\$83	\$105	\$22	\$83	\$105	\$22	\$83	\$314
17	Chief Government Officer	\$135,585	1%	5%	0%	\$51	\$11	\$40	\$51	\$11	\$40	\$51	\$11	\$40	\$153
18	Chief Executive Officer	\$212,175	1%	5%	0%	\$59		\$59	\$59		\$59	\$59		\$59	\$178
19	Facility Director	\$81,765	2%	5%	0%	\$61	\$13	\$48	\$61	\$13	\$48	\$61	\$13	\$48	\$184
20	Maintenance Worker	\$43,748	2%	5%	0%	\$33	\$7	\$26	\$33	\$7	\$26	\$33	\$7	\$26	\$98
21	HR Manager	\$77,625	1%	5%	0%	\$22	\$5	\$17	\$22	\$5	\$17	\$22	\$5	\$17	\$65
22	Communications Director	\$119,025	1%	5%	0%	\$33	\$7	\$26	\$33	\$7	\$26	\$33	\$7	\$26	\$100
23	Digital Marketing Manager	\$61,926	1%	5%	0%	\$17	\$4	\$13	\$17	\$4	\$13	\$17	\$4	\$13	\$52
24															
25															
26															
27															
28															
29															
30	TOTALS	\$1,091,254	307%	55%	15%	\$11,366	\$2,408	\$8,958	\$11,366	\$2,408	\$8,958	\$11,366	\$2,408	\$8,958	\$34,097
31															
32	FRINGE BENEFIT RATE	36%													
33	EMPLOYEE FRINGE BENEFITS	\$392,851				\$4,092	\$867	\$3,225	\$4,092	\$867	\$3,225	\$4,092	\$867	\$3,225	\$12,275
34															
35															
36	TOTAL SALARIES & BENEFITS	\$1,484,105				\$15,457	\$3,274	\$12,183	\$15,457	\$3,274	\$12,183	\$15,457	\$3,274	\$12,183	\$46,372
37	TOTAL SALARIES & BENEFITS for HAS Program x3yrs	\$46,372													
38	HSA #8														

Program: Nutrition Compliance for ENP- Indicate HDM or Congregate
(Same as Line 9 on HSA #1)

Menu Planning Salaries & Benefits Detail

TERM:
July 1, 2017 to June 30, 2020

11	12	7/1/17-6/30/18				7/1/18-6/30/19			7/1/19-6/30/20			7/1/17 to 6/30/20			
		Agency Totals	For HSA Program			REVENUE Cost Allocation			REVENUE Cost Allocation			Total Revenue			
	POSITION TITLE	Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Budgeted Salary	H.S.A.-DAAS	Non-HSA-DAAS	Budgeted Salary	H.S.A.-DAAS	Non-HSA-DAAS	Budgeted Salary	H.S.A.-DAAS	Non-HSA-DAAS	Total Revenue
13	Director of Nutrition	\$94,823	100%	20%	20%	\$18,965	\$280	\$18,684	\$18,965	\$280	\$18,684	\$18,965	\$280	\$18,684	\$56,894
14	Registered Dietician	\$62,488	100%	20%	20%	\$12,498	\$185	\$12,313	\$12,498	\$185	\$12,313	\$12,498	\$185	\$12,313	\$37,493
15	Registered Dietician	\$62,369	100%	20%	20%	\$12,474	\$185	\$12,289	\$12,474	\$185	\$12,289	\$12,474	\$185	\$12,289	\$37,421
16	Chief Program Officer	\$139,725	2%	20%	0%	\$419	\$6	\$413	\$419	\$6	\$413	\$419	\$6	\$413	\$1,258
17	Chief Government Officer	\$135,585	1%	20%	0%	\$203	\$3	\$200	\$203	\$3	\$200	\$203	\$3	\$200	\$610
18	Chief Executive Officer	\$212,175	1%	20%	0%	\$238		\$238	\$238		\$238	\$238		\$238	\$713
19	Facility Director	\$81,765	2%	20%	0%	\$245	\$4	\$241	\$245	\$4	\$241	\$245	\$4	\$241	\$736
20	Maintenance Worker	\$43,748	2%	20%	0%	\$131	\$2	\$129	\$131	\$2	\$129	\$131	\$2	\$129	\$394
21	HR Manager	\$77,625	1%	20%	0%	\$87	\$1	\$86	\$87	\$1	\$86	\$87	\$1	\$86	\$261
22	Communications Director	\$119,025	1%	20%	0%	\$133	\$2	\$131	\$133	\$2	\$131	\$133	\$2	\$131	\$400
23	Digital Marketing Manager	\$61,926	1%	20%	0%	\$69	\$1	\$68	\$69	\$1	\$68	\$69	\$1	\$68	\$208
24															
25															
26															
27															
28															
29															
30	TOTALS	\$1,091,254	307%	220%	61%	\$45,462	\$669	\$44,793	\$45,462	\$669	\$44,793	\$45,462	\$669	\$44,793	\$136,387
31															
32	FRINGE BENEFIT RATE		36%												
33	EMPLOYEE FRINGE BENEFITS	\$392,851				\$16,366	\$241	\$16,126	\$16,366	\$241	\$16,126	\$16,366	\$241	\$16,126	\$49,099
34															
35															
36	TOTAL SALARIES & BENEFITS	\$1,484,105				\$61,829	\$910	\$60,919	\$61,829	\$910	\$60,919	\$61,829	\$910	\$60,919	\$185,486
37	TOTAL SALARIES & BENEFITS for H.S.A Program x3yrs	\$185,486													
38	HSA #10														

Program: Nutrition Compliance for ENP- Indicate HDM or Congregate
(Same as Line 9 on HSA #1)

