

CITY AND COUNTY OF SAN FRANCISCO

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

MEALS ON WHEELS OF SAN FRANCISCO

Grant #1000022185

THIS GRANT AGREEMENT (“Agreement”) is made as of **August 1, 2021**, in the City and County of San Francisco, State of California, by and between **MEALS ON WHEELS OF SAN FRANCISCO, 1375 FAIRFAX STREET, SAN FRANCISCO, CA 94124** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the Human Services Agency (“Department”),

RECITALS

WHEREAS, Grantee has applied to the Department for a **Nutrition Services** grant (RFP #920) to fund the matters set forth in a grant plan; and summarized briefly as follows:

Provide Home-Delivered Meal (HDM) Nutrition Services for Older Adults; and

WHEREAS, the City’s Department of Disability and Aging Services Commission approved this Agreement on July 16, 2021; and

WHEREAS, the Grant is funded with Federal dollars, CFDA #97.036, CFDA #93.042, CFDA #93.044, CFDA #93.045, CFDA #93.053 and CFDA #93.778; 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 acknowledged, the parties 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 to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (d) “**Budget**” shall mean the budget attached hereto as part of Appendix B, if any, or the budget included in the Application Documents, to the extent expressly approved by the Agency.
- (e) “**Charter**” shall mean the Charter of City.
- (f) “**Contractor**” shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (g) “**Controller**” shall mean the Controller of City.
- (h) “**Eligible Expenses**” shall have the meaning set forth in Appendix A.
- (i) “**Event of Default**” shall have the meaning set forth in Section 11.1.
- (j) “**Fiscal Quarter**” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (k) “**Fiscal Year**” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (l) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).
- (m) “**Grant**” shall mean this Agreement.
- (n) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (o) “**Grant Plan**” shall have the meaning set forth in Appendices A and B, or shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter described in the Application documents; provided, however, that in the event of any

inconsistency in such description, the most recent of the conflicting documents shall govern.

- (p) **“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.
- (q) **“Indemnified Parties”** shall mean: (i) City, including the Department 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.
- (r) **“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.
- (s) **“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.

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 Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. 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. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

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

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

2.5 Maximum Costs. 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 provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds 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.

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 Department has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on **July 1, 2021** and expire on **June 30, 2022**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4

IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, 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 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.

4.4 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 Grant.

4.5 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 Department. Except as set forth in this subsection, Grantee shall not use the name of the Department 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 **Seven Million, Seven Hundred Ninety Two Thousand, Five Hundred Thirty Six Dollars (\$7,792,536)** for the period from July 1,

2021 to June 30, 2022, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to Seven Hundred Seventy Nine Thousand, Two Hundred Fifty Four Dollars (\$779,254) for the period from July 1, 2021 to June 30, 2022 (Y1), may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Eight Million, Five Hundred Seventy One Thousand, Seven Hundred Ninety Dollars (\$8,571,790)** for the period from **July 1, 2021 to June 30, 2022 (Y1)**.

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 and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget 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 Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds no more than once during each month.

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 all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under 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) **Grant Terms.** If the funding for this agreement is provided in full or in part by a Federal or State grant to the City then 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. Any such incorporated terms and requirements may be added in the attached appendices. 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.
- (c) **Single Audit Requirements.** Grantees that expend \$750,000 or more in a fiscal year that began after December 26, 2014 from any and all Federal awards shall have a single audit conducted in each of those fiscal years accordance with 2 CFR Part 200 Subpart F. Grantees that expend less than \$750,000 a year in Federal awards are exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office, and are still subject to other audit requirements as specified in 2 CFR Subpart F §200.501

ARTICLE 6

REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

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

6.2 Organizational Documents. If requested by City, 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. Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, 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.

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, 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. Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by 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 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.

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 Withholding. Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

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 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, 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 CONTRACT 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 Reserved. (Worker's Compensation)

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 Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 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.

11.2 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 of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, 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, if granted by the City in its sole discretion, 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.

11.3 Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

- (a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and
- (c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

In no event shall City be liable for costs incurred by Grantee or any of its subcontractors after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

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 Chapter 12M of the San Francisco Administrative Code 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 contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in 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 contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by 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 agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant (“Project”) and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

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 subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all 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 subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.
- (b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

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

Office of Contract Management
P. O. Box 7988
San Francisco, CA 94120-7988

If to Grantee: Meals on Wheels
1375 Fairfax Street
San Francisco, CA 94124
Attn: Ashley McCumber
Email: amccumber@mowsf.org

Any notice of default must be sent by registered mail.

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt

15.3 Change of Address. 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 Contract.** As a condition to this Agreement, Grantee shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts 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- of the Confidentiality, Fraud, Civil Rights, and State Hearings Manual published by the California Department of Social Services (available online at <http://www.cdss.ca.gov/getinfo/pdf/3cfcman.pdf>) requires 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 Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sf.gov/org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

16.9 Limitations on Contributions. By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 % in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

16.10 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco 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 contract 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 Reserved. (Working with Minors)

16.14 Duty to Collect and Record Client Sexual Orientation and Gender Identity (SOGI) Data. Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients’ sexual orientation and gender identity, and reporting such data to the Department bi-annually by January 10 and July 10. In seeking to collect information about clients’ sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health’s Policies and Procedures entitled “Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data,” reissued on September 2, 2014, and “Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data,” reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients’ sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such

collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

16.15 Public Access to Meetings and Records. If 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, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, 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. 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. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. 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.

16.16 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 <http://sfgov.org/olse/fco>. 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, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T 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.

16.17 Food Service Waste Reduction Requirements. 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.

16.18 Reserved. Slavery Era Disclosure.

16.19 Distribution of Beverages and Water.

- (a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall 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.
- (b) **Packaged Water Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

16.20 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/Documents1X.doc>

16.21 Additional Requirements for Federally-Funded Awards.

- (a) 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.
- (b) 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
 - (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub-awards under the award.

16.22 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.

ARTICLE 17

MISCELLANEOUS

17.1 No Waiver. No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if

such default persists or is repeated. No express waiver by the Department 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 Department 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 Department 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 Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A	Services to be Provided
Appendix B	Budget
Appendix C	Method of Payment
Appendix D	Interests in Other City Grants
Appendix E	Permitted Subgrantees
Appendix F	Site Chart
Appendix G	HIPPA Business Associate Addendum
Appendix H	Federal Award Information
Appendix I	Federal Requirements for Subrecipients
Appendix J	FEMA Emergency & Exigency Contracts Requirements

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 4.3	Ownership of Results.	Article 9	Indemnification and General Liability
Section 6.4	Financial Statements.	Section 10.4	Required Post-Expiration Coverage.
Section 6.5	Books and Records.	Article 12	Disclosure of Information and Documents
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.
Article 7	Taxes	This Article 17	Miscellaneous
Article 8	Representations and Warranties		

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement

CITY

GRANTEE

HUMAN SERVICES AGENCY

MEALS ON WHEELS OF SAN FRANCISCO

DocuSigned by:
Trent Rhorer
By: _____ 9/2/2021
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DocuSigned by:
Ashley McCumber
By: _____ 8/30/2021
829D1A32AE06408...

Trent Rhorer
Executive Director
Human Services Agency
Date

Print Name: Ashley McCumber
Title: Executive Director
Street Address: 1375 Fairfax Street
City, State ZIP: San Francisco, CA 94124
Date

Approved as to Form:

Dennis J. Herrera
City Attorney

Phone: (415) 269-1242
Email: amccumber@mowsf.org
Federal Tax ID #: 94-1741155
City Supplier Number: 0000015426
DUNS Number: 071866057

DocuSigned by:
David Ries
By: _____ 9/2/2021
EFF1B6C5BE4244A...

David K. Ries
Deputy City Attorney
Date

Appendix A– Services to be Provided
Meals on Wheels of San Francisco
Home-Delivered Nutrition Services for Older Adults

July 1, 2021 - June 30, 2022

I. Purpose

The purpose of this grant is to provide home-delivered nutrition services for older adults living in the City and County of San Francisco. Home-delivered nutrition services include the provision of nutritious meals, nutrition education, and nutrition risk screening. Home-delivered nutrition services support individuals to live independently in their own homes and communities, help ensure health and well-being through improved nutrition and reduced isolation, and serve as an access point for other home and community-based services.

II. Definitions

Grantee	Meals on Wheels of San Francisco
Adult with a Disability	A person 18-59 years of age living with a disability.
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	Contracts Administration, Reporting, and Billing On-line System.
CCR-Title 22	California Code of Regulations, Title 22, Social Security, Division 1.8. California Department of Aging
CDA	California Department of Aging.
City	City and County of San Francisco, a municipal corporation
CRFC	California Retail Food Code, which is a uniform statewide health and sanitation standard for food facilities. (Sec. 113700 et seq., California Health and Safety Code)
DAS	Department of Disability and Aging Services.
DETERMINE Your Nutritional Health Checklist / DETERMINE Checklist	A screening tool published by the Nutrition Screening Initiative used to identify individuals at nutritional risk. All grantees must use the DETERMINE Checklist to evaluate the nutrition risk status of congregate and home-delivered meal nutrition services participants. http://www.dhs.gov/vi/home/documents/DetermineNutritionChecklist.pdf
DGA/ Dietary Guidelines for Americans	Evidence-based food and beverage recommendations for Americans ages two (2) and older that aim to promote health, prevent chronic disease, and help people reach and maintain a healthy weight. Published jointly every 5 years by the U.S. Department of Health and Human Services (HHS) and the U.S. Department of Agriculture (USDA).
DRI/ Dietary Reference Intakes	Nutrient reference values published by the Institute of Medicine (IOM) that represent the most current scientific knowledge on nutrient needs of healthy populations.

Disability	Mental, cognitive and/or physical impairments, including hearing and visual impairments, that result 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, and self-direction, capacity for independent living, economic self-sufficiency, cognitive functioning, and emotional adjustment. (CCR Title 22 Sec. 7630)
ENP	Elderly Nutrition Program - Title III C1 and C2. A program that provides nutrition services, as authorized by the Older Americans Act of 1965, as amended, and is provided in accordance with the provision of CCR Title 22, Chapter 4, Article 5, Sec. 7630.
Frail	An individual determined to be functionally impaired in one or both of the following areas: (a) unable to perform two or more activities of daily living (such as bathing, toileting, dressing, eating, and transferring) without substantial human assistance, including verbal reminding, physical cueing or supervision; (b) due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individuals or others. (CCR Title 22 Sec. 7119)
HACCP	Hazard Analysis of Critical Control Point. A systematic approach to the identification, evaluation, and control of food safety hazards. (CCR Title 22 Sec. 7630)
Home-Delivered Nutrition Services/HDM Nutrition Services	The procurement, preparation, transporting and delivery of meals that meet nutrition requirements to eligible consumers who are homebound by reason of illness, disability, or are otherwise isolated, and have no safe, healthy alternative for meals. Home-delivered nutrition services also include initial assessments, annual assessments, and reassessments of consumer edibility, nutrition education, health promotion, and nutrition risk screening.
HDM Nutrition Services Assessment (Initial and Annual)	An assessment conducted by a qualified staff member in the home of an individual within two weeks of beginning meal service and annually thereafter that documents the need for service and the type of meal appropriate for the participant in their living environment. The assessment covers physiological, socioeconomic, and psychological factors including acute or chronic disease, syndromes or conditions, family/support system and functional ability including activities of daily living (ADL) and instrumental activities of daily living (IADL) which contribute to an individual's need for meals and other related services. (CCR Title 22 Sec. 7638.3)
LGBTQ+	An acronym/term used to refer to persons who self-identify as non-heterosexual and/or whose gender identity does not correspond to their birth sex. This includes, but is not limited to, lesbian, gay, bisexual, transgender, genderqueer, and gender non-binary.
Low-Income	Having income at or below 100% of the federal poverty line as defined by the federal Bureau of the Census and published annually by the U.S. Department of Health and Human Services. Eligibility for program enrollment and participation is not means tested. Consumers self-report income status.

Menu Planning and Nutrient Analysis	The development of a menu cycle that adheres to DAS OCP and CDA menu standards and the nutrition requirements of meals. A Registered Dietitian conducts the menu analysis, and the analysis will demonstrate adherence to the menu standards and nutrition requirements of the meals. (CDA Program Memo 12-17 as amended)
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. (CCR Title 22 Sec. 7130)
Modified Diet	A menu approved by a registered dietitian (RD) that meets the current DGA and adjusts the typical home-delivered meal components to control the intake of certain foods, food textures, and/or nutrients to meet the dietary needs of individuals. Examples include, but are not limited to, low sodium diet, diabetic diet, and mechanical soft diets.
NCQA	Nutrition Compliance and Quality Assurance are components of congregate and home-delivered nutrition services that are programmatically required and include, but are not limited to, actions that ensure food safety, certify menu compliance, provide nutrition education, confirm consumer eligibility, and assess consumers' physiological, socioeconomic, and psychological well-being as well as need for nutrition and other supportive services. NCQA also includes nutrition counseling performed by a registered dietitian, when feasible and appropriate.
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. (CCR Title 22 Sec. 7630)
Nutrition Education	Informing recipients of congregate and home-delivered meals about current nutrition facts and information, which will promote improved food selection, eating habits, nutrition, health promotion, and disease prevention practices. (CCR Title 22 Sec. 7630 & 7638.11)
Nutrition Requirements of Meals	Each meal provided through congregate and home-delivered nutrition services shall adhere to the current Dietary Guidelines for Americans (DGA) and provide a minimum of one-third of the Dietary Reference Intakes (DRI). (CCR Title 22 Sec. 7638.5)
Nutrition Screening	Completion of a nutrition screening checklist by eligible individuals 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. (CCR Title 22 Sec. 7630)

Nutrition Services	The procurement, preparation, transport, and service of meals, nutrition education, nutrition screening, and nutrition counseling, to eligible individuals at congregate sites or in their homes. (CCR Title 22 Sec. 7630)
OCP	Office of Community Partnerships.
OCM	Office of Contract Management, San Francisco Human Services Agency.
Older Adult	A person who is 60 years of age or older, used interchangeably with the term “senior”.
Reassessment	A reassessment conducted quarterly by qualified staff that documents the need for service. Such reassessment shall be done in the home of the participant at least every six months. (CCR Title 22 Sec. 7638.3) Initial and annual assessments count towards the quarterly reassessment requirement.
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.
Senior	A person who is 60 years of age or older, used interchangeably with the term “older adult”.
SF-HSA	Human Services Agency of the City and County of San Francisco.
SOGI	Sexual Orientation and Gender Identity; <i>Ordinance No. 159-16</i> 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>).
Unduplicated Consumer (UDC)	An individual who receives home-delivered nutrition services and the grantee reflects their participation in CA-GetCare through program enrollment.