Annual & Quarterly HDM Intake and Assessment Salaries & Benefits Detail

TERM:
July 1, 2017 to June 30, 2020

11	12	Agency Totals		For HSA Program		7/1/17-6/30/18			7/1/18-6/30/19			7/1/19-6/30/20			7/1/17 to 6/30/20
		Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	Budgeted Salary	H.S.A.-DAAS	Non-H.S.A.-DAAS	Budgeted Salary	H.S.A.-DAAS	Non-H.S.A.-DAAS	Budgeted Salary	H.S.A.-DAAS	Non-H.S.A.-DAAS	Total Revenue
		REVENUE Cost Allocation:	REVENUE Cost Allocation:	REVENUE Cost Allocation:	REVENUE Cost Allocation:	REVENUE Cost Allocation:									
13	Director of Social Workers	\$103,879	100%	100%	100%	\$103,879	\$40,546	\$63,333	\$103,879	\$40,546	\$63,333	\$103,879	\$40,546	\$63,333	\$311,638
14	Social Worker	\$48,645	100%	100%	100%	\$48,645	\$18,987	\$29,658	\$48,645	\$18,987	\$29,658	\$48,645	\$18,987	\$29,658	\$145,936
15	Social Worker	\$53,820	100%	100%	100%	\$53,820	\$21,007	\$32,813	\$53,820	\$21,007	\$32,813	\$53,820	\$21,007	\$32,813	\$161,460
16	Social Worker	\$48,645	100%	100%	100%	\$48,645	\$18,987	\$29,658	\$48,645	\$18,987	\$29,658	\$48,645	\$18,987	\$29,658	\$145,936
17	Social Worker	\$53,820	100%	100%	100%	\$53,820	\$21,007	\$32,813	\$53,820	\$21,007	\$32,813	\$53,820	\$21,007	\$32,813	\$161,460
18	Social Worker	\$54,377	100%	100%	100%	\$54,377	\$21,225	\$33,153	\$54,377	\$21,225	\$33,153	\$54,377	\$21,225	\$33,153	\$163,132
19	Social Worker	\$50,715	100%	100%	100%	\$50,715	\$19,795	\$30,920	\$50,715	\$19,795	\$30,920	\$50,715	\$19,795	\$30,920	\$152,145
20	Social Worker	\$51,750	100%	100%	100%	\$51,750	\$20,198	\$31,552	\$51,750	\$20,198	\$31,552	\$51,750	\$20,198	\$31,552	\$155,250
21	Social Worker	\$54,855	100%	100%	100%	\$54,855	\$21,411	\$33,444	\$54,855	\$21,411	\$33,444	\$54,855	\$21,411	\$33,444	\$164,566
22	Social Worker	\$67,275	100%	100%	100%	\$67,275	\$26,258	\$41,017	\$67,275	\$26,258	\$41,017	\$67,275	\$26,258	\$41,017	\$201,825
23	Social Worker	\$48,081	100%	100%	100%	\$48,081	\$18,767	\$29,315	\$48,081	\$18,767	\$29,315	\$48,081	\$18,767	\$29,315	\$144,244
24	Social Worker	\$29,867	100%	100%	100%	\$29,867	\$11,657	\$18,210	\$29,867	\$11,657	\$18,210	\$29,867	\$11,657	\$18,210	\$89,602
25	Social Worker	\$51,077	100%	100%	100%	\$51,077	\$19,937	\$31,141	\$51,077	\$19,937	\$31,141	\$51,077	\$19,937	\$31,141	\$153,232
26	Chief Program Officer	\$139,725	7%	100%	7%	\$9,082	\$3,544	\$5,538	\$9,082	\$3,544	\$5,538	\$9,082	\$3,544	\$5,538	\$27,246
27	Chief Government Officer	\$135,585	3%	100%	3%	\$4,407	\$1,720	\$2,687	\$4,407	\$1,720	\$2,687	\$4,407	\$1,720	\$2,687	\$13,220
28	Chief Executive Officer	\$212,175	2%	100%	2%	\$5,177		\$5,177	\$5,177		\$5,177	\$5,177		\$5,177	
29	Facility Director	\$81,765	7%	100%	7%	\$5,315	\$2,074	\$3,240	\$5,315	\$2,074	\$3,240	\$5,315	\$2,074	\$3,240	
30	Maintenance Worker	\$43,748	7%	100%	7%	\$2,844	\$1,110	\$1,734	\$2,844	\$1,110	\$1,734	\$2,844	\$1,110	\$1,734	
31	HR Manager	\$77,625	2%	100%	2%	\$1,894	\$739	\$1,155	\$1,894	\$739	\$1,155	\$1,894	\$739	\$1,155	
32	Communications Director	\$119,025	2%	100%	2%	\$2,904	\$1,134	\$1,770	\$2,904	\$1,134	\$1,770	\$2,904	\$1,134	\$1,770	
33	Digital Marketing Manager	\$61,926	2%	100%	2%	\$1,511	\$590	\$921	\$1,511	\$590	\$921	\$1,511	\$590	\$921	\$4,533
34															
35	TOTALS	\$1,588,382	1333%	2100%	1333%	\$749,942	\$290,693	\$459,249	\$749,942	\$290,693	\$459,249	\$749,942	\$290,693	\$459,249	\$2,249,825
36															
37	FRINGE BENEFIT RATE	36%													
38	EMPLOYEE FRINGE BENEFIT	\$571,818				\$269,979	\$104,649	\$165,330	\$269,979	\$104,649	\$165,330	\$269,979	\$104,649	\$165,330	\$809,937
39															
40															
41	TOTAL SALARIES & BENEFIT	\$2,160,200				\$1,019,921	\$395,342	\$624,578	\$1,019,921	\$395,342	\$624,578	\$1,019,921	\$395,342	\$624,578	\$3,059,763
42	TOTAL SALARIES & BENEFITS for H.S.A Program x3yrs	\$3,059,763													
43	HSA #12														