III. Target Population

The target population is older adults living in the City and County of San Francisco who are frail and homebound due to illness or disability, or are otherwise isolated, lack a support network, and have no safe, healthy alternative for meals, and with particular attention to the following individuals:

1. Low income
2. Limited or no English speaking proficiency
3. Minority populations
4. Frail
5. LGBTQ+

IV. Eligibility for Services

To participate in home-delivered nutrition services, an individual must meet one of the following criteria:

1. An older adult living in the City and County of San Francisco who is homebound due to illness or disability, or is otherwise isolated.

2. A spouse or domestic partner of an older adult enrolled in the program if an assessment by the grantee's social worker or assessment staff concludes that it is in the best interest of the enrolled older adult.
3. An individual with a disability who resides at home with an enrolled older adult, if an assessment by the grantee's social worker or assessment staff concludes that it is in the best interest of the enrolled older adult.

Grantee shall give priority to an eligible older adult.

V. Location and Time of Services

The grantee will provide home-delivered nutrition services in the City and County of San Francisco. The grantee, with approval from DAS OCP, will determine the service and delivery times for the provision of home-delivered nutrition services.

VI. Description of Services and Program Requirements

1. Grantee will develop and maintain nutrition policies and procedures that are in compliance with and meet the nutrition and food service standards set forth by California Retail Food Code (CRFC), CCR Title 22, CDA, and DAS OCP. Policies and procedures shall also include consumer assessment and reassessment guidelines.
2. Grantee will provide home-delivered nutrition services for older adults and individuals who are determined eligible by the grantee. The provision of services will include the following:
 - i. Enrollment of consumers in home-delivered nutrition services and the delivery of meals to those consumers as indicated in Table A below and in the various neighborhoods and/or districts as indicated in the DAS OCP approved site chart.
 - ii. Provision of home-delivered meals that meet nutritional standards by adhering to the current DGA and offering a minimum of one-third of the DRIs if the grantee provides one meal per day. If the grantee provides two meals per day, the meals must contain at least two-thirds of the DRIs. If the grantee provides three meals per day, the meals must contain 100% of the DRIs. The grantee may not count fractions of meals or snacks cumulatively. Each meal must individually meet one-third of the DRIs. Meals offered may be hot, chilled, or frozen, and be regular or modified meals as approved by DAS OCP.
 - iii. Annual nutrition screenings for each consumer and documentation of individual responses in CA-GetCare within one month of obtaining them. Required screenings include a nutritional risk screening using the DETERMINE Checklist and a food security screening. The grantee will refer clients screened at high nutritional risk to the DAS funded citywide nutrition counseling and education program.
3. Grantee will conduct Nutrition Compliance-Quality Assurance (NCQA) as follows:
 - i. Submit for review and approval by DAS OCP, at least one month in advance of use, a minimum of a five-week cycle menu with the required corresponding menu analysis. The registered dietitian (RD) on staff or consultant RD must participate in menu planning and complete the corresponding nutrient analysis. The grantee may seek approval to submit a cycle menu with fewer weeks. DAS OCP will review requests for exceptions and approve if appropriate.
 - ii. Document menu substitutions. The RD on staff or consultant RD must review and approve menu substitutions in advance of their use.

- iii. Provide nutrition education to consumers enrolled and participating in services at least quarterly. The total units of nutrition education will be, at minimum, as shown on the DAS OCP approved site chart. The grantee will report in CA-GetCare the number of nutrition education units provided in the applicable month. One unit of nutrition education is one set of nutrition education material given to each consumer.
- iv. Conduct end-of-route home-delivered meal temperature checks every other week per route to ensure the meals maintain temperatures that meet food safety standards during the timeframe of the route. The grantee will document, and keep on file the temperatures for quarterly review by the registered dietitian.
- v. Monitor the food safety and sanitation of the HDM routes including but not limited to the packing, transporting, and delivery of meals. A qualified staff member, trained by a food safety manager or RD, may monitor routes, and document and submit the results to the agency within two weeks of the monitoring. The grantee will monitor each HDM route, at minimum, two (2) times per year.
- vi. Conduct and document an on-site HACCP safety and sanitation monitoring of the production kitchen at least once per quarter and a minimum of four times during the fiscal year. The RD on staff or consultant RD must conduct and document the results of the HACCP safety and sanitation monitoring. HACCP monitoring must also include, but is not limited to the review of HDM route temperature checks and monitoring reports.
- vii. Provide orientation and training to all new staff, paid and volunteers, to perform their assigned responsibilities and tasks as described in the CCR Title 22 Regulations Sec. 7636.5. Training, at a minimum, shall include:
 - (1) Food safety, prevention of foodborne illness, and HACCP principles.
 - (2) Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
- viii. Provide a minimum of four (4) hours annually of in-service trainings for nutrition program staff (e.g. food service and delivery workers) as described in the CCR-Title 22 Regulations Sec. 7636.5 and DAS OCP policy memoranda. The grantee will also document, schedule, and conduct in-service trainings in a timely manner when there are monitoring findings. A registered dietitian (RD) must review and approve an annual in-service training plan and the training curriculum for nutrition program staff.
- ix. Conduct initial in-home assessments by qualified staff to evaluate a consumer's eligibility for program enrollment within two weeks of starting meal service. During the assessment, the grantee will provide participants with a welcome packet and program information as described in DAS OCP policy memoranda. The welcome packet will include at minimum, the following information: a meal delivery schedule, sample menu, written instructions for handling and reheating meals, voluntary contribution policy and collection procedures, directions on how to request a change in meal delivery, grievance policy, and information on how to request assistance, if needed. The welcome packet at minimum must be available in the language of the majority of the program participants.
- x. Conduct in-home assessments annually to evaluate a consumer's eligibility for continued program enrollment. Qualified staff must complete the annual assessment, document the need for service, and evaluate function and ability as described in DAS OCP policy memoranda.
- xi. Conduct quarterly reassessments to determine a consumer's eligibility for continued program enrollment. The grantee shall conduct quarterly reassessments as described in DAS OCP

policy memoranda. The grantee must conduct at least one quarterly assessment in the home of the consumer. A trained HDM program driver or volunteer may complete a quarterly reassessment in person or by phone.

4. Grantee will ensure the suggested voluntary contribution per meal complies with DAS OCP policy memoranda including an approval by the grantee’s board of directors.
5. Grantee will administer an annual consumer satisfaction survey using a survey tool approved by DAS OCP. The grantee will share the survey results with DAS OCP by March 15 each grant year or on a mutually agreed upon date between OCP and the grantee. At minimum, the completed number of surveys shall be a sample size of at least forty percent (40%) of the enrolled unduplicated consumer.
6. Grantee will have a qualified manager on staff who conducts the day-to-day management and administrative functions of the nutrition program. The grantee will ensure the manager on staff possesses a food safety manager certification and has the required qualifications as described in CCR Title 22 Sec. 7636.3 and DAS OCP policy memoranda.
7. Grantee will ensure there is a sufficient number of qualified staff, paid and/or volunteer, with the appropriate education, experience, and cultural competency to carry out the requirements of the program and deliver quality services to meet the needs of the consumers.
8. Grantee will attend in-service trainings and nutrition meetings coordinated and provided by DAS OCP, and share the information with their staff and volunteers as needed.
9. Grantee shall follow guidance or instructions from the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), and local health departments related to the provision of services in the community. If there are contradictory requirements between the most current CDC, CDPH, and local health department guidance or health orders, providers should follow the strictest requirements. The grantee shall follow the requirements with the intent to maximize the health and safety of their staff and clients receiving services

VII. Service Objectives

1. Grantee will enroll at minimum the number of unduplicated consumers and provide the units of service detailed in Table A below:

Table A	FY 21/22			
Number of Unduplicated Consumers (UDC)	3,600			
Number of Meals	1,620,000			

VIII. Outcome Objectives

1. Consumers report increased consumption of fruits, vegetables, and/or whole grains. Target: 75%.
2. Consumers feel less worried about getting enough food to meet their needs. Target: 85%.
3. Consumers rate the quality of meals they received as excellent or good. Target: 85%.

Based on a consumer survey and a sample size of at least forty percent (40%) of the enrolled unduplicated consumer.

IX. Reporting and Other Requirements

1. Grantee will enroll eligible consumers into the program funded through this grant agreement by entering the consumer data obtained from consumers using the DAS OCP approved HDM intake

- form, which includes the annual nutrition risk screening and the food security screening, into the CA-GetCare database in accordance to DAS OCP policy memorandum.
2. Grantee will enter into the CA-GetCare Service Unit section all service objectives by the 5th working day of the month for the preceding month.
 3. Grantee will enter monthly reports and metrics into the CARBON database system by the 15th of the following month that includes the following information:
 - Number of unduplicated consumers served
 - Number of meals prepared and delivered
 - Number nutrition compliance units provided
 4. Grantee will submit HACCP monitoring reports of the production kitchen and congregate sites to DAS OCP once per quarter. Quarterly reports due Oct. 15; Jan. 15; April 15; and June 15.
 5. Grantee will enter the annual outcome objective metrics identified in Section VIII of the Appendix A in the CARBON database by the 15th of the month following the end of the program year.
 6. 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 each grant year. Grantee must submit the report in the CARBON system.
 7. Grantee shall develop and deliver bi-annual summary reports of SOGI data collected in the year as requested by SF-HSA, DAS, and OCP. The due dates for submitting the bi-annual summary reports are July 10 and January 10.
 8. Grantee shall develop and deliver ad hoc reports as requested by SF-HSA, DAS, and OCP.
 9. Grantee program staff will complete the California Department of Aging (CDA) Security Awareness Training on an annual basis. The grantee will maintain evidence of staff completion of this training.
 10. Grantee shall be compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules to the extent applicable.
 11. Grantee will develop a grievance policy consistent with DAS OCP policy memorandum.
 12. Grantee will assure that services delivered are consistent with professional standards for this service.
 13. Pursuant to California Department of Aging Requirement, Grantor reserves the right to reduce funding available for this contract in the event that actual costs are below funding levels initially budgeted for the delivery of services.

14. Through the Older Americans Act Area Plan development process, the City of San Francisco identifies “Focal Points” which are designed to help older adults connect to services throughout the City. These Focal Points are:

Designated Community Focal Points		
Name	Address	Phone
Western Addition Senior Center	1390 1/2 Turk St, San Francisco, 94115	415-921-7805
Bayview Senior Connections	5600 3rd St, San Francisco, 94124	415-647-5353
OMI Senior Center (CCCYO)	65 Beverly St, San Francisco, 94132	415-335-5558
Richmond Senior Center (GGSS)	6221 Geary Blvd, San Francisco, 94121	415-404-2938
30th Street Senior Center (On Lok)	225 30th St, San Francisco, 94131	415-550-2221
Openhouse	1800 Market St, San Francisco, 94102	415-347-8509
SF Senior Center (SFSC)	481 O’Farrell St, San Francisco, 94102	415-202-2983
Aquatic Park Senior Center (SFSC)	890 Beach St, San Francisco, 94109	415-202-2983
South Sunset Senior Center (SHE)	2601 40th Ave , San Francisco, 94116	415-566-2845
Self-Help for the Elderly	601 Jackson St, San Francisco, 94133	415-677-7585
Geen Mun Activity Center (SHE)	777 Stockton St, San Francisco, 94108	415-438-9804
Toolworks	25 Kearny St, San Francisco, 94108	415-733-0990
DAS Benefits and Resources Hub	2 Gough St, San Francisco, 94103	415-355-6700

15. For assistance with reporting and contract requirements, please contact:

Sarah Chan
 Nutritionist
 DAS OCP
 email: Sarah.Chan@sfgov.org

and

Ella Lee
 Contract Manager
 HSA OCM
 email: Ella.Lee@sfgov.org

X. Monitoring Activities

1. Nutrition Program Monitoring: Program monitoring will include review of compliance to specific program standards or requirements; client eligibility and targeted mandates, back up documentation for the units of service and all reporting, and progress of service and outcome objectives; how participant records are collected and maintained; reporting performance including monthly service unit reports on CA-GetCare, maintenance of service unit logs; agency and organization standards, which include current organizational chart, evidence of provision of training to staff regarding the Elder Abuse Reporting; evidence of provision of the California Department of Aging (CDA) Security Awareness training to staff; program operation, which includes a review of a written policies and procedures manual of all DAS OCP-funded programs, written project income policies if applicable, grievance procedure posted in the center/office, and also given to the consumers who are homebound, hours of operation are current according to the site chart; a board of directors list and whether services are provided appropriately according to Sections VI and VII, the log of service units which are based on the hours of scheduled activities; sign-in sheets of consumers who participated in each activity; documentation that shows reported units of service are based on scheduled activities at the site, not activities that are always

available at the facility such as cards or pool; translation and social services are based on staff hours.

2. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, 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 the Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, MOUs, the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

HUMAN SERVICES AGENCY BUDGET SUMMARY BY PROGRAM

Meals on Wheel San Francisco
(Please enter agency name here)

(Check One) New Renewal Modification

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

Program: Home-delivered meals for (x) older adults, () adults with disabilities or () emergency

Budget Reference Page No.(s)			Average cost/meal
Program Term	FY 21/22	Total	
Annual # Meals Contracted	1,620,000	1,620,000	
DAS Expenditures			
Salaries & Benefits	\$3,414,394	\$3,414,394	\$2.11
Operating Expenses	\$3,341,006	\$3,341,006	\$2.06
Subtotal	\$6,755,400	\$6,755,400	\$4.17
Indirect Percentage (%)			
Indirect Cost			
Capital/Subcontractor Expenditures			
NCQA Expenditures	\$1,037,136	\$1,037,136	\$0.64
Total DAS Expenditures	\$7,792,536	\$7,792,536	\$4.81
Non DAS Expenditures			
Salaries & Benefits	\$1,149,086	\$1,149,086	\$0.71
Operating Expenses	\$1,471,164	\$1,471,164	\$0.91
Capital/Subcontractor Expenditures			
NCQA Expenditures	\$919,952	\$919,952	\$0.57
Total Non DAS Expenditures	\$3,540,202	\$3,540,202	\$2.19
TOTAL DAS AND NON DAS EXPEDITURES	\$11,332,738	\$11,332,738	\$7.00
DAS Revenues			
Meals- General Fund	\$5,403,633	\$5,403,633	\$3.34
Meals- State Fund	\$485,156	\$485,156	\$0.30
Meals- Federal Fund	\$1,903,747	\$1,903,747	\$1.18
Total DAS Revenue	\$7,792,536	\$7,792,536	\$4.81
<i>PER MEAL COST, DAS</i>	\$4.17	\$4.17	
<i>PER MEAL COST (with NCQA), DAS</i>	\$4.81	\$4.81	
Non DAS Revenues			