Program: Nutrition Compliance for ENP- Indicate HDM or Congregate
 (Same as Line 9 on HSA #1)

HDM Assessment Operating Expense Detail

TERM:
 July 1, 2017 to June 30, 2020

13 Expenditure Category	Year 1 7/1/17-6/30/18			Year 2 7/1/18-6/30/19			Year 3 7/1/19-6/30/20			TOTAL REVENUE 7/1/17 to 6/30/20
	REVENUE Cost Allocation:			REVENUE Cost Allocation:			REVENUE Cost Allocation:			
	H.S.A.-DAAS	Non-HSA-DAAS		H.S.A.-DAAS	Non-HSA-DAAS		H.S.A.-DAAS	Non-HSA-DAAS		
14 Rental of Property										
15 Utilities(Elec, Water, Gas, Phone, Scavenger)	\$10,994	\$4,251	\$6,743	\$10,994	\$4,251	\$6,743	\$10,994	\$4,251	\$6,743	\$32,982
16 Office Supplies, Postage	\$8,263	\$3,195	\$5,068	\$8,263	\$3,195	\$5,068	\$8,263	\$3,195	\$5,068	\$24,789
17 Building Maintenance Supplies and Repair	\$15,808	\$6,113	\$9,695	\$15,808	\$6,113	\$9,695	\$15,808	\$6,113	\$9,695	\$47,424
18 Printing and Reproduction										
19 Insurance	\$12,071	\$4,668	\$7,403	\$12,071	\$4,668	\$7,403	\$12,071	\$4,668	\$7,403	\$36,213
20 Staff Training	\$6,287	\$2,431	\$3,856	\$6,287	\$2,431	\$3,856	\$6,287	\$2,431	\$3,856	\$18,861
21 Staff Travel	\$2,784	\$1,077	\$1,707	\$2,784	\$1,077	\$1,707	\$2,784	\$1,077	\$1,707	\$8,352
22 Small Equipment (under \$5,000/item)	\$6,108	\$2,362	\$3,746	\$6,108	\$2,362	\$3,746	\$6,108	\$2,362	\$3,746	\$18,324
23 Rental of Equipment										
24										
25 SUBCONTRACTORS Descriptive Title										
26 a										
27 b										
28 c										
29 d										
30 e										
31 OTHER										
32 Outside Services	\$22,275	\$8,614	\$13,661	\$22,275	\$8,614	\$13,661	\$22,275	\$8,614	\$13,661	\$66,825
33 Grant, Volunteer and Client Costs	\$58,429	\$22,594	\$35,835	\$58,429	\$22,594	\$35,835	\$58,429	\$22,594	\$35,835	\$175,287
34 Telephone	\$5,389	\$2,084	\$3,305	\$5,389	\$2,084	\$3,305	\$5,389	\$2,084	\$3,305	\$16,167
35 Fees, Dues, Advertising	\$6,467	\$2,501	\$3,966	\$6,467	\$2,501	\$3,966	\$6,467	\$2,501	\$3,966	\$19,401
36 Other Operating Costs	\$15,241	\$4,993	\$10,248	\$15,241	\$4,993	\$10,248	\$15,241	\$4,993	\$10,248	\$45,723
37										
38 TOTAL OPERATING EXPENSE	\$170,116	\$64,883	\$105,233	\$170,116	\$64,883	\$105,233	\$170,116	\$64,883	\$105,233	\$510,348
39 TOTAL OPERATING EXPENSE x3yrs	\$510,348									
40										
41 HSA #13										

	A	B	C	D	E	F
1	BUDGET FORMS					Appendix B3, pg. 1 Document Date: 5/10/2017
2						
3	HUMAN SERVICES AGENCY - DEPARTMENT OF AGING AND ADULT SERVICES					
4	BUDGET PROPOSAL FORMS					
5	Grantee's Name: Meals on Wheels San Francisco				Grant Term	
6	(Check One) <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>					
7	Effective Date of Mod:		No. of Mod:		7/1/17 to 6/30/20	
8	Program: Enter 1 Prog ONLY (e.g. Cong-ENP, HDM-ENP, Cong-AWD, or HDM-AWD)	HDM-AWD			TOTAL	Average cost/meal
9	Annual #Meals Contracted	172,777	172,777	172,777	518,331	
10	Program Term	7/1/17 to 6/30/18	7/1/18 to 6/30/19	7/1/19 to 6/30/20	7/1/17 to 6/30/20	
11	DAAS Expenditures					
12	Salaries & Benefits	\$201,717	\$201,717	\$201,717	\$605,151	\$1.17
13	Operating Expense	\$570,597	\$570,597	\$570,597	\$1,711,791	\$3.30
14	Subtotal	\$772,314	\$772,314	\$772,314	\$2,316,942	\$4.47
15	Indirect Percentage (max 10%)					
16	Indirect Cost (Line 15 X Line 14, check Gen.Guidance regarding indirect exclusion)					
17	Capital Expenditure					
18	TOTAL DAAS EXPENDITURES	\$772,314	\$772,314	\$772,314	\$2,316,942	\$4.47
19						
20	Non-DAAS Expenditures					
21	Salaries & Benefits	\$97,389	\$97,389	\$97,389	\$292,166	\$0.56
22	Operating Expense	\$189,945	\$189,945	\$189,945	\$569,835	\$1.10
23	Indirect Expense	\$85,523	\$85,523	\$85,523	\$256,568	\$0.49
24	Capital Expenditure					
25	TOTAL Non-DAAS EXPENDITURES	\$372,856	\$372,856	\$372,856	\$1,118,569	\$2.16
26						
27	TOTAL DAAS & Non-DAAS EXPENDITURES	\$1,145,170	\$1,145,170	\$1,145,170	\$3,435,510	\$6.63
28						
29	HSA-DAAS Revenues					
30	Meals	\$772,314	\$772,314	\$772,314	\$2,316,941	
31	Nutrition Compliance (if your agency is requesting funds)					
32						
33						
34						
35	TOTAL HSA-DAAS REVENUES	\$772,314	\$772,314	\$772,314	\$2,316,941	
36	PER MEAL COST, HSA-DAAS	\$4.47	\$4.47	\$4.47	\$4.47	
37	Per MEAL & COMPLIANCE COST	\$4.47	\$4.47	\$4.47	\$4.47	
38	Non-DAAS Revenues					
39	Project Income					
40	Agency Cash - Fundraising	\$301,247	\$301,247	\$301,247	\$903,741	\$1.74
41	Agency In-Kind Volunteer	\$71,609	\$71,609	\$71,609	\$214,828	\$0.41
42	Nutrition Compliance Revenues					
43						
44	TOTAL NON HSA-DAAS REVENUES	\$372,856	\$372,856	\$372,856	\$1,118,569	
45	PER MEAL COST, NON HSA-DAAS	\$2.16	\$2.16	\$2.16	\$2.16	
46	TOTAL REVENUES	\$1,145,170	\$1,145,170	\$1,145,170	\$3,435,509	
47	PER MEAL COST, TOTAL	\$6.63	\$6.63	\$6.63	\$6.63	
48	Full Time Equivalent (FTE)					
50	Prepared by: Patrick Schmalz		Phone No.: 415-343-1270		Date: 5/10/17	
51	HSA-CO Review Signature: _____				Date: _____	
52	HSA #1		Form Rev. 12/22/16			