Project Income	\$100,722	\$100,722	\$0.06
Agency Cash- Fundraising	\$3,427,480	\$3,427,480	\$2.12
Agency In-kind Volunteer	\$12,000	\$12,000	\$0.01
Total Non DAS Revenue	\$3,540,202	\$3,540,202	\$2.19
<i>PER MEAL COST (with NCQA), Non DAS</i>	\$2.19	\$2.19	
TOTAL DAS AND NON DAS REVENUE	\$11,332,738	\$11,332,738	\$7.00
<i>PER MEAL COST (with NCQA), Total</i>	\$7.00	\$7.00	
Full Time Equivalent (FTE)	188.00	188.00	
Prepared by: Patrick Schmalz		Date: 6/8/21	
HSA-CO Review Signature:	_____		
HSA #1		10/25/2016	

Program: Home-delivered meals for (x) older adults, () adults with disabilities or () emergency
 (Same as Line 11 on HSA #1)

Appendix B, Page 2
 Document Date: June 2021

Salaries & Benefits Detail

DAS Salaries & Benefits	Agency Totals		HSA Program		FY 21/22	Total
Position Title	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Budgeted Salary	Budgeted Salary
Drivers (28)	\$46,823	28.00	58.44%	16.36	\$766,188	\$766,188
HDM Supervisor/Lead/ Driver (PM)	\$66,950	1.00	60.91%	0.61	\$40,779	\$40,779
Customer Service Lead	\$68,855	1.00	60.91%	0.61	\$41,940	\$41,940
HDM Supervisor/Driver Lead/AM	\$58,423	1.00	60.91%	0.61	\$35,585	\$35,585
Senior HDM Driver Manager	\$87,560	1.00	60.91%	0.61	\$53,333	\$53,333
Senior HDM Client Waitlist & Com	\$84,542	1.00	60.91%	0.61	\$51,495	\$51,495
Senior HDM Operations Manager 2	\$87,560	1.00	60.91%	0.61	\$53,333	\$53,333
Client Support Specialist	\$49,276	1.00	60.91%	0.61	\$30,014	\$30,014
HDM Safety Board Lead	\$53,560	1.00	56.50%	0.57	\$30,261	\$30,261
HDM Lead Intake Coordinator	\$58,460	1.00	60.91%	0.61	\$35,608	\$35,608
Chief Prog Off	\$155,752	1.00	35.91%	0.36	\$55,931	\$55,931
SalesForce Administrator	\$110,624	1.00	51.47%	0.51	\$56,938	\$56,938
SalesForce Analyst	\$63,865	1.00	51.47%	0.51	\$32,871	\$32,871
Chief Food & Operations Officer: S	\$167,553	1.00	45.68%	0.46	\$76,538	\$76,538
Food Safety/Compliance Manager	\$87,550	1.00	49.14%	0.49	\$43,022	\$43,022
Assistant Food Service Director	\$101,700	1.00	49.14%	0.49	\$49,975	\$49,975
Chef	\$99,386	1.00	49.14%	0.49	\$48,838	\$48,838
Food Service Director	\$108,150	1.00	49.14%	0.49	\$53,145	\$53,145
Procurement/Purchasing Manager	\$108,150	1.00	49.14%	0.49	\$53,145	\$53,145
Warehouse Manager	\$56,650	1.00	39.90%	0.40	\$22,603	\$22,603
Kitchen Staff (37)	\$42,572	37.00	44.82%	16.58	\$705,942	\$705,942
Maintenance Associate	\$39,634	1.00	39.90%	0.40	\$15,814	\$15,814
Fleet & Facilities Manager	\$82,400	1.00	39.90%	0.40	\$32,878	\$32,878
Maintenance Associate	\$39,634	1.00	39.90%	0.40	\$15,814	\$15,814
Sr. Administrative Assistant	\$66,950	1.00	39.90%	0.40	\$26,713	\$26,713
Maintenance Technician Supervisc	\$72,100	1.00	39.90%	0.40	\$28,768	\$28,768
Director of Fleet & Facilities	\$118,775	1.00	39.90%	0.40	\$47,391	\$47,391
Volunteer Program Manager	\$66,886	1.00	10.47%	0.10	\$7,000	\$7,000
Volunteer Program Manager	\$63,865	1.00				
Volunteer Program Manager	\$64,890	1.00				
Director of Volunteer Programs & C	\$100,114	1.00	14.50%	0.14	\$14,512	\$14,512
Totals	\$2,479,209	94.00	1381.53%	45.73	\$2,526,374	\$2,526,374
Fringe Benefits Rate	35.15%					
Employee Fringe Benefits	\$871,442				\$888,020	\$888,020
Total DAS Salaries and Benefits	\$3,350,651				\$3,414,394	\$3,414,394

Non DAS Salaries & Benefits	Agency Totals		HSA Program		FY 21/22	Total
Position Title	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Budgeted Salary	Budgeted Salary
Drivers (28)	\$46,823	28.00				
HDM Supervisor/Lead/ Driver (PM)	\$66,950	1.00	22.00%	0.22	\$14,729	\$14,729
Customer Service Lead	\$68,855	1.00	22.00%	0.22	\$15,148	\$15,148
HDM Supervisor/Driver Lead/AM	\$58,423	1.00	22.00%	0.22	\$12,853	\$12,853
Senior HDM Driver Manager	\$87,560	1.00	22.00%	0.22	\$19,263	\$19,263
Senior HDM Client Waitlist & Com	\$84,542	1.00	22.00%	0.22	\$18,599	\$18,599
Senior HDM Operations Manager 2	\$87,560	1.00	22.00%	0.22	\$19,263	\$19,263
Client Support Specialist	\$49,276	1.00	22.00%	0.22	\$10,841	\$10,841
HDM Safety Board Lead	\$53,560	1.00	22.00%	0.22	\$11,783	\$11,783

HDM Lead Intake Coordinator	\$58,460	1.00	22.00%	0.22	\$12,861	\$12,861
Chief Prog Off	\$155,752	1.00	23.18%	0.23	\$36,103	\$36,103
SalesForce Administrator	\$110,624	1.00	19.00%	0.19	\$21,019	\$21,019
SalesForce Analyst	\$63,865	1.00	19.00%	0.19	\$12,134	\$12,134
Chief Food & Operations Officer: S	\$167,553	1.00	19.61%	0.20	\$32,857	\$32,857
Food Safety/Compliance Manager	\$87,550	1.00	20.00%	0.20	\$17,510	\$17,510
Assistant Food Service Director	\$101,700	1.00	19.90%	0.20	\$20,238	\$20,238
Chef	\$99,386	1.00	19.90%	0.20	\$19,778	\$19,778
Food Service Director	\$108,150	1.00	19.90%	0.20	\$21,522	\$21,522
Procurement/Purchasing Manager	\$108,150	1.00	19.90%	0.20	\$21,522	\$21,522
Warehouse Manager	\$56,650	1.00	29.49%	0.29	\$16,709	\$16,709
Kitchen Staff (37)	\$42,572	37.00	21.62%	8.00	\$340,576	\$340,576
Maintenance Associate	\$39,634	1.00	30.57%	0.31	\$12,116	\$12,116
Fleet & Facilities Manager	\$82,400	1.00	29.49%	0.29	\$24,303	\$24,303
Maintenance Associate	\$39,634	1.00	30.57%	0.31	\$12,116	\$12,116
Sr. Administrative Assistant	\$66,950	1.00	30.57%	0.31	\$20,467	\$20,467
Maintenance Technician Supervisor	\$72,100	1.00	30.57%	0.31	\$22,041	\$22,041
Director of Fleet & Facilities	\$118,775	1.00	29.49%	0.29	\$35,032	\$35,032
Volunteer Program Manager	\$66,886	1.00	12.44%	0.12	\$8,321	\$8,321
Volunteer Program Manager	\$63,865	1.00				
Volunteer Program Manager	\$64,890	1.00	12.44%	0.12	\$8,072	\$8,072
Director of Volunteer Programs & C	\$100,114	1.00	12.44%	0.12	\$12,454	\$12,454
Totals	\$2,479,209	94.00	648.10%	14.26	\$850,230	\$850,230
Fringe Benefits Rate	35.15%					
Employee Fringe Benefits	\$871,442				\$298,856	\$298,856
Total Non DAS Salaries and Benefits	\$3,350,651				\$1,149,086	\$1,149,086
Total DAS and Non DAS Salaries and Benefits	\$6,701,302				\$4,563,480	\$4,563,480
HSA #2						10/25/2016

Program: Home-delivered meals for (x) older adults, () adults with disabilities or () emergency Appendix B, Page 3
 (Same as Line 11 on HSA #1) Document Date: June 2021

Operating Expense Detail

	FY 21/22	Total
Annual # Meals Contracted	1,620,000	1,620,000
DAS Operating Expenses		
<u>Expenditure Category</u>		
Rental of Property	\$1,257	\$1,257
Utilities (Elec, Water, Gas, Phone, Garbage)	\$88,396	\$88,396
Office Supplies, Postage	\$113,559	\$113,559
Building Maintenance Supplies and Repair	\$107,024	\$107,024
Printing and Reproduction	\$4,273	\$4,273
Insurance	\$39,003	\$39,003
Staff Training	\$6,047	\$6,047
Staff Travel-(Local & Out of Town)	\$3,771	\$3,771
Rental of Equipment	\$2,011	\$2,011
<u>Food Cost</u>		
Raw Food <i>per meal</i> \$1.67	\$2,705,400	\$2,705,400
HDM Food Svc Supplies <i>per meal</i>		
Catered Meals <i>per meal</i>		
<u>Consultant</u>		
Consultants-Temp Employees	\$81,904	\$81,904
Consultants-IT Operations	\$46,104	\$46,104
Consultants-Audit	\$21,932	\$21,932
Consultants-Payroll Service	\$8,936	\$8,936
Consultants-Legal	\$12,570	\$12,570
Consultants-Other	\$4,525	\$4,525
<u>Other</u>		
Delivery Costs	\$64,934	\$64,934
Volunteer and Client Costs	\$29,360	\$29,360
Total DAS Operating Expenses	\$3,341,006	\$3,341,006
Non DAS Operating Expenses		

<u>Expenditure Category</u>		
Rental of Property		\$990
Utilities (Elec, Water, Gas, Phone, Garbage)		\$50,485
Office Supplies, Postage		\$90,186
Building Maintenance Supplies and Repair		\$85,030
Printing and Reproduction		\$3,366
Insurance		\$30,720
Staff Training		\$4,763
Staff Travel-(Local & Out of Town)		\$2,970
Rental of Equipment		\$1,584
<u>Food Cost</u>		
Raw Food	<i>per meal \$0.61</i>	\$988,200
HDM Food Svc Supplies	<i>per meal</i>	
Catered Meals	<i>per meal</i>	
<u>Consultant</u>		
Consultants-Temp Employees		\$64,510
Consultants-IT Operations		\$36,314
Consultants-Audit		\$17,274
Consultants-Payroll Service		\$7,038
Consultants-Legal		\$9,900
Consultants-Other		\$3,564
<u>Other</u>		
Delivery Costs		\$51,144
Volunteer and Client Costs		\$23,126
Total Non DAS Operating Expenses		\$1,471,164
Total DAS and Non DAS Operating Expenses		\$4,812,170
HSA #3		10/25/2016

Program: Home-delivered meals for (x) older adults, () adults with disabilities or () emergency (Same as Line 11 on HSA #1)				
NCQA Expenditure Detail				
DAS NCQA Expenditure	Unit price	FY21/22 Unit	FY 21/22	Total
Menu planning and nutrition analysis	\$589.76 /set	2.00	\$1,180	\$1,180
Kitchen and food service monitoring	\$655.64	4.00	\$2,623	\$2,623
HDM Route Monitoring	\$202.15 /route	84.00	\$16,981	\$16,981
Nutrition education	\$178.48	4.00	\$714	\$714
Nutrition counseling (optional)	\$118.25 /hour	1550.00	\$183,288	\$183,288
In-service training	/training			
HDM Assessment for ENP/C2 nutrition program (Initial and annual)	\$260.11 /assessment	3200.00	\$832,350	\$832,350
Annual Assessment for the HDM program for Adults with Disabilities (optional)	/annual assessment			
Total DAS NCQA Expenditure			\$1,037,136	\$1,037,136
Non DAS NCQA Expenditure	Unit price	FY21/22 Unit	FY 21/22	Total
Menu planning and nutrition analysis	\$482.00 /set	2.00	\$964	\$964
Kitchen and food service monitoring	\$542.75	4.00	\$2,171	\$2,171
HDM Route Monitoring	\$167.19 /route	84.00	\$14,044	\$14,044
Nutrition education	\$144.33	4.00	\$577	\$577
Nutrition counseling (optional)	\$97.86 /hour	1550.00	\$151,676	\$151,676
In-service training	/training			
HDM Assessment for ENP/C2 nutrition program (Initial and annual)	\$234.54 /assessment	3200.00	\$750,520	\$750,520
Annual Assessment for HDM program for Adults with Disabilities (optional)	/annual assessment			
Total Non DAS NCQA Expenditure			\$919,952	\$919,952
Total DAS and Non DAS NCQA Expenditure			\$1,957,088	\$1,957,088
HSA #4				10/25/2016

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.sfhsa.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:	CFDA or other Identification #:
Department of Homeland Security Federal Emergency Management Agency (FEMA) thru California Governor’s Office of	
1. <u>Emergency Services</u>	97.036
Department of Health and Human Services – Administration for Community Living	
2. <u>thru California Department of Aging</u>	93.042
Department of Health and Human Services – Administration for Community Living	
3. <u>thru California Department of Aging</u>	93.044
Department of Health and Human Services – Administration for Community Living	
4. <u>thru California Department of Aging</u>	93.045
Department of Health and Human Services – Administration for Community Living	
5. <u>thru California Department of Aging</u>	93.053

Department of Health and Human Services
thru California Department of Health Care
Services to California Department of Social
6. Services 93.778

- 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 Contracts

City Department or Commission	Date of Contract	Amount of Contract
HSA: Home-delivered meal nutrition services for adults with disabilities	07/01/2021 – 06/30/2023	\$4,931,593
HSA: Emergency home-delivered nutrition services	07/01/2021 – 06/30/2025	\$764,540
HOM: Meals for Navigation Centers	09/01/2017 – 06/30/2022	\$9,928,818
HSA: COVID 19 IQ Food Helpline	05/18/2020 – 05/17/2022	\$2,320,483