	A	B	C	D	E	F	G	H	I	J
1	Grantee's Name: Meals on Wheels San Francisco								Appendix B3, page 2	
2	Program Name:								Date: 5/10/17	
3	HDM-AWD									
4										
5	Salaries & Benefits Detail								TOTAL	
6										
7										
8	H.S.A-DAAS	Agency Totals		For DAAS Nutrition		7/1/17 to 6/30/18	7/1/18 to 6/30/19	7/1/19 to 6/30/20	7/1/17 to 6/30/20	
9	POSITION TITLE and NAME	Annual Full Time Salary for FTE	Total % FTE	% Nutr Prog (b)	Adjusted Nutr FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	
10	Drivers	See Driver Tab				\$81,542	\$81,542	\$81,542	\$244,627	
11	Programs Mgr, Mark Liddle	\$70,380	100%	7%	7%	\$5,160	\$5,160	\$5,160	\$15,481	
12	Ops Mgr, Gustavo Lopez	\$76,888	100%	7%	7%	\$5,637	\$5,637	\$5,637	\$16,912	
13	Wait List Mgr, Crystal Booth	\$61,118	100%	7%	7%	\$4,481	\$4,481	\$4,481	\$13,444	
14	Office Mgr, Harviann Brantley	\$56,030	100%	6%	6%	\$3,244	\$3,244	\$3,244	\$9,732	
15	Support Lead, Philip Duarte	\$43,231	100%	7%	7%	\$3,170	\$3,170	\$3,170	\$9,509	
16	Support Lead, Ivoga Suesue	\$56,594	100%	7%	7%	\$4,150	\$4,150	\$4,150	\$12,449	
17	Chief Prog Off, David Linnell	\$139,725	100%	7%	7%	\$9,214	\$9,214	\$9,214	\$27,642	
18	Chief Gov Off, Anne Quaintance	\$135,585	100%	5%	5%	\$7,355	\$7,355	\$7,355	\$22,065	
19	Fleet & Facilities Dir, John Shee	\$81,765	100%	4%	4%	\$3,534	\$3,534	\$3,534	\$10,601	
20	Maintenance, Derek Cook	\$43,748	100%	4%	4%	\$1,891	\$1,891	\$1,891	\$5,672	
21	Volunteer Mgr, Kathleen Stirling	\$62,100	100%	6%	6%	\$3,794	\$3,794	\$3,794	\$11,383	
22	Volunteer Mgr, TBD	\$62,100	100%	6%	6%	\$3,794	\$3,794	\$3,794	\$11,383	
23	Volunteer Director, Meredith Te	\$87,975	100%	6%	6%	\$5,375	\$5,375	\$5,375	\$16,126	
24	HR Manager, Ronald Ayotte	\$77,625	100%	3%	3%	\$2,562	\$2,562	\$2,562	\$7,687	
25	HR Associate, David C Smith	\$43,056	100%	3%	3%	\$1,421	\$1,421	\$1,421	\$4,264	
26	Communications Director, Karl	\$119,025	100%	1%	1%	\$1,313	\$1,313	\$1,313	\$3,938	
27	Digital Marketing Manager, Kate	\$61,926	100%	1%	1%	\$683	\$683	\$683	\$2,049	
28	CEO, Ashley McCumber	\$212,175	100%							
29	TOTALS	\$ 1,491,045	1800%	90%	90%	\$148,321	\$148,321	\$148,321	\$444,963	
30										
31	FRINGE BENEFIT RATE	36.0%								
32	EMPLOYEE FRINGE BENEFITS	\$ 536,776				\$53,396	\$53,396	\$53,396	\$160,188	
33										
34										
35	TOTAL DAAS SALARIES & BENEFITS	\$ 2,027,822				\$201,717	\$201,717	\$201,717	\$605,151	
36										
37										
38	Non - DAAS	Agency Totals		For DAAS Meal					TOTAL	
39	POSITION TITLE and NAME	Annual Full Time Salary for FTE	Total % FTE (a)	% Nutr Prog (b)	Adjusted Nutr FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	
40	Drivers	See Driver Tab				\$39,369	\$39,369	\$39,369	\$118,106	
41	Programs Mgr, Mark Liddle	\$ 70,380	100%	3%	3%	\$1,765	\$1,765	\$1,765	\$5,295	
42	Ops Mgr, Gustavo Lopez	\$ 76,888	100%	3%	3%	\$1,928	\$1,928	\$1,928	\$5,785	
43	Wait List Mgr, Crystal Booth	\$ 61,118	100%	3%	3%	\$1,533	\$1,533	\$1,533	\$4,598	
44	Office Mgr, Harviann Brantley	\$ 56,030	100%	2%	2%	\$1,110	\$1,110	\$1,110	\$3,329	
45	Support Lead, Philip Duarte	\$ 43,231	100%	3%	3%	\$1,084	\$1,084	\$1,084	\$3,253	
46	Support Lead, Ivoga Suesue	\$ 56,594	100%	3%	3%	\$1,419	\$1,419	\$1,419	\$4,258	
47	Chief Prog Off, David Linnell	\$ 139,725	100%	2%	2%	\$3,152	\$3,152	\$3,152	\$9,455	
48	Chief Gov Off, Anne Quaintance	\$ 135,585	100%	2%	2%	\$2,516	\$2,516	\$2,516	\$7,547	
49	Fleet & Facilities Dir, John Shee	\$ 81,765	100%	1%	1%	\$1,209	\$1,209	\$1,209	\$3,626	
50	Maintenance, Derek Cook	\$ 43,748	100%	1%	1%	\$647	\$647	\$647	\$1,940	
51	Volunteer Mgr, Kathleen Stirling	\$ 62,100	100%	2%	2%	\$1,298	\$1,298	\$1,298	\$3,894	
52	Volunteer Mgr, TBD	\$ 62,100	100%	2%	2%	\$1,298	\$1,298	\$1,298	\$3,894	
53	Volunteer Director, Meredith Te	\$ 87,975	100%	2%	2%	\$1,839	\$1,839	\$1,839	\$5,516	
54	HR Manager, Ronald Ayotte	\$ 77,625	100%	1%	1%	\$876	\$876	\$876	\$2,629	
55	HR Associate, David C Smith	\$ 43,056	100%	1%	1%	\$486	\$486	\$486	\$1,458	