Appendix E--Permitted Subgrantees

None

Appendix F- Site Chart

ANNUAL SITE CHART - HOME-DELIVERED MEALS- FY21/22						OFFICE OF COMMUNITY PARTNERSHIPS
AGENCY: Meals on Wheels San Francisco						
MAILING ADDRESS: 1375 Fairfax Ave San Francisco, CA 94124						
DIRECTOR: Ashley McCumber			EMAIL: amccumber@mowsf.org		PHONE NO.: 415-920-1111	
PROGRAM MANAGER: Meredith Terrell			EMAIL: mterrell@mowsf.org		PHONE NO.: 415-920-1111	
HDM Program Type (ENP or Adults with Disabilities program)	ENP	AWD	Emergency			Total # of Delivery Routes
Name of Delivery Route (e.g. Route 1, Route B, Excelsior Route, etc.)	33	5	4			42
Address and Zip (where meals are produced and/or packed)	2230 Jerrold Ave SF, CA 94121	2230 Jerrold Ave SF, CA 94121	2230 Jerrold Ave SF, CA 94121			
Phone Number	415-920-1111	415-920-1111	415-920-1111			
Alternate Phone Number	415-343-1287	415-343-1287	415-343-1287			
Neighborhood/ Geographic Delivery Service Area	Citywide	Citywide	Citywide			
Supervisory District No.	All districts served	All districts served	All districts served			
Zip Codes Served	All zip codes served	All zip codes served	All zip codes served			
Meal Delivery Days	<input checked="" type="checkbox"/> Mon <input checked="" type="checkbox"/> Tues <input checked="" type="checkbox"/> Wed <input checked="" type="checkbox"/> Thurs <input checked="" type="checkbox"/> Fri <input checked="" type="checkbox"/> Sat Sun	<input checked="" type="checkbox"/> Mon <input checked="" type="checkbox"/> Tues <input checked="" type="checkbox"/> Wed <input checked="" type="checkbox"/> Thurs <input checked="" type="checkbox"/> Fri <input checked="" type="checkbox"/> Sat Sun	<input checked="" type="checkbox"/> Mon <input checked="" type="checkbox"/> Tues <input checked="" type="checkbox"/> Wed <input checked="" type="checkbox"/> Thurs <input checked="" type="checkbox"/> Fri <input checked="" type="checkbox"/> Sat Sun	<input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thurs <input type="checkbox"/> Fri <input type="checkbox"/> Sat Sun	<input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thurs <input type="checkbox"/> Fri <input type="checkbox"/> Sat Sun	<input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thurs <input type="checkbox"/> Fri <input type="checkbox"/> Sat Sun
Office Hours	Monday-Friday 8:30 am - 4:30 pm	Monday-Friday 8:30 am - 4:30 pm	Monday-Friday 8:30 am - 4:30 pm			
Type of Meal (hot, chill or frozen)	Hot, Chill, Frozen	Hot, Chill, Frozen	Hot, Chill, Frozen			
DIET Type (Regular, Vegetarian, Modified-specify, e.g. Diabetic)	Regular, Low-Sodium, Diabetic, Mechanical Soft, Renal friendly, Plantbased	Regular, Low-Sodium, Diabetic, Mechanical Soft, Renal friendly, Plantbased	Regular, Low-Sodium, Diabetic, Mechanical Soft, Renal friendly, Plantbased			
Cuisine Type (Select from list)	American	American	American			
# Unduplicated Consumers	3,600	570	325			4,495
Maximum # of consumers served on route/delivery day	36	5	5			
Total annual # meals	1,620,000	276,000	36,681			1,932,681
# Nutrition Education Units (# Sessions x # Clients)	8,877	1,512	Included with ENP			10,389
Annual # Comprehensive Assessment Units	3,200	NA	Included with ENP			
Annual # Nutrition Counseling HOURS	1,550	NA	Included with ENP			
Annual # Nutrition Counseling SESSIONS	2,066	NA	Included with ENP			
Annual # Unduplicated Nutrition Counseling Consumers	1,800	NA	Included with ENP			
# Service Days	365	365	365			365
Average # meals per day	4,438	756	100			1,765
Route Note: (if a route is added during the fiscal year, please indicate the date.)						
Holidays (list holidays - no delivery)	MOWSF is closed on all major holidays, except for Thanksgiving Day. Clients receive meals in advance of all holidays that Meals on Wheels is closed.					

Appendix G
City and County of San Francisco
Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the agreement by and between the City and County of San Francisco, the Covered Entity (“CE”), and Meals on Wheels of San Francisco (“Contractor”), the Business Associate (“BA”), for Home-Delivered Meal (HDM) Nutrition Services for Older Adults (Grant #1000022185) dated August 1, 2021 (“Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

A. CE, by and through the Human Services Agency (“HSA”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement and this BAA, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into an agreement containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions.

a. Breach means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person

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to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

b. Breach Notification Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Part 164, Subpart D.

c. Business Associate is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

d. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e. Data Aggregation means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. Designated Record Set means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

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j. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. Protected Information shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

n. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

a. User Training. The BA shall provide, and shall ensure that BA subcontractors provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

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b. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

c. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

d. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

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e. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

f. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

g. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

h. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for

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inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

i. Amendment of Protected Information. Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

j. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) for purposes of determining BA’s compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary” to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

l. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the

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identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

Notifications to CE shall be made to;

San Francisco Human Services Agency

Privacy Office:

HSAPrivacyOffice@sfgov.orgHSAPrivacyOffice@sfgov.org

Information Security Office: HSA.IT.Information.Security@sfgov.org

n. Breach Pattern or Practice by Business Associate's Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

a. Material Breach. A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

b. Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

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c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

e. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or

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disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