	A	B	C	D	E	F	G	H	I	J
56	Communications Director, Karl	\$ 119,025	100%	0%	0%		\$449	\$449	\$449	\$1,347
57	Digital Marketing Manager, Kate	\$ 61,926	100%	0%	0%		\$234	\$234	\$234	\$701
58	CEO, Ashley McCumber	\$ 212,175	100%	4%	4%		\$9,399	\$9,399	\$9,399	\$28,198
59	TOTAL NON-DAAS	\$ 1,491,045	1800%	35%	35%		\$71,609	\$71,609	\$71,609	\$214,828
60										
61	FRINGE BENEFIT RATE	36.0%								
62	EMPLOYEE FRINGE BENEFITS	\$ 536,776					\$25,779	\$25,779	\$25,779	\$77,338
63										
64										
65	TOTAL Non-DAAS SALARIES & BENEFITS	\$ 2,027,822					\$97,389	\$97,389	\$97,389	\$292,166
66										
67	TOTAL DAAS & Non-DAAS SALARIES & BENEFITS	\$ 4,055,644					\$299,105	\$299,105	\$299,105	\$897,317
68	HSA #2									

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HDM-AWD												DAAS	Non DAAS		
LNAME	FNAME	HRS-YR	FTE	Dept	Salary	FRINGE	Comp	Total % FTE	% Nutr Prog (b)	Adjusted Nutr FTE	DAAS %	Budgeted Salary	%	Non DAAS	
Birch	Stephanie	2,080	1.00	Driver	\$32,197			100%	9.8%	9.8%	67.4%		32.6%		
Chen	Daniel	2,080	1.00	Driver	\$53,263			100%	9.8%	9.8%	6.6%	\$2,183	3.2%	\$1,032	
Dearaujo	Cleunir	2,080	1.00	Driver	\$32,298			100%	9.8%	9.8%	6.6%	\$2,339	3.2%	\$1,107	
Fleming	James	1,248	1.00	Driver	\$32,601			100%	9.8%	9.8%	6.6%	\$2,143	3.2%	\$1,035	
Gardner	Preston	2,080	1.00	Driver	\$35,083			100%	9.8%	9.8%	6.6%	\$2,169	3.2%	\$1,045	
Gomez	Francisco	2,080	1.00	Driver	\$37,007			100%	9.8%	9.8%	6.6%	\$2,223	3.2%	\$1,124	
Harrington	Gerald	2,080	1.00	Driver	\$35,731			100%	9.8%	9.8%	6.6%	\$2,456	3.2%	\$1,186	
Hernandez	Waskar	2,080	1.00	Driver	\$32,855			100%	9.8%	9.8%	6.6%	\$2,371	3.2%	\$1,145	
Huang	Xing	2,080	1.00	Driver	\$35,896			100%	9.8%	9.8%	6.6%	\$2,180	3.2%	\$1,053	
Ishida	Philip	2,080	1.00	Driver	\$34,211			100%	9.8%	9.8%	6.6%	\$2,362	3.2%	\$1,150	
Kelley	Sheila	2,080	1.00	Driver	\$33,853			100%	9.8%	9.8%	6.6%	\$2,270	3.2%	\$1,096	
Kwong	Raymond	2,080	1.00	Driver	\$37,489			100%	9.8%	9.8%	6.6%	\$2,247	3.2%	\$1,085	
Lee	Karmari	2,080	1.00	Driver	\$38,598			100%	9.8%	9.8%	6.6%	\$2,488	3.2%	\$1,201	
Letuane	Fou	2,080	1.00	Driver	\$31,286			100%	9.8%	9.8%	6.6%	\$2,561	3.2%	\$1,237	
Maher	Antoinette	2,080	1.00	Driver	\$46,351			100%	9.8%	9.8%	6.6%	\$2,075	3.2%	\$1,002	
Maldonado	Michael	2,080	1.00	Driver	\$38,250			100%	9.8%	9.8%	6.6%	\$3,076	3.2%	\$1,485	
Marcos Aragon	Noel	2,080	1.00	Driver	\$39,850			100%	9.8%	9.8%	6.6%	\$2,539	3.2%	\$1,235	
Mejia	Felipe Ernest	2,080	1.00	Driver	\$34,918			100%	9.8%	9.8%	6.6%	\$2,644	3.2%	\$1,277	
Pomele	Alafale	2,080	1.00	Driver	\$46,769			100%	9.8%	9.8%	6.6%	\$2,317	3.2%	\$1,119	
Price	Bianca	2,080	1.00	Driver	\$35,235			100%	9.8%	9.8%	6.6%	\$3,104	3.2%	\$1,498	
Sandoval	Adrian	2,080	1.00	Driver	\$36,952			100%	9.8%	9.8%	6.6%	\$2,338	3.2%	\$1,139	
Sarmiento	Gemma	2,080	1.00	Driver	\$43,082			100%	9.8%	9.8%	6.6%	\$2,452	3.2%	\$1,184	
Sefo	Viena	2,080	1.00	Driver	\$49,226			100%	9.8%	9.8%	6.6%	\$2,659	3.2%	\$1,260	
Torres	Martha	2,080	1.00	Driver	\$37,620			100%	9.8%	9.8%	6.6%	\$3,267	3.2%	\$1,577	
Torres	Rigoberto	2,080	1.00	Driver	\$43,731			100%	9.8%	9.8%	6.6%	\$2,497	3.2%	\$1,205	
Vega	Rene	1,664	1.00	Driver	\$37,041			100%	9.8%	9.8%	6.6%	\$2,982	3.2%	\$1,401	
Yee	Roland	2,080	1.00	Driver	\$46,340			100%	9.8%	9.8%	6.6%	\$2,468	3.2%	\$1,187	
Zitsman	Mark	2,080	1.00	Driver	\$37,439			100%	9.8%	9.8%	6.6%	\$3,075	3.2%	\$1,485	
Open: 11/1 Emp List, MOWSF Bdgt, CCSF Bdgt		2,080	1.00	Driver	\$38,399			100%	9.8%	9.8%	6.6%	\$2,484	3.2%	\$1,189	
Open: 11/1 Emp List, MOWSF Bdgt		2,080	1.00	Driver	\$38,399			100%	9.8%	9.8%	6.6%	\$2,549	3.2%	\$1,230	
Open: 11/1/16 Emp List		2,080	1.00	Driver	\$38,399			100%	9.8%	9.8%	6.6%	\$2,548	3.2%	\$1,230	
New in 17/18		2,080	1.00	Driver	\$38,399			100%	9.8%	9.8%	6.6%	\$2,548	3.2%	\$1,230	
Total Original Approved Budget			32.00		\$1,228,769							\$81,542		\$39,369	\$120,911

	A	B	C	D	E	F	G	H
1	Grantee's Name: Meals on Wheels							Appendix B3, page
2	Program Name:							Date: 5/10/17
3	HDM-AWD							
4	Operating Expense Detail							
7	H.S.A-DAAS	Annual #Meals Contracted:	172,777	172,777	172,777	TOTAL		
8	Expenditure Category	Term:	7/1/17 to 6/30/18	7/1/18 to 6/30/19	7/1/19 to 6/30/20	7/1/17 to 6/30/20		
9	Rental of Property							
10	Utilities(Elec, Water, Gas, Phone, Scavenger)		\$3,596	\$3,596	\$3,596	\$10,788		
11	Office Supplies, Postage		\$2,703	\$2,703	\$2,703	\$8,109		
12	Building Maintenance Supplies and Repair		\$5,171	\$5,171	\$5,171	\$15,513		
13	FOOD COSTS							
14	Raw Food	per meal \$	-					
15	Cong Food Svc Supplies	per meal \$	-					
16	HDM Food Svc Supplies	per meal \$	-					
17	Catered Meals	per meal \$	2.93	\$506,410	\$506,410	\$506,410	\$1,519,230	
18	CONSULTANT/SUBCONTRACTOR Descriptive Title							
19	Registered Dietitian							
20								
21	OTHER COSTS:							
22	Insurance		\$3,948	\$3,948	\$3,948	\$11,844		
23	Staff Training & Travel		\$2,967	\$2,967	\$2,967	\$8,901		
24	Rental of Equipment							
25	Small equipment & Supplies		\$1,998	\$1,998	\$1,998	\$5,994		
26	Delivery Cost		\$30,094	\$30,094	\$30,094	\$90,282		
27	Kitchen Costs		\$13,710	\$13,710	\$13,710	\$41,130		
28	Fees, dues, advertising							
29	Outside Services							
30	Grant, Volunteer and Client Costs							
31	Other Operating							
32	Fundraising							
33	TOTAL DAAS OPERATING EXPENSE		\$570,597	\$570,597	\$570,597	\$1,711,791		
35	Non-DAAS							TOTAL
36	Expenditure Category							
37	Rental of Property							
38	Utilities(Elec, Water, Gas, Phone, Scavenger)							
39	Office Supplies, Postage							
40	Building Maintenance Supplies and Repair							
41	FOOD COSTS							
42	Raw Food	per meal \$	-					
43	Cong Food Svc Supplies	per meal \$	-					
44	HDM Food Svc Supplies	per meal \$	-					
45	Catered Meals	per meal \$	2.93					
46	CONSULTANT/SUBCONTRACTOR Descriptive Title							
47	Registered Dietitian							
48								
49	OTHER COSTS:							
50	Insurance							
51	Staff Training & Travel							
52	Rental of Equipment							
53	Small equipment & Supplies							
54	Delivery Cost							
55	Kitchen Costs		\$1,948	\$1,948	\$1,948	\$5,844		
56	Fees, dues, advertising		\$2,115	\$2,115	\$2,115	\$6,345		
57	Outside Services		\$7,286	\$7,286	\$7,286	\$21,858		
58	Grant, Volunteer and Client Costs		\$19,111	\$19,111	\$19,111	\$57,333		
59	Other Operating		\$6,155	\$6,155	\$6,155	\$18,465		