Appendix H- Federal Award Information for Subrecipients

Service	Assistance Listing (CFDA)	Assistance Listing (CFDA) Program Title	Other Name, if any	Federal awarding agency	Known (and anticipated) Federal Prime Award Numbers and Award periods	Known Federal Award Date	Federal Award Project Description (from Pass-Through)	Pass-Through Agency (from Federal to CCSF), if applicable	Known (and anticipated) Pass-Through Award Identifying Information and Award periods	Federal award amount, Actual (and Anticipated) to CCSF*	Research & Development Award?
Nutrition Compliance / Assessment	93.778	Medical Assistance Program	Medi-Cal	Department of Health and Human Services	Not available at this time	Not available at this time	This program provides financial assistance to States for payments of medical assistance on behalf of cash assistance recipients, children, pregnant women, and the aged who meet income and resource requirements, and other categorically-eligible groups.	Ca Dept of Health Care Services to Ca Dept of Social Services	N/A: Annual subvention funding	Anticipating estimated \$75,000,000 annually	No
ENP or AWD or ER Congregate or Home Delivered Nutrition Expansion due to COVID-19 (multiple agencies)	97.036 or Match for 97.036	Disaster Grants - Public Assistance (Presidentially Declared Disasters)	Emergency Protective Measures	Department of Homeland Security Federal Emergency Management Agency (FEMA)	FEMA-DR-4482-CA	(under research)	To assist State, Tribal and local governments and eligible private non-profits in responding to and recovering from the devastating effects of disasters by providing assistance for debris removal, emergency protective measures and the repair, restoration, reconstruction or replacement of public	California Governor's Office of Emergency Services	(none)	tdb	No
ENP Home Delivered Nutrition Expansion due to COVID-19 (Meals on Wheels)	93.042	Special Programs for the Aging - Title VII, Chapter 2 - Long Term Care Ombudsman Services for Older Individuals		Department of Health and Human Services Administration for Community Living	2001CAOMC3-00 for 4/1/2020 - 9/30/2021	4/20/2020	In response to the COVID-19 crisis, the US Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748. Under the provisions of the Stafford Act and the Major Disaster Declaration (#DR-4482), AAAs have flexibility to spend the funding on disaster relief activities outside of the originally specified categories for older individuals or family caregivers served under the Older Americans Act (OAA).	California Department of Aging	4/1/2020 - 9/30/2021	\$23,145	No
ENP Home Delivered Nutrition Expansion due to COVID-19 (Meals on Wheels)	93.044	Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers		Department of Health and Human Services Administration for Community Living	2001CASSC3-00 for 4/1/2020 - 9/30/2021	4/20/2020	In response to the COVID-19 crisis, the US Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748. Under the provisions of the Stafford Act and the Major Disaster Declaration (#DR-4482), AAAs have flexibility to spend the funding on disaster relief activities outside of the originally specified categories for older individuals or family caregivers served under the Older Americans Act (OAA).	California Department of Aging	4/1/2020 - 9/30/2021	\$500,325	No
ENP HDM Meals (Meals on Wheels)	93.045	Special Programs for the Aging - Title III, Part C - Nutrition Services		Department of Health and Human Services Administration for Community Living	17AACAT3HD for 10/1/2016 - 9/30/2017 18AACAT3HD for 10/1/2017 - 9/30/2018 1901CAOAH-01 for 10/1/2018 - 9/30/2019 2001CAOAH-00 for 10/1/2019 - 9/30/2020 21AACAT3HD for 10/1/2020 - 9/30/2021 22AACAT3HD for 10/1/2021 - 9/30/2022	Not available at this time	This program is to provide grants to States and U.S. Territories to support nutrition services including nutritious meals, nutrition education and other appropriate nutrition services for older adults in order to maintain health, independence and quality of life. Meals and nutrition services are to be served in a congregate setting or delivered to the home, if the older adult is homebound.	California Department of Aging	AP-1617-06 for 7/1/2016 - 6/30/2017 AP-1718-06 for 7/1/2017 - 6/30/2018 AP-1819-06 for 7/1/2018 - 6/30/2019 AP-1920-06 for 7/1/2019 - 6/30/2020 AP-2021-06 for 7/1/2020 - 6/30/2021 AP-2122-06 for 7/1/2021 - 6/30/2022	\$518,137 for 7/1/2015 - 6/30/2016 \$575,389 for 7/1/2016 - 6/30/2017 \$525,465 for 7/1/2017 - 6/30/2018 \$840,871 for 7/1/2018 - 6/30/2019 \$653,100 for 7/1/2019 - 6/30/2020 \$513,461 for 7/1/2020 - 6/30/2021	No
ENP HDM Meals (Meals on Wheels)	93.053	Nutrition Services Incentive Program		Department of Health and Human Services Administration for Community Living	17AACANSIP for 10/1/2016 - 9/30/2017 18AACANSIP for 10/1/2017 - 9/30/2018 1901CAOANS-00 for 10/1/2018 - 9/30/2019 2001CAOANS-00 for 10/1/2019 - 9/30/2020 21AACANSIP for 10/1/2020 - 9/30/2021 22AACANSIP for 10/1/2021 - 9/30/2022	Not available at this time	This program is to reward effective performance by States and Tribes in the efficient delivery of nutritious meals to older adults through the use of cash or USDA Foods.	California Department of Aging	AP-1617-06 for 7/1/2016 - 6/30/2017 AP-1718-06 for 7/1/2017 - 6/30/2018 AP-1819-06 for 7/1/2018 - 6/30/2019 AP-1920-06 for 7/1/2019 - 6/30/2020 AP-2021-06 for 7/1/2020 - 6/30/2021 AP-2122-06 for 7/1/2021 - 6/30/2022	\$1,037,732 for 7/1/2015 - 6/30/2016 \$1,160,264 for 7/1/2016 - 6/30/2017 \$1,171,144 for 7/1/2017 - 6/30/2018 \$1,323,210 for 7/1/2018 - 6/30/2019 \$1,431,040 for 7/1/2019 - 6/30/2020 \$1,378,733 for 7/1/2020 - 6/30/2021 Anticipating similar amount in future years.	No

Appendix I

Federal Requirements for Subrecipients: 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
 - (1) Debarred nor suspended from federal financial assistance programs and activities
 - (2) Proposed for debarment
 - (3) Declared ineligible
 - (4) Voluntarily excluded from participation in covered transactions by any federal department or agency.
- B.** 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 as specified above. 2 CFR §180.220.
 - (1) 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/or including such a clause in their contracts/agreements with the lower level entities. It is also required to check those entities’ status at the System for Award Management (SAM) at www.sam.gov under Search Records prior to awarding the funds and/or establishing the agreement and also on a regular, but at least annual, basis. To ensure accuracy of the verification, Subrecipient should use the lower level entity’s exact name and Unique Entity Identifier (UEI, formerly

known as Data Universal Numbering System number) or Social Security Number or Tax Identification Number (TIN) to perform the query. A copy of the query should be printed and kept on file in case of a review by county staff or funding agencies.

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.

Subrecipient shall, upon request of the Human Services Agency, submit a copy of the Single Audit within thirty (30) days after receipt of the Auditor's report, or nine (9) months after the

end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight federal agency.

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.

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APPENDIX J FEMA EMERGENCY & EXIGENCY CONTRACTS REQUIREMENTS

- 1. Contract Requirements.** This contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.
- 2. Remedies for Breach.** In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.
- 3. Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Contract, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs reasonably necessary to effectuate demobilization from the work.
- 4. Termination for Cause.** On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate this contract for cause or to seek specific performance of all or any part of this contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this contract or any other contract.
- 5. Work Hours and Safety Standards.** If this contract is for a price in excess of \$100,000, and involves the employment of mechanics or laborers, Contractor agrees as follows:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work 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

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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.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. 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 Contractor 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 forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

E. This Section 5 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions. If FEMA's funding for this contract meets the definition of "funding agreement," and if this contract constitutes a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by FEMA.

7. Clean Air Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

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A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Federal Water Pollution Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension. If this contract is for a price in excess of \$25,000, Contractor agrees as follows:

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of

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any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Procurement of Recovered Materials

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

11. Time and Material Contracts. To the extent this contract includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this contract. The GMP constitutes a ceiling price that Contractor exceeds at its own risk.

12. Access to Records. The following access to records requirements apply to this contract:

A. The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. Department of Homeland Security Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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14. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

16. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

17. Byrd Anti-Lobbying Certification.

A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

B. If this contract is for a price of \$100,000 or more, Contractor, and its lower tiers, must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 contract, the making of any Federal grant, 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.

(2) 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

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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 Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Meals on Wheels of San Francisco certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

Ashley McCumber

829D1A32AE06408

Signature of Contractor's Authorized Official

Ashley McCumber, Executive Director

Name and Title of Contractor's Authorized Official

8/30/2021

Date