	A	B	C	D	E	F	G	H
60	Fundraising				\$153,330	\$153,330	\$153,330	\$459,990
62	TOTAL Non-DAAS OPERATING EXPENSE				\$189,945	\$ 189,945.00	\$189,945	\$569,835
63								
64	TOTAL DAAS & Non-DAAS OPERATING EXPENSE				\$760,542	\$760,542	\$760,542	\$2,281,626
69	HSA #3				Form Rev. 12/22/16			

Appendix C – Method of Payment

- I. In accordance with Section 5 of the Grant 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 Compensation of the Agreement.
- II. Grantee will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhhsa.org>

Grantee may submit bills, invoices and related documentation in the format specified by SFHSA 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.sfgov.org/ach>
- 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 SFHSA 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.
 - 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. % of budget expended
 5. Remaining balance
 6. Adjustments, including advance payment recovery
 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. With written approval from SFHSA Program/Contract Manager, Grantee may adjust items within the existing budget of the grant in accordance with SFHSA Office of Contract Management Policy for Budget Line Item Revisions.
 - F. 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: Medi-Cal, DHHS and DHHS

CFDA or other Identification #: 93.778 (Medi-Cal), 93.045 (DHHS) and 93.053 (DHHS)

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

- VI. Following SFHSA verification of submitted Invoice with required documentation of incurred expenses via CARBON, SFHSA will authorize payment within 10 business days after receipt of the invoice.
- VII. 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 SFHSA, it will be submitted with the final report.
- VIII. 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:

1. 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.
 2. 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.
 3. Final invoice from the preceding fiscal year must be received prior to advance distribution.
- IX. 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.
- X. Timely and Complete Submission of Time Study- Failure to submit required time study 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
SF Dept of Homelessness and Supportive Housing	9/1/17-6.30.20	\$3,942,000

Appendix E-Permitted Subcontractors

NONE

Appendix G

Federal Requirements: Provisions for All Federal Funds Subawards and Matching Funds to Federal Funds

I. Definitions

These are Federal definitions that come from Federal Uniform Guidance, 2 CFR Part 200, and are in addition to and may vary from definitions provided in the City's Grant Agreement, Grant Amendment, and Professional Services Agreement documents.

- A. **City** means the City and County of San Francisco.
- B. **Subaward** means an award provided by a pass-through entity (e.g. the City) to a **Subrecipient** for the Subrecipient to carry out all or part of a Federal award. It does not include payments to an individual that is a beneficiary of a Federal program (2 CFR §200.92). Characteristics of Subawards, as opposed to Subcontracts, include but are not limited to that a Subrecipient
 - i. Has programmatic decision-making responsibility within the Scope of Services of the agreement
 - ii. May determine client eligibility for the federal program
 - iii. In accordance with its agreement, uses the Federal funds to carry out all or part of Federal a program, as opposed to providing goods or services to help the City administer the Federal program.
 - iv. See 2 CFR §200.330 for more guidance.
- C. **Third Party Subaward** means a Subaward at any tier entered into by a Subrecipient, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.
- D. **Contract and/or Subcontract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award (2 CFR §200.22). Characteristics of Subcontracts, as opposed to Subawards, include but are not limited that to a **Subcontractor**
 - i. Has little or no programmatic decision-making responsibility in how it carries out the purpose of the Contract
 - ii. Does not determine client eligibility for the federal program
 - iii. Provides goods or services that are ancillary to the operation of the Federal program and/or that help the City administer the Federal program.
 - iv. See 2 CFR §200.330 for more guidance.
- E. **Third Party Subcontract** means a Subcontract at any tier entered into by Contractor or Subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

II. Federal Changes

- A. Subrecipient shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the Federal awarding agency or in the Grant Program Guidelines, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this agreement.

III. Requirements for Pass-Through Entities (2 CFR §200.331)

- A. For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this agreement the Subrecipient shall include
- i. Federal award information as specified in 2 CFR §200.331(a)(1) to the best of its knowledge.
 - ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward.
 - iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or. If no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f);
 - iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part; and
 - v. Appropriate terms and conditions concerning closeout of the Subaward.
- B. For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this agreement, the Subrecipient agrees to
- i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (iii) of this section,
 - ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.207 Specific conditions.
 - iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.331(d) and (e) for specific requirements.

- iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements.
- v. Consider whether the results of the Third Party Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- vi. Consider taking enforcement action against noncompliant Third Party Subrecipients as described in 2 CFR §200.338 Remedies for noncompliance of this part and in program regulations.

IV. Procurement Compliance (2 CFR §200.318 through .326)

- A. Subrecipient agrees to comply with the procurement standards set forth in 2 CFR § 200.318 through § 200.326. This includes but is not limited to the following
- B. General procurement standards, including using its documented procurement procedures which reflect all applicable laws, regulations, and standards; maintaining oversight of contractors; maintaining written standards of conflict covering conflicts of interest and organizational conflicts of interest; avoiding acquisition of duplicative items; awarding contracts only to responsible contractors possessing the ability perform the terms and conditions of the proposed procurement successfully; and maintaining records sufficient to detail the history of procurements.
- C. Providing full and open competition as per 2 CFR § 200.319
- D. Complying with standards of the five methods of procurement described in 2 CFR § 200.320: micro-purchases, small purchases, sealed bids (formal advertising), competitive proposals, and non-competitive (sole source) proposals.

V. Cost Principles Compliance (2 CFR §200 Subpart E)

- A. Subrecipient agrees to comply with the Cost Principle specified in 2 CFR § 200 Subpart E for all costs that are allowable and included in this agreement with the City. This includes but is not limited to compliance with the following
- B. §200.430 Compensation – personal services, including §200.430(i) regarding Standards for Documentation for Personnel Expense. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the actual work performed. The requirements for these records include but are not limited to that they
 - i. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - ii. Be incorporated into the official records of the Subrecipient;
 - iii. Reasonably reflect the total activity for which the employee is compensated by the Subrecipient, not exceeding 100% of compensated activities;

- iv. Encompass both federally assisted and all other activities compensated by the Subrecipient on an integrated basis, but may include the use of subsidiary records as defined in the Subrecipient's written policy;
- v. Comply with the established accounting policies and practices of the Subrecipient;
- vi. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
- vii. Budget estimates alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes in certain conditions (see §200.430(i)(1)(viii)).
- viii. In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day.
- ix. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.
- x. A Subrecipient whose the records may not meet the standards described in this section shall use personnel activity reports (also known as time studies), prescribed certifications for employees working 100% on the same Federal program, or equivalent documentation as supporting documentation.

VI. Equal Employment Opportunity Compliance *(applicable to all construction agreements awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 2 CFR §200 Appendix II(c))*
Subrecipient agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

VII. Davis-Bacon Act Compliance *(applicable to construction agreements in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d))*
Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3418) as supplemented by Department of Labor regulations (29 CFR Part 5).

VIII. Copeland Anti-Kickback Act Compliance *(applicable to construction agreements in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d))*

Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

- IX. Contract Work Hours and Safety Standards** (*applicable to all agreements awarded by grantees and subgrantees in excess of \$100,000, which involve the employment of mechanics or laborers; 2 CFR §200 Appendix II(e)*)
- A. Compliance:** Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
 - B. Overtime:** No Subrecipient contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Subrecipient and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
 - D. Withholding for unpaid wages and liquidated damages:** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or Subcontractor under any such Contract or any other Federal Contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.
- X. Notice of Requirements Pertaining to Intangible Property, Copyrights, Inventions, and Freedom of Information Act Requests** (*2 CFR §200 Appendix II(f) and 2 CFR §200.315*)

- A. Title to intangible property (see 2 CFR §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the Subrecipient unless otherwise detailed elsewhere in this agreement. The Subrecipient must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR §200.313 Equipment paragraph (e).
- B. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- C. The Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- D. The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- E. The Subrecipient shall comply with Freedom of Information Act (FOIA) requests passed down from the Federal government to the City.

XI. Debarment and Suspension *(applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(h))*

- A. Subrecipient represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." Subrecipient agrees that neither Subrecipient nor any of its Third Party Subrecipients or Subcontractors shall enter into any third party Subawards or Subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. 2 CFR §180.220.
- B. Subrecipient and Third Party Subrecipients and Subcontractors can meet this requirement with lower level entities by requiring they sign a certification to its effect and by checking those entities' status at the System for Award Management (SAM) at www.sam.gov under Search Records on a regular, but at least annual, basis.

XII. Byrd Anti-Lobbying Certification *(applicable for Subawards or Subcontracts in excess of \$100,000; 2 CFR §200 Appendix II(i) and by inclusion, 45 CFR Part 93)*

- A. **Subrecipient hereby certifies**, to the best of his or her knowledge and belief, that

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award or contract, the making of any Federal grant or contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - iii. The person signing this agreement shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and require that all recipients of such awards in excess of \$100,000 shall certify and disclose accordingly.
- B.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is imposed by section 1352, title 31, U.S. Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XIII. Single Audit Requirements

Subrecipient shall comply in all respects with 2 CFR §200 Subpart F – Audit Requirements. The Federal expenditures spent under this agreement shall be counted toward the \$750,000 threshold of Federal award expenditures for a Single Audit.

XIV. Incorporation of Uniform Administrative Requirements and Exceptions from Federal Awarding Agencies

- A.** The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding agreement provisions. All provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency's mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail

to perform any act, or refuse to comply with any City requests that would cause City to be in violation of the Federal awarding agency's terms and conditions.

B. Further, all provisions of each Federal Awarding Agency's incorporation of the Uniform Guidance are also hereby incorporated as reference.

- i. US Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions)
- ii. US Department of Housing and Urban Development: (no exceptions or additions)
- iii. US Department of Education: (no exceptions).
- iv. US Department of Agriculture: 2 CFR Part 400

XV. Inclusion of Federal Requirements in Third Party Subawards and Subcontracts

Subrecipient agrees to include all of the above clauses in each Third Party Subaward and Subcontract (Subcontracts shall exclude Requirements for Pass-Through Entities) financed in whole or in part with Federal assistance provided by the Federal awarding agency, unless the third party agreements do not meet the dollar thresholds indicated.